



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

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, December 2, 2025
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. Approval of the Agenda -

Action Request: Motion to approve the December 2, 2025 agenda.

2. Presentations -

a. Proclamation Recognizing and Thanking the Volunteers of the City of St. Pete Beach

b. Legislative Update

c. Hurricane Recovery and Preparedness Update

3. Audience Comments -

If you wish to speak, please complete and submit a speaker's card to the City Clerk. When called, approach the podium and state your name and address for the record. Comments are limited to 3 minutes for both general and agenda items. Public comment on agenda items will be taken when that item is called. Any presentation intended as part of public comment must be provided to the City Clerk at least 24 hours before the meeting.

4. Consent -

a. Approval of the October 28, 2025 Executive Session Minutes, the October 28, 2025 City Commission Meeting Minutes, and the November 3, 2025 City Commission Meeting Minutes

b. Authorize the Execution of the Interlocal Agreement for Post Storm Recovery Services with Pinellas County

c. Authorize the City Manager to execute an Interlocal Agreement with Pinellas County for the designation of disaster debris collection and removal responsibilities.

- d. Authorize the City Manager to execute an Interlocal Agreement with Pinellas County for disaster debris collection, removal, monitoring, and management services.**
- e. Authorize the City Manager to execute an amendment to an Interlocal Agreement with Pinellas County for Water Quality Monitoring and Assessment.**
- f. Authorize the City Manager to Execute Amendment No. 1 to Agreement FM1024 – Fire Station 22 State Appropriations**
- g. Approval of the City-sponsored Annual City of St. Pete Beach Bonfire event located at the 16th Ave walkover in Pass A Grille on December 10, 2025.**
- h. Authorize the renewal of the 2025 Helpdesk Tech agreement with Jamie Burdine, from December 31, 2025, through December 31, 2026, in the amount of \$39,936.00.**
- i. Authorize the City Manager to execute an amendment to the Insight Global Contract for the amount of \$69,000, for a total contractual obligation of \$138,000.**
- j. Approval of Holiday Pay for Fire Department Captains and District Chiefs Assigned to 24-Hour Shift Schedules**
- k. Authorize the Execution of a Services Agreement with Hydro-Klean, LLC for Stormwater Cleaning and Inspection Services in the amount not to exceed \$800,000 annually.**

5. Ordinances -

a. First Reading of Ordinance 2025-23: Amendment of Procurement Regulations and Procedures

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING AMENDMENT OF ARTICLE III, DIVISION 4, SECTIONS 2-281 THROUGH SECTIONS 2-295 OF THE ST. PETE BEACH CODE OF ORDINANCES; PROVIDING PURPOSE AND INTENT; UPDATING AND CLARIFYING THE DEFINITIONS; ESTABLISHING THE AUTHORITY AND DUTIES OF THE PROCUREMENT MANAGER; CLARIFYING THE AUTHORITY TO AWARD; UPDATING THE PROCUREMENT METHODOLOGY AND EMERGENCY PROCUREMENTS; CHANGING CONTRACT ADMINISTRATION; PRESCRIBING PROCUREMENT PROTESTS; ESTABLISHING A VENDOR SUSPENSION AND DEBARMENT PROCESS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Action Request: Motion to [approve/approve with modification/deny/continue to [specify date certain]] the first reading of Ordinance 2025-23.

b. First Reading of Ordinance 2025-22: Adopting Land Development Code Sec. 6.26. pertaining to reasonable accommodations for certified recovery residences

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, CREATING LAND DEVELOPMENT CODE SECTION 6.26. – CERTIFIED RECOVERY RESIDENCES; ESTABLISHING PROCEDURES FOR THE REVIEW AND APPROVAL OF CERTIFIED RECOVERY RESIDENCES AND A PROCESS FOR REQUESTING REASONABLE ACCOMMODATIONS FROM LOCAL LAND USE REGULATIONS AS MANDATED BY NEW FLORIDA STATUTE; PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS, AND AN EFFECTIVE DATE.

Action Request: Motion to [approve/approve with modifications/deny/continue to [specify date certain]] the first reading of Ordinance 2025-22.

c. First Reading of Ordinance 2025-21: Amending Land Development Code standards pertaining to accessory structures, ancillary equipment, and nonconforming uses and structures, and allowing encroachment of stairs

and balconies under specified circumstances

Rescheduled for first reading due to changes to the ordinance title.

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, AMENDING THE ST. PETE BEACH LAND DEVELOPMENT CODE SECTIONS 3.10., 6.13., 6.14., AND 6.22. TO INCREASE FRONT YARD STAIR ENCROACHMENTS FOR SPECIFIED RESIDENCES, ALLOW RETENTION OF NONCONFORMING BALCONY FOOTPRINTS AND SPECIFIED NONCONFORMING RESIDENTIAL ACCESSORY STRUCTURES FOLLOWING SUBSTANTIAL IMPROVEMENT TO THE PRIMARY RESIDENCE, CLARIFY RESTRICTIONS ON NONCONFORMING USES AND AMEND RESTRICTIONS ON ELEVATED AND SUBSTANTIALLY-IMPROVED NONCONFORMING STRUCTURES, MODIFY RESIDENTIAL STORAGE BUILDING STANDARDS, MODIFY RESIDENTIAL EQUIPMENT SETBACK STANDARDS, AND PROVIDE A FRONT YARD SETBACK LINE ALTERNATIVE FOR RESIDENTIAL CUL-DE-SAC AND CURVED STREET LOTS; PROVIDING FOR SEVERABILITY, CODIFICATION AND SCRIVENER'S ERRORS, AND PROVIDING FOR AN EFFECTIVE DATE.

Action Request: Motion to [approve/approve with modification/deny/continue to [specify date certain]] the first reading of Ordinance 2025-21.

d. First Reading of Ordinance 2025-25: Amending Land Development Code Sec. 3.14 Appeals

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AMENDMENTS TO LAND DEVELOPMENT CODE 3.14 APPEALS; PROVIDING FOR CODIFICATION, CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERRORS; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Action Request: Motion to [approve/approve with modification/deny/continue to [specify date certain]] the first reading of Ordinance 2025-25.

e. First Reading of Ordinance 2025-24: Revising Code of Ordinances Chapters 131 & 132 Pertaining to Communication and Small Wireless Facilities

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AMENDMENTS TO THE CODE OF ORDINANCES CHAPTER 131 WIRELESS COMMUNICATION TOWERS AND ANTENNAS AND CHAPTER 132 COMMUNICATION FACILITIES IN THE PUBLIC RIGHTS-OF-WAY; RENAMING CHAPTER 132 TO COMMUNICATION FACILITIES IN THE CITY RIGHTS-OF-WAY; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, CORRECTION OF SCRIVENER'S ERRORS, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

Action Request: Motion to [approve/approve with modification/deny/continue to [specify date certain]] the first reading of Ordinance 2025-24.

6. Items for Discussion -
7. City Clerk, City Manager, City Attorney and City Commission Reports -
8. Adjournment -

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

based.

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

PUBLIC COMMENT INSTRUCTIONS FOR THOSE NOT PHYSICALLY PRESENT:

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

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

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

The public is cordially invited to attend this meeting.

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



PROCLAMATION

Recognizing and Thanking the Volunteers of the City of St. Pete Beach

WHEREAS, the City of St. Pete Beach is fortunate to have many dedicated residents who give generously of their time, talents, and energy to serve their community; and

WHEREAS, throughout the past year, these volunteers have played an essential role in supporting city programs, community events, and local initiatives that enhance the quality of life for all who live, work, and visit St. Pete Beach; and

WHEREAS, their compassion and commitment were especially evident in the aftermath of recent storms, as they helped the City respond to and recover from challenges with selfless service and resilience; and

WHEREAS, the City Commission recognizes that volunteerism is the heart of a strong community, and that each act of service—large or small—strengthens the bonds that unite our city; and

WHEREAS, the City of St. Pete Beach wishes to express its deepest appreciation to every volunteer whose kindness, dedication, and community spirit continue to make St. Pete Beach an extraordinary place to call home.

NOW, THEREFORE, that the City Commission of the City of St. Pete Beach does hereby recognize and thank the volunteers of St. Pete Beach for their invaluable contributions, steadfast service, and enduring commitment to the well-being of our community.

To every volunteer—thank you. Your service reminds us what makes St. Pete Beach such a special place to live, work, and visit.

IN WITNESS WHEREOF, I have here unto set my hand and caused the great Seal of the City of St Pete Beach, Florida, to be affixed this ____ day of _____ 2025.

Adrian Petrila, Mayor

A photograph of the St. Pete Beach skyline at night, featuring several illuminated skyscrapers and a waterfront promenade with palm trees. The image is partially obscured by a dark blue diagonal overlay on the left side.

LEGISLATIVE UPDATE

PREPARED FOR THE CITY OF ST PETE BEACH

Your Working Team

Alan Suskey



- Served on Capitol Hill as the military aide to Congressman Bill Young, former Chairman of the Appropriations Committee and Chairman of the Appropriations Subcommittee on Defense.
- Advocacy career clients include world-renowned research institutes, small businesses, tech companies, and nonprofits.
- Honorably served in the U.S. Army from 1999-2008, winning eight Army Commendation Medals, the Valorous Unit Award, and U.S. Army Europe Soldier of the Year.

Jim Taylor



- Former Hillsborough County Director of Government Affairs and Intergovernmental Affairs Manager.
- Accomplished government relations officer and lobbyist with astute perception of surrounding dynamics, resulting in continued success for his wide range of clients.
- Extensive expertise in local government, the Florida legislative process, mental health, and economic development.
- Legislative Aide for a Hillsborough County Commissioner and a State Lawmaker.

RECAP 2025: STATE

Session Dates:

- Regular session was March 4th through May 2nd
- Session Extended 45 Days to pass budget. Adjourned Sine Die on June 16th.

General Appropriations Act: \$114.77 billion signed into law after Vetoes.

- Economic Development
 - \$50 million for Job Growth Grant Fund
 - \$487 Affordable Housing Initiatives
 - \$163.8 million for State Housing Initiative Program (SHIP)
 - \$71.2 million for State Apartment Initiative Program (SAIL)
 - \$50 million for Hometown Heroes
- **Environmental and Water Quality**
 - \$461 million toward septic-to-sewer initiatives
 - \$52.5 million towards Beach Renourishment
 - \$200 million towards Resiliency programs
 - \$20.9 million towards Harmful Algae Blooms (Red-Tide Mitigation)
- **St Pete Beach**
 - \$3 million for Fire Station #22

SENATE LEADERSHIP

2024-2026



Senate
President
Ben Albritton
District 27



Senate President Pro
Temp
Jason Brodeur
District 10



Senate President-
Designate
Jim Boyd
District 20



Senate Appropriations Chair
Ed Hooper
District 21

HOUSE LEADERSHIP 2024-2026



Speaker of the House
Daniel "Danny" Perez
District 116



Speaker Pro
Temp
Wyman Duggan
District 12



House Majority
Leader
Tyler Sirois
District 31



House Budget chair
Lawrence McClure
District 68

PINELLAS COUNTY LEGISLATIVE DELEGATION



Chair: Sen. Darryl
Rouson
District 16



Sen. Ed Hooper
District 21



Rep. Lindsay Cross
District 60



Vice Chair:
Rep Adam Anderson
District 57



Rep. Kimberly Berfield
District 58



Rep. Linda Chaney
District 61



Sen. Nick DiCeglie
District 18



Rep. Berny Jacques
District 59



Rep. Michele Rayner
District 62

SESSION SCHEDULE

Committee Weeks:

1. Week of 10/6
2. Week of 10/13
3. Week of 11/3
4. Week of 11/17
5. Week of 12/1
6. Week of 12/8

Session:

January 13, 2026 -March 13, 2026

2026 SESSION EXPECTATIONS

Amy Baker, chief economist for Florida, presented to the Joint Legislative Budget about future year deficits should the legislature not reduce spending based on incoming revenues:

- \$3.8 billion **surplus** in Fiscal Year (FY) 2026-2027
- \$1.5 billion project **deficit** in FY 2027-2028
- \$6.6 billion in project **deficit** FY 2028-2029.

Speaker Perez is targeting a recommended budget \$2 billion lower than previous fiscal year.

City of St. Pete Beach 2026 Budget Priorities

- Fire Station #22 - **\$3million**
- Pass-A-Grille Wastewater - **\$2million**
- Boca Ciega Drive Reconstruction - **\$1.825million**

State Senator Nick DiCiglie and State Representative Linda Chaney sponsoring cities budget requests.

THANK YOU

FOR QUESTIONS OR MORE INFORMATION,
CONTACT JIM TAYLOR:

jctaylor@shumakeradvisors.com



shumakeradvisors.com

Hurricane Recovery and Preparedness

December 2, 2025



Hurricane Recovery

- Historic Designations
- Permit Processing
- Demolitions
- Elevations
- Assistance

Hurricane Preparedness

- Training
- Personnel
- Long-Term Recovery & Preparedness
- Recap
- Timeline



Historic Designations

10/1/24 – 11/13/25

Local Historic Designation

64 applications submitted

- **51** Approved and assigned Local Historic Designation Numbers
- **9** Pending
 - 6 need additional information (e.g. Florida Master Site File, other)
- **4** Withdrawn

Certificate of Appropriateness

Demolition

30 applications submitted

- **29** Approved
- **1** Pending, need additional information (e.g. survey, other)



Historic Designations

10/1/24 – 11/13/25

Certificate of Appropriateness Restoration/Addition

8 applications submitted

- 5 Approved
- 2 Pending
- 1 Withdrawn

Floodplain Management (FEMA) Variance in connection with a Certificate of Appropriateness

1 applications submitted

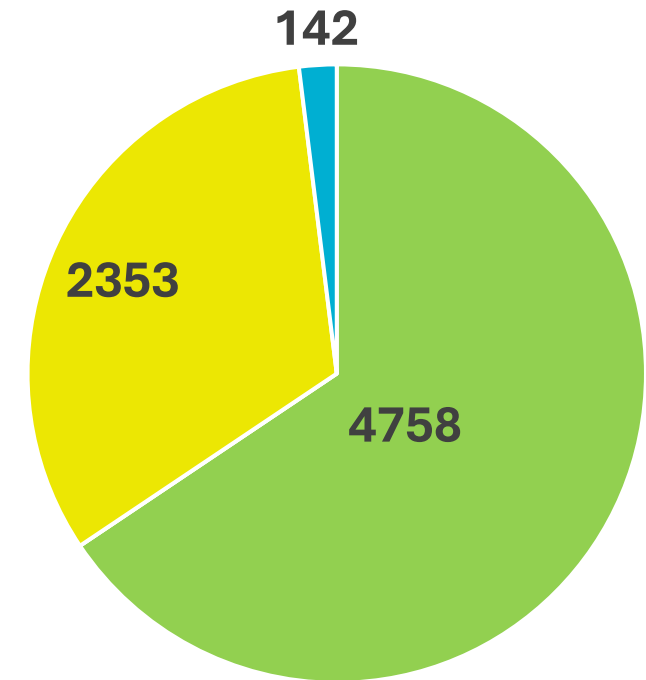
- 1 Approved



Permit Processing

10/1/24 – 11/9/25

- **6,186** Applications Submitted
- Primary Challenges
 - Applicants determining next steps (Elevate)
 - Complexity of Scope of Work



■ Issued ■ Closed ■ In Review / Other

Demolitions

10/1/24 – 11/9/25

- **153** Demolition Permit Applications
- **118** Issued
- **34** Closed
- Average Time to Issuance: 9 Days

** When all required information and documentation is submitted at the time of application, the City is typically able to issue demolition permits within 30 days.*



Elevations

10/1/24 – 11/9/25

- **41** Elevating Structure Permit Applications
- **15** Issued
- **1** Closed
- Average Time to Issuance: 12 Days

** When all required information and documentation is submitted at the time of application, the City is typically able to issue elevating structure permits within 30 days.*



Elevate Florida



- In September, the federal funding cap for mitigation reconstruction projects through Elevate Florida was raised from **\$220,000** to **\$375,000** to reflect rising construction costs.
- The cap applies only to direct building expenses and does not include design, permits, or accessibility upgrades.

General Inquiries: info@elevatefl.org

Call Center (Mon–Fri from 7 AM–7 PM ET): **877-353-8835 (877-ELEV8FL)**

Elevate Florida Portal: fdem-resmit.my.site.com/Elevate

FDEM Elevate Florida Webpage: floridadisaster.org/dem/mitigation/elevate-Florida/

Applicant questions should be sent to individual Program Case Manager

Pinellas Recovers

People First Help Centers:

Clearwater

2600 McCormick Dr.
Suite 100
Clearwater, FL 33759

<https://recover.pinellas.gov/>

727-606-3307

St. Petersburg

5000 Park Street N
Suite 4
St. Petersburg FL 33709



Help for
Homeowners



Help for
Renters



Help for
Local Landlords



Help for
Small Businesses



Hurricane Preparedness



Training

- National Incident Management System (NIMS) and Incident Command System (ICS)
- FEMA Grants Management
- Pinellas County – Damage Assessment
- Forerunner – Damage Assessment



Personnel

- Limited Term Duration Employees (7 Permit Techs) through April '26
- City issued Request for Proposals (RFP) for Community Development Temporary Personnel during Emergency and Non-Emergency periods
- Interlocal Agreement with Pinellas County - County led Request for Proposals for Post Storm Recovery Services



Long-Term Recovery & Preparedness

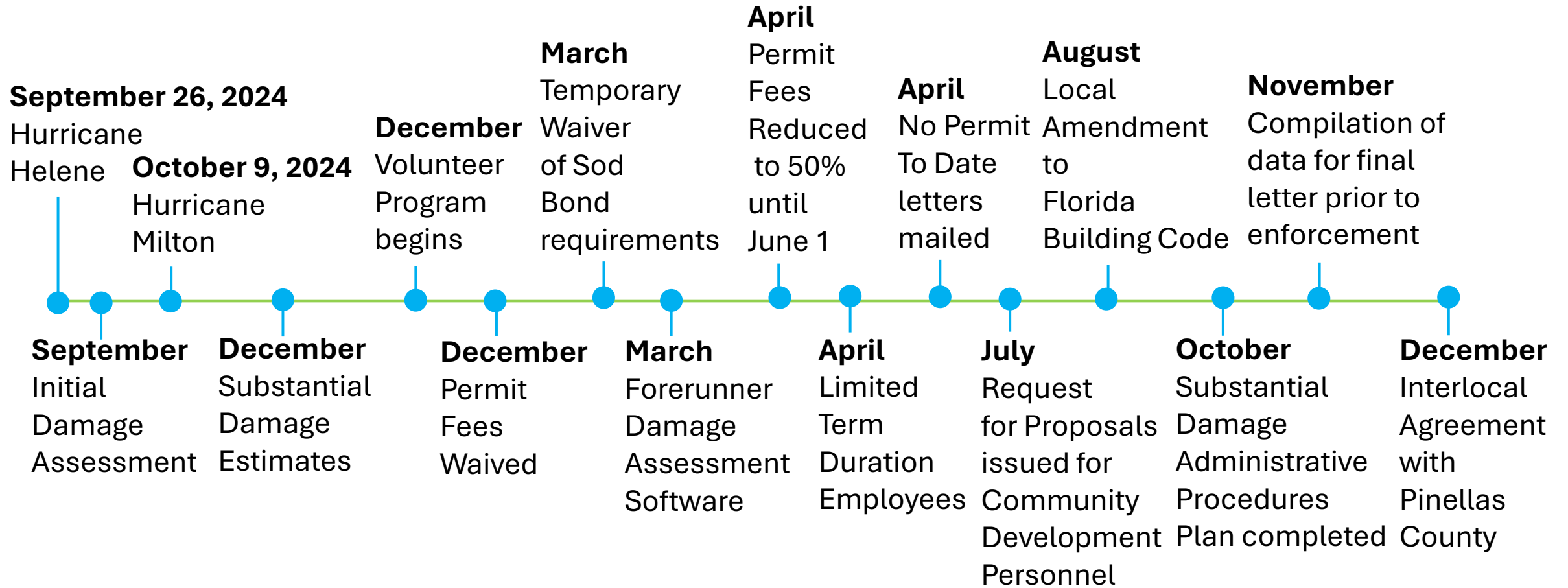
- Updated Community Development Department SOPs
- Development of the Substantial Damage Administrative Procedures (SDAP) Plan
- Evaluation and potential establishment of a *resiliency centric* Community Redevelopment Agency (CRA)
- Collaborator on the Tampa Bay Coastal Master Plan



At a Glance

- Average Cost of Fees per Permit: **\$1,864.32**
- Total Valuation of Permits: **\$375,579,446.00**
- FEMA claims for repairs in SBP: **\$200 Million**





Questions?



**City Commission Special Meeting
Executive Session
October 28, 2025 – 4:30 p.m.
City Hall Commission Chambers**

ELECTED OFFICIALS PRESENT:

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

STAFF PRESENT:

Ralf Brookes, City Attorney
Frances Robustelli, City Manager
Renee Rose, City Clerk (left after the close of the public portion and returned upon reopening)

Mayor Petrila called the meeting to order at 4:30 p.m., followed by the Pledge of Allegiance.

Attorney Brookes announced that the meeting was an Executive Session, closed meeting, pursuant to Section 286.011(8), Florida Statutes, to discuss the following lawsuit:

Red, White & Booze, LLC, Charles L. Collum and Helen Collum, v. City of St. Pete Beach; Case No. 8:23-cv-2704-KKM-AAS, United States District Court Middle District of Florida Tampa Division.

Attorney Brandon Shearman and a Court Reporter were present.

Mayor Petrila closed the meeting to the public at 4:33 p.m. and reopened to the public at 5:22p.m.

Attorney Brookes stated that there was no public discussion necessary for Case No. 8:23-cv-2704-KKM-AAS (Red, White & Booze).

There being no further discussion, Mayor Petrila adjourned the meeting at 5:22 p.m.

MINUTES APPROVED: DECEMBER 2, 2025

RENEE ROSE
CITY CLERK

ADRIAN PETRILA
MAYOR

**City Commission Meeting
October 28, 2025
6:00 p.m.**

ELECTED OFFICIALS PRESENT:

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

STAFF PRESENT:

Frances Robustelli, City Manager	Brandon Berry, Senior Planner
Ralf Brookes, City Attorney	Camden Mills, Public Services Director
Renee Rose, City Clerk	

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

1. APPROVAL OF THE AGENDA

City Manager Robustelli requested to add a presentation 2b for Employee of the Quarter for Q4. Commissioner Robinson requested to add two discussion items: item 7a on board member appointments and 7b on best practices for St. Pete Beach traffic analyses. Commissioner Maldonado requested to add discussion item 7c as the Annual Pass-a-Grille Bonfire. Mayor Petrilu requested to add two discussion items: item 7d on cell towers and 7e on the Board of Adjustment.

Motion: **Commissioner Robinson moved, Vice Mayor Marriott seconded, and the motion carried 5-0 to approve the October 28, 2025 City Commission Agenda, as amended.**

2. PRESENTATIONS

a. Representative Linda Chaney Check Presentation

Representative Linda Chaney, a long-time resident of St. Pete Beach and current member of the Florida House of Representatives, was recognized for her ongoing support and advocacy on behalf of the City. She presented a \$3 million check to the City toward the reconstruction of Fire Station 22 in Pass-a-Grille. The facility, already slated for replacement, became uninhabitable following hurricane damage. Her efforts have significantly reduced the project's local cost burden, from approximately \$12 million to nearly half that amount. Mayor Petrilu presented a proclamation recognizing her efforts.

Representative Chaney said she's lived here for nearly 35 years and noted her past service as a District 2 Commissioner. She shared insight into the challenges of the recent legislative session, highlighting efforts to maintain fiscal responsibility while balancing policy priorities. Ms. Chaney explained that the Governor vetoed many fire station appropriations statewide, making the \$3 million allocation secured for St. Pete Beach's Fire Station 22 especially significant. She credited the success to strong collaboration and communication between the City's leadership and her office, noting that St. Pete Beach is well represented in Tallahassee.

b. Recognition of Employee of the 4th Quarter

City Manager Robustelli announced City Arborist Robert "Bobby" Shelton as Employee of the Quarter for Q4. He is recognized for his exceptional leadership and dedication following the hurricanes. His efforts in debris removal, tree preservation, and replanting have significantly improved the city's appearance and recovery. His professionalism, kindness, and pride in his work were also highlighted. Beginning July 29, Bobby will represent the City at the Tampa Bay Urban Forestry Working Group, collaborating with regional partners on best practices in arboriculture and environmental management. His contributions are commended as instrumental in restoring and beautifying the community.

3. PUBLIC COMMENT

No members of the public came forward.

4. CONSENT

- a. Approval of the October 14, 2025 City Commission Meeting Minutes, as amended
- b. Approval of the 2026 City Commission Meeting Schedule
- c. Authorize the City Manager to execute the payment on the services agreement for the December Holiday decorations in the amount of \$76,621.00
- d. Authorize the City Manager to execute an Interlocal Agreement with Pinellas County for Cooperative Procurement of Post-Storm Recovery Services
- e. Authorize the City Manager to execute a Services Agreement with Clean Space to provide citywide janitorial services in the amount not to exceed \$177,531.24 annually
- f. ~~Authorization for the City Commission to designate the Special Magistrate as the hearing officer for appeals filed under Land Development Code Section 3.14~~
- g. Authorize both a One-time FY25 PTO Adjustment for Tenured Staff Impacted by Hurricane Response AND One-time up to 40-hour Personal Day carryover to FY26

Commissioner Maldonado requested clarification on item 4f and whether the proposal would permanently delegate appeal authority to the Special Magistrate or apply solely to this case. Staff clarified that the current code already provides for a hearing officer, but the Commission could instead amend the code to retain these appeals for Commission review. Discussion followed regarding the advantages and drawbacks of each approach. The item was prompted by an active appeal concerning a property at 2814 Pass-a-Grille Way involving an interpretation of fence height regulations. There was concern that delegating appeals to a Special Magistrate could unintentionally reduce the Commission's oversight and diminish its ability to consider contextual, district-specific, or community nuances. It was noted that an independent land use attorney could offer an impartial legal interpretation and that the frequency of such appeals was low. Potential alternatives were also shared, including referring cases to the Board of Adjustment or the state's Division of Administrative Hearings (DOAH). Consensus was reached to strike item 4f and retain Commission authority to hear administrative appeals and to direct staff to prepare an amendment to the Land Development Code to reflect this change, ensuring that such appeals remain within the Commission's purview.

Commissioner Robinson requested to amend item 4a to include her specific reference to traffic safety concerns regarding the short turn lane onto Mangrove St. and the high rate of speed coming off the bridge and the Sunrunner being in the other lane. City Clerk Rose will amend the October 14, 2025 minutes to include the language.

Motion: Vice Mayor Marriott moved, Commissioner Maldonado seconded, and the motion carried 5-0 to approve the October 28, 2025 City Commission Consent Agenda, as amended.

5. ORDINANCES

Mayor Petrila asked for clarification on the first and second readings of Ordinance 2025-20. City Attorney Brookes said agenda Items 5A and 5B both relate to the same ordinance associated with the Corey Landings project. Item 5A would be heard together with Item 6A, as both pertain to the same development request. Because the ordinance was properly advertised for final reading on this date, and the first reading was continued to this meeting, the Commission has the option to conduct both readings during the same meeting. However, each reading must be voted on separately. Alternatively, the Commission may choose to hold only the first reading and schedule the second reading for a later date certain, which would avoid the need for re-advertising.

a. First Reading of Ordinance 2025-20: Allocating up to 25 residential units from the General Residential Unit "RU" Density Pool Reserve to the Corey Landings project proposed under Resolution 2025-23, and divesting 150 units from Ordinance 2022-03 (Continued from October 14th meeting)

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA APPROVING WITH RESERVATION

CRITERIA AND CONDITIONS THE ALLOCATION OF ADDITIONAL UNITS OF RESIDENTIAL DENSITY FROM THE GENERAL RESIDENTIAL UNIT “RU” DENSITY POOL RESERVE, AS ESTABLISHED IN THE CITY OF ST. PETE BEACH COMPREHENSIVE PLAN AND IMPLEMENTED THROUGH THE CITY’S LAND DEVELOPMENT CODE, TO THE PROPOSED COREY LANDINGS DEVELOPMENT PROJECT REQUESTED UNDER COMPANION RESOLUTION 2025-23, GENERALLY LOCATED AT 10 COREY AVENUE; AND REVERTING THE 150 UNITS AWARDED UNDER ORDINANCE 2022-03 TO THE NAMED DENSITY POOL RESERVE; PROVIDING FOR SEVERABILITY, CORRECTION OF SCRIVENER’S ERRORS, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE. - This is a companion to Resolution 2025-23 (Conditional Use Permit No. 25069).

Attorney Brookes read Ordinance 2025-20 and Resolution 2025-23 in titles only.

Mayor opened the discussion by summarizing that the hearing was resuming from the previous meeting. Staff had been instructed refine several points on the proposed conditions with the applicant. City Manager Robustelli reported that, as directed, multiple meetings had been held with the development team to address the Commission’s and community’s feedback. The result was a revised and streamlined set of proposed conditions reflecting those discussions. Senior Planner Brandon Berry will present the specific changes made since the prior meeting. The applicant will follow with additional information and administrative updates that had been coordinated with staff.

City Clerk Rose swore in all those who would be speaking or presenting to the Commission.

Commissioners declared their ex-parte disclosures:

Commissioner Robinson read the newly revised full packet and spoke with more residents.

Vice Mayor Marriott read the newly revised full packet and spoke with more residents.

Commissioner Rzewnicki read the newly revised full packet and spoke with more residents.

Commissioner Maldonado read the newly revised full packet and spoke with more residents. He discussed it during a community meeting.

Mayor Petrila received and reviewed additional emails and read the newly revised packet.

Mr. Berry summarized the updates to the conditional use resolution for the Corey Landings project, noting that the version included in the Commission’s agenda packet was identical to the one being presented and had not been modified since publication. He outlined the major revisions and new commitments agreed upon by the applicant following direction from the Commission at the previous meeting. Key changes included:

- Park Contributions: A one-time \$150,000 contribution toward park maintenance and the full cost of designing and constructing a park shade structure, both independent of park impact fees.
- Traffic Calming: A one-time \$100,000 contribution toward traffic calming, payable at the time of the first mixed-use building’s Certificate of Occupancy, in addition to standard transportation impact fees (estimated at approximately \$133,000).
- Utility Improvements: The applicant will fund up to \$250,000 for pipelining and manhole repairs between the project site and Pump Station 1, excluding the segment they will replace on-site. This cost aligns with the City’s engineering estimate of \$246,000 and is separate from approximately \$425,000 in anticipated sewer connection fees.
- Construction Impacts and Bonding: The applicant will survey road conditions along the construction route prior to starting work and repair any damages beyond normal wear. Public benefit improvements not completed within 24 months of the first Certificate of Occupancy will be bonded for the remaining amount.
- Marina and Public Access: The number of transient (Class A) boat slips increased from 4 to 8, and, subject to lease amendments, one may include a kayak launch consistent with prior 2022 approvals.
- Enforcement and Compliance: The cure period for condition violations was shortened from 30 to 7 days, with flexibility for non-construction-related issues if the applicant is working in good faith to resolve

them. The Building Official retains authority to issue fines or stop-work orders for construction management violations.

- Environmental Efficiency: The applicant will achieve a minimum of five points in the Florida Green Building Coalition's "Water" category (Section W4), equivalent to a 20–30% reduction in water use compared to federal standards.
- Concurrency and Traffic Monitoring: Prior to issuance of a Certificate of Concurrency, the City will coordinate with FDOT to reassess the southbound turn lane from Corey Causeway to Mangrove Avenue. The applicant will also install "No Turn" signs on Bay Street to restrict construction traffic.

Brian VanSlyke, for the applicant, thanked the City Commission and staff for their collaboration, noting that several productive meetings had taken place to find common ground. He said staff pushed hard but that the final proposal represents a fair compromise the applicant is proud to support. He referenced a comment from the previous meeting that the project should be more than a business deal and should truly benefit the community. He said that message resonated with him and reminded him why he chose this line of work, to build places that have lasting value for people and communities. Corey Landings will turn a long-neglected property into something positive, bringing new housing for full-time residents and adding restaurants and retail that will create jobs and help revitalize Corey Avenue. He said the project will add both community and economic value to St. Pete Beach and closed by thanking the City Manager and staff for their cooperation and effort throughout the process.

Elise Batsel, for the applicant, submitted additional materials into the record and noted one small housekeeping update. She explained that, per an earlier request, the seawall warranty condition was clarified to ensure it lasts 18 months or the longer period offered by the contractor, and staff had no objections to the change. She went over the main questions and suggestions from commissioners at the last meeting and how each was addressed. These included adding Saturday traffic counts, looking at right-of-way impacts from project traffic, committing \$100,000 for traffic calming and increasing boat slips from four to eight, adding a kayak launch, providing a shade structure in the park, and making sure the project gives back to the community in a meaningful way. She said the team worked closely with city staff over the past two weeks to bring forward a plan that everyone can feel good about and that sets a positive example for future projects.

Transportation Engineer Becca Bond presented the results of additional traffic counts collected on Saturday, October 18 and October 25 between 1:00 and 4:00 p.m. to compare weekend traffic with weekday peak-hour conditions. Using FDOT's peak season conversion factors (11% and 9% growth, respectively), the counts were adjusted to reflect typical peak-season conditions. She reported that overall weekday PM peak-hour traffic volumes were higher than Saturday volumes, except for westbound traffic on 75th Avenue, which showed an increase consistent with beach traffic patterns. A supplemental Saturday traffic analysis using the same methodology as the weekday study confirmed that all study-area roadways and intersections continued to operate within acceptable capacity levels. The turn-lane analysis for westbound 75th Avenue showed an average vehicle queue of less than one car during both weekday and Saturday peaks. Based on FDOT design standards, the existing 195-foot turn lane exceeds the required 145-foot deceleration distance, demonstrating adequate capacity. She said the applicant recognizes the City's ongoing concerns, and as discussed earlier, a condition requiring further evaluation of the turn lane at final site plan review has been included. Commissioner Robinson provided documentation from Forward Pinellas that shows the turn lane measures 171 feet, not 195 as referenced. She also noted that drivers go faster than the posted 35 mph, and the Sunrunner bus is in the right lane. She expressed safety concerns with the turn lane onto Mangrove St. Ms. Bond clarified that the FDOT design standard includes taper length in the total measurement, which explains the difference between the 171 and 195-foot figures. The turn lane still meets FDOT's required deceleration and queue length standards at 171 feet and the issue would be revisited with FDOT at final site plan review, per the project's conditions. The discussion also addressed the growth factors used in the traffic analysis. It was questioned why a 1% annual growth rate was used instead of 2%, suggesting it underestimated local growth trends. Ms. Bond explained that the 1% figure was based on the

latest five years of FDOT traffic data from the closest count stations, which was reviewed and approved by the City's consultant. Population growth projections differ from traffic growth rates and the analysis also included vested developments in the area. Ms. Bond said her professional opinion is that the study followed industry standards, used conservative assumptions, and demonstrated that the roadway network has adequate capacity to handle the project's traffic. Attorney Batsel added that the project's approved transportation impact fee of \$201,208 (with \$108,652 representing the City's portion) accounts for anticipated new trips generated by the development. She noted that the revised plan would actually reduce PM peak-hour trips by 75 compared to the previously approved conditional use permit. Despite this reduction, the applicant also committed to a \$100,000 "traffic calming fund" to be used at the City's discretion for neighborhood traffic calming, resurfacing, or related improvements. The intent is to provide the City flexibility in addressing community traffic concerns beyond those directly linked to the project.

Attorney Batsel continued, reviewing updates related to the increase in transient boat slips and the addition of a kayak launch. She confirmed that the applicant agreed to increase the number of transient slips from four to eight, and that these slips will be available for public use upon the opening of either the restaurant or the public park, whichever occurs first. A definition for "privately-owned transient docks" was developed in coordination with City staff and entered into the record. The definition specifies that the docks are for temporary recreational use only, with no overnight mooring or extended stays allowed. Users may dock only while loading, unloading, or briefly visiting nearby public spaces, ensuring the docks function like short-term parking rather than long-term mooring. Ms. Batsel noted that providing the additional transient slips represents a significant concession by the developer, with construction costs estimated at \$52,000 per dock and a potential loss of approximately \$1 million in private revenue had those slips been sold with residential units. She commended City staff for their persistence in securing this community benefit. Regarding the kayak launch, the applicant agreed to apply for a permit modification to allow installation of a launch within the existing submerged land lease area. Ms. Batsel explained that the launch, if approved by the required regulatory agencies, would likely replace one of the eight slips, resulting in seven boat slips and one kayak launch.

Attorney Batsel revisited the topic of park and public space enhancements, including the shade structure previously requested by the Commission. She explained that the applicant established a \$150,000 fund dedicated to park maintenance, programming, placemaking, and other public-area improvements. The fund may be used at the City's discretion for enhancements not only within the park itself but throughout all publicly accessible areas of the project, including sidewalks, the plaza, and other open spaces, excluding private parcels. In addition to the financial contribution, the applicant agreed to design, construct, and install a new shade structure in coordination with the City Manager during site plan approval to determine its final location and design. Steve Barber, on behalf of the applicant, presented a conceptual design for the shade pavilion. The proposed structure would be located near the city-owned seawall at the end of the park, featuring a partial shade canopy, fixed benches and tables, and an open design intended to not impede water views while providing a gathering space for visitors. Mr. Barber noted this improvement will be fully funded by the applicant and is in addition to the \$150,000 park contribution.

Attorney Batsel said the applicant will cover the full cost of replacing and lining sewer pipes and manholes from the project site to Corey Avenue, as part of their development work. At the City's request, the applicant agreed to extend those improvements from Corey Avenue north to Pump Station 1, funding documented costs up to \$250,000. Ms. Batsel summarized the total estimated value of all direct public benefits, excluding ad valorem tax revenue and impact fees. The revised CUP proposal represents approximately \$632,900 in new direct financial benefits to the City, plus the cost of the new docks, which are a major added community amenity. Combined, the total value of new public benefits is approximately \$5.6 million. She noted that the existing CUP provided about \$2.5 million in public benefits for a higher-density project of 150 units, while the revised proposal, at a lower density of 124 units, offers more than double that amount in community investment. If the existing CUP were to expire and the applicant proceeded with a by-right development, the City would receive no comparable public benefits.

Commissioner Rzewnicki thanked the applicant and staff for their extensive work and collaboration over the past two weeks, noting that it was clear the applicant had listened to prior feedback. She maintained her concern about landscaping and the use of native Florida plant species, noting the importance of exceeding the minimum 50% native plant requirement, particularly within the park area. She encouraged the inclusion of Florida-native and pollinator-friendly plants to support butterflies and bees, and shared concerns about the inclusion of foxtail palms, which are high maintenance and are not native. Ms. Batsel said that while the current conditions have not changed since the previous version, they allow the City Manager to modify the landscape plan during site plan approval, providing flexibility to adjust plant selections, increase native percentages, or substitute species based on staff recommendations. Landscape architect Keith Morrow, on behalf of the applicant, added that the project's current landscape plan already includes more than 60% native or Florida-friendly species and that his team would continue working with City staff to adjust plant selections as needed.

PUBLIC COMMENT

No members of the public came forward.

Discussion included appreciation for the applicant's responsiveness to feedback and the collaborative effort shown throughout the process. Commissioner Maldonado thanked the developer for recognizing that the project is more than a business transaction and for incorporating community value into the final proposal. It was discussed that the revised project has stronger community appeal than the prior version, citing the shift from rental apartments to owner-occupied condominiums and the sense of long-term investment that brings. While there were concerns about traffic impacts, density calculations, and the location of Duke Energy vaults and the fire truck pad in the park area, the applicant's commitment to repair the sewer system and provide other infrastructure improvements mitigated some of those concerns. There was support for the project's overall design and community benefits, describing it as a significant improvement over both the prior conditional use permit (CUP) and what could be built by right. The development will help revitalize Corey Avenue, create public spaces, and attract permanent residents while reducing density and adding amenities such as transient boat slips and park enhancements. The applicant should continue coordinating with FDOT at the final site plan stage to explore improvements to the turn lane onto Mangrove St. and traffic flow near the bridge. Golf cart parking spaces were suggested along Corey Circle. Ms. Batsel agreed to accommodate that request during site plan review in coordination with the City Manager.

Motion: Commissioner Maldonado moved, Commissioner Rzewnicki seconded, and the motion carried 5-0 to approve First Reading of Ordinance 2025-20 with changes as presented.

b. Final Reading of Ordinance 2025-20: Allocating up to 25 residential units from the General Residential Unit "RU" Density Pool Reserve to the Corey Landings project proposed under Resolution 2025-23, and divesting 150 units from Ordinance 2022-03

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA APPROVING WITH RESERVATION CRITERIA AND CONDITIONS THE ALLOCATION OF ADDITIONAL UNITS OF RESIDENTIAL DENSITY FROM THE GENERAL RESIDENTIAL UNIT "RU" DENSITY POOL RESERVE, AS ESTABLISHED IN THE CITY OF ST. PETE BEACH COMPREHENSIVE PLAN AND IMPLEMENTED THROUGH THE CITY'S LAND DEVELOPMENT CODE, TO THE PROPOSED COREY LANDINGS DEVELOPMENT PROJECT REQUESTED UNDER COMPANION RESOLUTION 2025-23, GENERALLY LOCATED AT 10 COREY AVENUE; AND REVERTING THE 150 UNITS AWARDED UNDER ORDINANCE 2022-03 TO THE NAMED DENSITY POOL RESERVE; PROVIDING FOR SEVERABILITY, CORRECTION OF SCRIVENER'S ERRORS, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

Motion: Vice Mayor Marriott moved, Commissioner Maldonado seconded, and the motion carried 5-0 to approve the Final Reading of Ordinance 2025-20 with changes as presented.

6. ACTION ITEMS

a. Resolution 2025-23 (Conditional Use Permit No. 25069): Approving and Authorizing Conditional Use Permit 25069 for the development of the mixed-use Corey Landings project. (Continued from October 14th meeting)

A RESOLUTION OF THE CITY OF ST. PETE BEACH, FLORIDA, APPROVING AND AUTHORIZING CONDITIONAL USE PERMIT 25069 FOR THE DEVELOPMENT OF THE MIXED-USE COREY LANDINGS PROJECT, GENERALLY LOCATED AT 10 COREY AVENUE, PURSUANT TO SECTION 4.7 OF THE LAND DEVELOPMENT CODE; PROVIDING FOR CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE. – This is a companion to Ordinance 2025-20.

Motion: Vice Mayor Marriott moved, Commissioner Rzewnicki seconded, and the motion carried 5-0 to approve Resolution 2025-23 (Conditional Use Permit No. 25069), as amended.

5. ORDINANCES

c. First Reading of Ordinance 2025-21: Modifying stair, accessory structure, and equipment setbacks for residential development

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, AMENDING THE ST. PETE BEACH LAND DEVELOPMENT CODE SECTIONS 3.10., 6.13., 6.14., AND 6.22. TO INCREASE FRONT YARD STAIR ENCROACHMENTS FOR SPECIFIED ELEVATED RESIDENCES AND NEWLY-CONSTRUCTED SINGLE- AND TWO-FAMILY HOMES, ALLOW RETENTION OF SPECIFIED NONCONFORMING RESIDENTIAL ACCESSORY STRUCTURES FOLLOWING SUBSTANTIAL IMPROVEMENT TO THE PRIMARY RESIDENCE, MODIFYING RESIDENTIAL STORAGE BUILDING STANDARDS, MODIFYING RESIDENTIAL EQUIPMENT SETBACK STANDARDS, AND PROVIDING A FRONT YARD SETBACK LINE ALTERNATIVE FOR RESIDENTIAL CUL-DE-SAC LOTS; PROVIDING FOR SEVERABILITY, CODIFICATION AND SCRIVENER'S ERRORS, AND PROVIDING FOR AN EFFECTIVE DATE.

Brandon Berry, Senior Planner, presented proposed amendments to the Land Development Code addressing issues related to redeveloped and elevated homes, particularly those reconstructed following storm impacts. He explained that since the start of the year, the City has seen a sharp increase in elevated home permits, compared to typically one or fewer per year in prior years. The proposed amendments seek to clarify standards, simplify permitting, and support quicker reoccupancy while maintaining neighborhood character. Mr. Berry provided feedback from both the Planning Board (sitting as the Local Planning Agency) and prior Commission discussions, noting that most recommendations from the Planning Board were incorporated into the revised ordinance, except stair encroachments for newly constructed homes.

Key proposed changes included:

- **Removal of Living-Level Height Limits:** Allows reconstructed nonconforming homes to raise the living level above the prior elevation, within the same footprint, while retaining the same number of stories.
- **Front Stair Encroachments:** Establishes a maximum 7-foot stair encroachment for homes within 17 feet of the front property line. For elevated or reconstructed homes, stairs may encroach up to 10 feet from the front property line (5 feet in Pass-a-Grille). The Planning Board recommended not extending this to new construction.
- **Cul-de-Sac Lots:** Adds flexibility by measuring front setbacks from a tangent line of the curved frontage, allowing a 15-foot front yard setback to better accommodate lot shapes in older neighborhoods.
- **Accessory Structures:** Permits existing nonconforming pools, gazebos, or deck covers to remain when a home is elevated or reconstructed, provided the structures are not substantially improved or replaced. Damaged or rebuilt structures must meet current setback standards.
- **Residential Storage Buildings:** Increases allowable size from 80 to 120 square feet, clarifies the prohibition on mechanical equipment (such as AC units or generators), and requires tie-downs to meet wind-load standards following substantial improvements.

- **Mechanical and Ancillary Equipment:** Allows in-place elevation of existing equipment within up to 5 feet of the front yard setback (3 feet if elevated on pedestals), provided they meet flood elevation standards. Newly installed or replacement equipment must comply with all current yard setbacks.
- **Balcony Retention:** Allows existing nonconforming balconies to remain within the same footprint when homes are elevated in place.
- **Clarifications:** Defines transparency and openness standards for stairs and specifies that any covered or roofed stairs must comply with main building setbacks.

Mr. Berry noted that these amendments reflect direction from the September and October meetings and align with the City's Comprehensive Plan goal to preserve residential character and improve resilience.

PUBLIC COMMENT

No members of the public came forward.

Discussion included questions about why Pass-a-Grille had different setback allowances than the rest of St. Pete Beach. Staff explained that Pass-a-Grille's smaller lot sizes and existing 2017 overlay district justified reduced setbacks (typically 5 feet in front), as most homes there are historic and built close to the property line. It was discussed that other areas, such as the Don Cesar neighborhood, Corey Avenue, and Bay Street, also include older, historically significant homes that might benefit from similar flexibility. Commissioners discussed the potential for establishing additional overlay districts or creating standards based on lot depth and neighborhood character rather than limiting such allowances to Pass-a-Grille.

Discussion continued, including:

- Clarifying that elevated or reconstructed homes could "wedding-cake" upper levels to remain within setbacks.
- Cleaning up language related to "improved" vs. "substantially improved" structures for consistency.
- Adjusting unclear wording in several subsections, including references to "damage or destruction."
- Discussing equipment elevation standards, particularly for pool pumps, and whether the code should allow installation higher than two feet above grade.
- Clarifying that existing balconies may be replicated at the elevated level within the same footprint but not duplicated to add new balconies.
- Confirming that finishing enclosed garages would not count toward the 10% allowable increase in living area.
- Acknowledging concerns about the one-year reconstruction window following a declared disaster, with interest in extending that timeframe given ongoing recovery delays.

In discussion of the stair encroachment provisions, there was support for extending the additional 7-foot stair encroachment to new construction, noting that it allows for better architectural design, varied elevations, and functional front access for elevated homes. They noted that stairs have minimal visual impact and do not compromise neighborhood character. There were concerns about unintended consequences, particularly in Pass-a-Grille and other established neighborhoods where new homes are being built to maximum size and height, reducing space between houses and altering community character. Similar issues were noted in District 3 along West Maritana Drive, where smaller historic homes are being replaced with larger modern structures that encroach closer to neighboring properties. There was general support for the proposed changes, with direction to proceed carefully to avoid unintended impacts on neighborhood scale and character while improving clarity, fairness, and flexibility for homeowners rebuilding or elevating in compliance with FEMA and modern standards.

Motion: Commissioner Maldonado moved, Commissioner Robinson seconded, and the motion carried 5-0 to approve First Reading of Ordinance 2025-21, with changes as amended.

6. ACTION ITEMS

a. Resolution 2025-23 (Conditional Use Permit No. 25069): Approving and Authorizing Conditional Use Permit 25069 for the development of the mixed use Corey Landings project parr. (Continued from October 14th meeting)

~~A RESOLUTION OF THE CITY OF ST. PETE BEACH, FLORIDA, APPROVING AND AUTHORIZING CONDITIONAL USE PERMIT 25069 FOR THE DEVELOPMENT OF THE MIXED-USE COREY LANDINGS PROJECT, GENERALLY LOCATED AT 10 COREY AVENUE, PURSUANT TO SECTION 4.7 OF THE LAND DEVELOPMENT CODE; PROVIDING FOR CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE. This is a companion to Ordinance 2025-20.~~

7. ITEMS FOR DISCUSSION

a. Discussion on Board Member appointments

Commissioner Robinson said there aren't specifics in the charter whether board or committee appointees must reside within the appointing commissioner's district. She shared the concern that, without such guidance, some boards could become overrepresented by members from a single district. She then requested Vice Mayor Marriott to reconsider her recent appointment to the Planning Board, citing the appointee's questionable judgment, alleged election law and Department of Defense violations, and divisive online behavior, which conflicted with standards the Vice Mayor stated for opposing a recent applicant for Commissioner. The Planning Board is important. Mayor Petrila agreed, noting the individual had been rejected by voters in a recent election and that the appointment could undermine public trust. The City Attorney was asked to review possible removal options if warranted. The discussion broadened to the overall appointment process. It was agreed that the Charter allows appointments from any district and that flexibility is necessary given ongoing vacancies and recruitment challenges. There was support for appointing the most qualified candidates, regardless of their district. It was requested that they explore greater transparency and clearer expectations, such as adding qualifications, public input, and more consistent communication about appointments to ensure appointees demonstrate sound judgment and represent the city's interests as a whole.

b. Discussion on best practices for SPB traffic analyses

Commissioner Robinson spoke out repeatedly on using different metrics for traffic studies. She highlighted the need to require "beach-town metrics" that reflect weekend peak hours and local traffic patterns. She requested the Commission adopt this as a best practice or policy change to ensure studies accurately represent real conditions. Attorney Brookes noted that the code states the Commission would adopt a policy. City Manager Robustelli said the city has historically used Forward Pinellas standards as the adopted best practice because they are legally defensible. Developing an independent methodology would require a study, and she can bring back the cost of a study to the Commission for a budget amendment. Mayor Petrila agreed there was a concern in principle, but there were questions regarding time and effort, and it was noted that most development-related traffic studies tend to produce favorable findings for applicants. Commissioners requested more information first, including whether Forward Pinellas has existing metrics for tourist or coastal cities.

c. Discussion on Pass-A-Grille Bonfire

Commissioner Maldonado requested that the annual Pass-a-Grille Bonfire, traditionally held each December, be formally designated as a city-sponsored event. He noted that the event has long been supported by the city through fire and public works assistance, including preparing the fire pit and removing debris, while the Pass-a-Grille Community Activities group provides the wood. He clarified that the bonfire is not a District 4-only event but a citywide community gathering, similar to other city events at Horan Park. There was consensus to add this as a city-sponsored event. City Manager Robustelli confirmed that staff will bring back a consent agenda item to include the bonfire in the city's annual events calendar, ensuring transparency and consistency with other sponsored events.

d. Discussion on cell towers

Mayor Petrila discussed resident concerns regarding 5G wireless installations. Residents from Districts 3 and 4 have organized around the issue, gathered community support, and worked with an attorney to draft potential ordinance language for the city's consideration. Attorney Brookes explained that the proposal would involve updating the city's small cell wireless communications ordinance to align with current federal and state laws, including Senate Bill 180, while ensuring compliance with state preemption limits. There was consensus for moving forward, commending residents for their grassroots efforts, transparency, and collaboration with the city. Commissioners agreed that reviewing and strengthening local regulations where permissible would help protect residents and preserve neighborhood character. Staff will begin preparing draft updates for commission review.

e. Discussion on Board of Adjustment

Mayor Petrila asked Attorney Brookes how someone would appeal a decision of BOA. Attorney Brookes explained that, under the existing code, appeals of BOA decisions must be filed with the circuit court within 30 days. Because the Board is an appointed body, its decisions are considered final unless appealed judicially. Attorney Brookes noted that the Commission could, if desired, amend the code to allow appeals to be heard by the Commission first, either automatically or upon request, similar to processes used in other cities. He will also review Senate Bill 180 to ensure compliance with state law and preemption limits. There was interest in exploring a local appeal option to provide residents with a more accessible and less costly alternative to circuit court. They discussed possible models, such as allowing any Commissioner to request review or limiting appeals to applicants or directly affected parties. Attorney Brookes will return with potential code amendment options outlining possible approaches for incorporating an administrative appeal process within the city's code.

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

Renee Rose, City Clerk – She reported that the schedule of City Commission meetings for 2026 was approved earlier this evening. As in prior years, regular meetings are planned for the second and fourth Tuesdays of each month, with adjustments to accommodate holidays. She noted that the September budget hearing dates are tentative and may be adjusted once the Pinellas County Commission and Pinellas County School Board finalize their respective budget hearing schedules. Final budget hearing dates will be confirmed in accordance with statutory requirements to avoid overlap with those taxing authorities.

Frances Robustelli, City Manager – She reported that the city has partnered with Brixmor and Publix for redevelopment of the Publix site. The developer is preparing to submit a conditional use permit application, and while project details are not yet available, the process is expected to take several years. The redevelopment will be a community-driven and transparent effort, with multiple opportunities for public input throughout the review process. The project will follow the city's standard conditional use permit procedures and include public meetings to review design concepts and gather feedback.

Ms. Robustelli continued, providing an update on the small grocery store project. The applicant is currently seeking a sidewalk variance before the Board of Adjustment, with the hearing scheduled for tomorrow at 2 p.m. in Commission Chambers. If the variance is approved, the business is prepared to move forward quickly and could potentially open as soon as November or December.

City Attorney Brookes – nothing to report

Commissioner Maldonado – He reported that all board and committee positions for District 4 will be opened for new appointments beginning in November, coinciding with the start of his new term. Current board members are encouraged to reapply if they wish to continue serving. He said letters of resignation will be collected and reviewed as part of the reappointment process, with the goal of using this as an opportunity to improve transparency in the appointment process.

Commissioner Rzewnicki – She extended sympathy and support for the people of Jamaica as the island faces significant storm impacts, noting that such events serve as a reminder of the city's own vulnerability and the importance of preparedness. She encouraged residents to visit recovery.pinellas.gov, where more than \$800

million in county recovery funding is available through multiple programs.

She continued, announcing that the Don Cesar neighborhood will celebrate its 100th anniversary this Sunday with a citywide event that sold out at around 150 attendees. Additionally, the Don Cesar Neighborhood Association will hold its next meeting on November 13, and the Belle Vista Neighborhood Association will meet on November 6 at 6 p.m. to discuss the design of Pump Station 7, including a potential site walk to review design concepts.

Commissioner Robinson – She is not having library hours in November due to the holidays. She will announce an alternative at next meeting.

Vice Mayor Marriott – She thanked the Parks and Recreation Department for the recent refurbishment of the McKenney Park Dog Park, noting that neighborhood residents greatly appreciate the improvements. She shared that renourishment work is underway at Upham Beach, which is temporarily closing off the northern section but is expected to result in an improved beach area once complete. She encouraged everyone to visit the Corey Avenue Sunday Market, which is getting busier with the cooler weather, and to check out the Beach Theatre’s upcoming schedule featuring a variety of films over the next few months.

Mayor Petrila – nothing to report

Mayor Petrila adjourned the meeting at 9:00pm

MINUTES APPROVED: DECEMBER 2, 2025

RENEE ROSE
CITY CLERK

ADRIAN PETRILA
MAYOR

**City Commission Meeting
November 3, 2025
6:00 p.m.**

ELECTED OFFICIALS PRESENT:

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

STAFF PRESENT:

Frances Robustelli, City Manager	Adam Poirrier, Assistant City Manager
Ralf Brookes, City Attorney	Brandon Berry, Senior Planner
Renee Rose, City Clerk	Camden Mills, Public Services Director
Luke Curtis, Building Official	Gil Martinez, Senior Planner

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

1. APPROVAL OF THE AGENDA

City Manager Robustelli requested to add a Consent item 4c to authorize the City manager to execute a services agreement with Sheila Dalton for Financial Services Consultant. The supporting documentation was provided to the Commission and added to the meeting record. Commissioner Maldonado requested to add a discussion item regarding Standards of Conduct and Civility. Vice Mayor Marriott requested to add discussion on economic development. Mayor Petrilă requested to add discussion on infrastructure and revenue.

Motion: **Vice Mayor Marriott moved, Commissioner Robinson seconded, and the motion carried 5-0 to approve the November 3, 2025 City Commission Agenda, as amended.**

2. PRESENTATIONS

b. TC-2 Town Center Corey Circle Community Forum: Follow-up and request for direction

Senior Planner Brandon Berry presented a follow-up to the October 9 community forum regarding redevelopment options for the Town Center 2 – Coquina West area, which drew 40–50 participants, including property owners, residents, and business representatives. The discussion focused on short- and medium-term redevelopment challenges and opportunities in the district rather than long-term concepts such as historic district or community redevelopment area designations. Mr. Berry noted that while the east side of TC2 has seen large-scale redevelopment through projects like Corey Landings, the west side has not experienced similar redevelopment. The area currently features a mix of uses, residential, lodging, and small commercial, with many non-conforming standalone properties. Community feedback at the forum indicated general support for encouraging redevelopment, particularly for flood-compliant, aesthetically improved buildings. There was interest in allowing standalone multifamily development without requiring mixed use or full block consolidation, and in lowering height limits to three to four stories for smaller projects. Participants supported retaining commercial opportunities, potentially with a small-scale village feel, while expressing concerns about rooftop and high-intensity uses near residential areas. Many supported raising ground-floor commercial space above the floodplain but not to full residential height.

Mr. Berry outlined five potential concepts for commission discussion:

1. Extend the Town Center Core (TC1) west to Sunset Way, allowing smaller-scale mixed use and two- to four-story development.
2. Partial rezoning of certain parcels back to residential, reverting to pre-2003 standards.
3. Modify TC2 Coquina West standards to permit standalone residential and lodging uses while maintaining current commercial options.
4. Establish an Overlay District providing tailored standards and flexibility, though requiring a longer and more complex approval process.

5. Ease nonconformity restrictions citywide or within the district to allow improvements and redevelopment of existing residential uses.

He said staff seeks feedback, not formal action, on how the city should proceed in refining these concepts and engaging with Forward Pinellas for coordination. Next steps would include refining options based on Commission input, hosting additional community meetings if needed, and returning with a preferred approach for future code and comprehensive plan amendments.

Discussion included whether standalone residential properties in the TC2 West area could be grandfathered in under existing conditions. Staff clarified that current standalone residential uses may continue as long as they are not substantially improved or redeveloped; any redevelopment or rebuilding to the same density would require a code amendment. The discussion expanded to address concerns raised by multi-unit residential property owners concerned they could not rebuild existing units if more heavily damaged by a future storm. There was support for adding multifamily residential as a permitted option within the district to allow such rebuilding and to use multifamily as a buffer between commercial and single-family areas. Mr. Berry explained that buffering requirements are typically triggered when a commercial property redevelops or changes to a more intense use, and that existing lots may not have adequate space to meet current setback and landscaping standards if substantially redeveloped. Commissioners also discussed whether condominiums could be distinguished from apartments to encourage ownership models rather than transient rentals, but staff clarified that Florida law treats this as an ownership structure, not a zoning category. Discussion highlighted the need to preserve workforce housing and avoid eliminating existing apartments that provide affordable living options for local workers. There was interest in exploring a floating zone to provide flexibility while maintaining small changes consistent with existing district intent. Discussion also highlighted the need to account for potential impacts under Senate Bill 180 and the Bert Harris Act before advancing any proposals. Feedback reflected support for a blend of Concepts 1, 2, and 5, favoring lower building heights, retention of residential uses, and redevelopment aligned with a historic “main street” character. There was support to continue to refine these options, explore smaller-scale mixed-use (three to four stories), and maintain pathways for standalone residential redevelopment consistent with community input.

a. Parking Study Results

Adam Poirrier, Assistant City Manager, provided an overview and introduced Julie Dixon with Dixon Resources Unlimited. Mr. Poirrier said this presentation illustrates the results of the study. Due to a timing issue, this presentation was moved to 2b, and the 2b was moved to 2a. Ms. Dixon introduced her colleague, Blake Thomas. Ms. Dixon provided an overview of the citywide parking study, which included comprehensive curb and lot data collection, stakeholder engagement, and recommendations for improved parking management. Data was gathered using license plate recognition and drone imagery between March and June to establish a baseline for occupancy and turnover across all major districts, including Corey Avenue, Pass-a-Grille, and the County Beach parking lot. She noted that when occupancy consistently exceeds 85 percent, it signals the need for policy or operational adjustments. Public engagement for the study included business and community meetings, an online survey with 658 responses, and direct communications with residents and business owners. Feedback reflected strong interest in improving signage clarity, particularly following storm damage, and managing parking demand more efficiently during peak seasons. Businesses along Corey Avenue supported maintaining current on-street parking conditions without introducing paid parking at this time but supported better signage and monitoring. Residents indicated support for a fee-based residential permit program if clear benefits, such as improved access or dedicated parking areas, were included. Ms. Dixon said the data shows paid parking spaces achieve faster turnover, which benefits nearby businesses, while free parking areas tend to experience longer stays. She also highlighted specific problem areas, including heavy beach spillover parking on 8th through 10th Avenues in Pass-a-Grille and circulation challenges in the County Beach lot. She recommended clearer regulatory signage, improved wayfinding, and possible use of digital signs at key entry points to better direct visitors to available parking areas. Recommendations presented to the Commission included pursuing shared-parking agreements with private

property owners to expand available supply without new construction, modernizing technology with fixed-mount and handheld license plate readers, and exploring a dedicated “parking ambassador” role to improve compliance and visitor education in high-demand zones. She also suggested adjusting citation fees to align with neighboring cities and indexing fines annually to inflation to maintain their deterrent effect. She further advised moving to a fully virtual, license-plate-based parking permit system that would allow residents, employees, and visitors to self-manage their permits online. Employee permits could be offered on a quarterly or monthly basis to increase affordability. Demand-based pricing models were discussed to balance turnover and availability during holidays, weekends, and peak tourism months, with an estimated potential revenue increase of \$300,000 to \$800,000 annually depending on the rate structure and enforcement consistency. Policy considerations included consolidating parking program operations and budgets under a unified framework, piloting time limits and designated employee parking on Corey Avenue to increase customer turnover and updating the municipal code to address daylighting at intersections, define oversized vehicles, and authorize optional outsourcing for seasonal parking enforcement.

Commission discussion on the parking study focused on questions about the data and methodology used in the consultant’s presentation. There was concern that some areas included in the occupancy analysis, such as the north side of the island and Vina Del Mar, were largely residential, not near the beach or transit routes, and unlikely to draw beachgoers. Including these lower-demand areas may have lowered the overall occupancy averages presented in the study. Ms. Dixon said that while the aggregated citywide data does include residential streets, the detailed data set, contained in Appendix A of the report, allows occupancy to be analyzed block by block and by time of day. This level of detail is important for identifying spillover parking from commercial or beach areas into residential neighborhoods and for monitoring changing parking patterns over time. The consultant emphasized that monitoring both residential and commercial blocks provides valuable insight into how visitors use the city’s parking network and helps inform future policy decisions. Additional discussion centered on the presentation’s “rainbow map” showing average length of stay citywide. It was noted that the visualization was confusing because it combined residential, commercial, paid, and unpaid parking areas, some with restrictions and others with none, making it difficult to draw conclusions about turnover and demand. Commissioners also raised questions about whether specific local issues, such as safety concerns on 46th Avenue or “no parking” streets were reflected in the data. The consultant confirmed that no-parking streets were excluded from the inventory since they contain no designated parking spaces. Commissioners also discussed the comparative parking rate analysis and questioned the accuracy of claims that St. Pete Beach’s rates were “slightly higher” than nearby cities, noting that some neighboring beach communities charge more. The consultant clarified that St. Pete Beach’s rates fall near the regional average and that the city has room to adjust rates modestly if desired. Questions were also raised regarding the proposed “parking ambassador” program. Commissioners asked whether the role would be filled by volunteers and what level of authority or training would be required. The consultant explained that while some cities have volunteer programs, parking enforcement duties are best performed by trained city employees or contracted agents to ensure consistent enforcement and safety. Commissioners expressed concern for volunteer safety, noting that public interactions around parking enforcement can become confrontational. Discussion concluded with shared-parking agreements and the city’s current prohibition on selling or renting private parking spaces. The consultant explained that other municipalities have successfully used shared-parking partnerships and cited examples where private lots are incorporated into a city’s public parking system through defined standards and branding, allowing the city to expand parking access without constructing new lots. Mayor Petrilu requested to hold public comment on this presentation. There were no objections.

PUBLIC COMMENT

Amy Auerbach, 46th Ave, requested to speak for 10 minutes on behalf of members of the Lido Beach Civic Association who were in attendance. Additionally, she shared a presentation that was made a part of the meeting record. Ms. Auerbach focused on the Plaza Beach Hotel property, noting the site includes three separate parcels and questioned how that affected the study’s findings. She challenged the need for more parking, citing the study’s 37% average occupancy rate compared to the 85% industry benchmark. She opposed establishing a parking lot

at the Plaza Beach property, arguing it conflicts with the Activity Center District's intent and citing a history of code violations, including unpermitted parking use, fence installation, and tree removal. She also expressed concerns about flooding, traffic congestion, poor property maintenance, and the site's proximity to a children's park, requesting the Commission consider these issues before pursuing any agreement involving the location.

Ronald Vigneault, Gulf Way, spoke in favor of exploring a free-market approach to address parking shortages in St. Pete Beach by allowing homeowners to offer parking on their private property for a fee, but only after the city's public parking facilities are full. He said this would not reduce city parking revenue but would provide an overflow option during peak times.

Lauren Mones, Gulf Way, spoke about the severe parking shortages during peak season, describing the area as "parking purgatory" where visitors circle for long periods, become frustrated, and ultimately leave, taking potential tourism revenue with them. While city and metered spaces fill quickly, many private driveways sit empty and unused. She asked the city to allow residents to rent their driveways for a fee once public parking is full, rather than add additional construction or more technology.

John Kurzman, Bahia Honda Way, suggested exploring purpose-based parking on Corey Avenue, allowing customers of nearby businesses to validate or discount their parking time to discourage beach parking. He recommended designating short-term, resident-only spaces near the 46th Avenue playground to improve access for families and revisiting a prior idea to add a small island and additional resident parking north of Upham Beach. He also asked the city to provide a clearer map showing where permit holders can park and stressed the need to preserve established public beach access routes under state law.

City Manager Robustelli said the parking study report will guide the next steps, with specific recommendations returning through the public process as they may require ordinance amendments, fee adjustments, or other policy actions. The goal at this stage was to confirm general consensus on which items should move forward for further analysis. Commission discussion highlighted the need for additional public and business input, particularly regarding potential changes on Corey Avenue and 8th Avenue. Commissioners supported exploring shared parking agreements, improved resident and golf cart parking options, and data-driven or occupancy-based rate structures to better manage demand. There was also consensus on reviewing fine amounts, noting that current rates are among the lowest in Pinellas County and may incentivize noncompliance. Ms. Robustelli discussed ongoing challenges with enforcement coverage given the city's length and staffing levels, suggesting that technology, such as license plate recognition, or outsourcing evening shifts could improve compliance without significantly increasing costs. It was agreed that enforcement improvements and turnover are key to addressing quality-of-life issues in neighborhoods where beach parking creates conflicts. Discussion also included balancing rate increases with business impacts and off-peak incentives, ensuring pricing adjustments do not discourage local visitors. There was acknowledgement about opportunities for seasonal rate flexibility, potential partnerships for shared lots, and the importance of continued community engagement before implementing site-specific recommendations. The study provides a strong foundation to begin refining these strategies and staff will return with phased proposals for Commission review.

3. PUBLIC COMMENT

Bill Thompson, 76th Ave, spoke about zoning in TC-2. He supports allowing residential use on both sides of 76th St, noting that the current zoning line dividing residential and commercial areas down the middle was a past mistake. He recommended adding "or multifamily residential" to the existing zoning to allow property owners to rebuild what currently exists. He also suggested slightly lowering the 1.7-acre assemblage requirement in the TC-2 district to better accommodate smaller parcels while still encouraging cohesive redevelopment.

John Kurzman, Bahia Honda Way, raised concern about expanding residential uses along Corey Avenue, referencing a realtor.com sound map showing high noise levels in the area extending to Blind Pass. His map was made part of the meeting record. Expanding commercial uses better aligns with the area's activity. He also shared information from a recent Pinellas County seminar on reclaimed water and mentioned ongoing concerns about "ghost chairs" and beach access issues. He noted that many beach properties do not pay taxes on the sandy beach portions and that property deeds often reserve public access rights. He requested the city remain aware of these

legal and practical factors when addressing customary use and beach access matters.

Bill Loughery, Pass-a-Grille Way, and member of the Historic Preservation Board, supported demolishing the Shuffleboard Clubhouse as proposed but suggested exploring the possibility of relocating a 100-year-old home from 24th Avenue, once owned by Pass-a-Grille's first mayor, to the site as a historic replacement. He noted the homeowners plan to demolish the structure, but they are willing to donate it. The estimated moving cost is comparable to the clubhouse demolition cost. He asked staff to evaluate feasibility before the house is lost.

4. CONSENT

- a. Authorize the City Manager to execute the Contracted Instructional Agreement with Angie Beaver not to exceed \$35,000 for FY2026.
- b. Authorize the City Manger to execute the Services Agreement with Cotton Commercial USA, Inc. for Disaster Recovery/Assistance after Natural or Man-made Disasters.
- c. Authorize the City Manager to execute a Services Agreement with Sheila Dalton for Financial Services Consultant for Emergency Assistance to not exceed \$50,000. (added)

Motion: Commissioner Robinson moved, Vice Mayor Marriott seconded, and the motion carried 5-0 to approve the November 3, 2025 City Commission Consent Agenda, as amended.

5. ACTION ITEMS

a. Authorize Collaboration with the Tampa Bay Regional Planning Council and National Wildlife Federation – Tampa Bay Coastal Master Plan

Senior Planner Gil Martinez introduced a request for authorization for city staff to partner with the Tampa Bay Regional Planning Council and the National Wildlife Federation in developing the Tampa Bay Coastal Master Plan, a four-year, grant-funded regional resiliency initiative. Representatives Mandy Moore and Katie Mastenbrook of the National Wildlife Federation provided an overview of the project, explaining that the plan will serve as a science-driven, community-informed roadmap for flood risk reduction, habitat protection, and long-term resilience planning across seven counties in the Tampa Bay region. Ms. Moore outlined that the project will be conducted in four phases: stakeholder engagement, risk assessment, project development, and final plan adoption, noting that it builds upon existing vulnerability and flood studies rather than duplicating them. The plan will address tidal, storm surge, and rainfall flooding through both structural and nature-based solutions such as living shorelines and green infrastructure. She said the \$2 million effort, funded primarily by the National Fish and Wildlife Foundation, includes broad collaboration among local governments, universities, and regional partners. St. Pete Beach is invited to participate formally as a collaborator, which would involve data sharing, outreach participation, and inclusion in regional planning workshops. A workshop in Pinellas Park on November 13 was announced as part of the ongoing public engagement process.

PUBLIC COMMENT

No members of the public came forward.

Motion: Vice Mayor Marriott moved, Commissioner Maldonado seconded, and the motion carried 5-0 to authorize Collaboration with the Tampa Bay Regional Planning Council and National Wildlife Federation – Tampa Bay Coastal Master Plan and to designate the City Manager or designee as the liaison for participation and coordination activities.

b. Resolution 2025-25: Authorizing the demolition of the Shuffleboard Building

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PAW MATERIALS, INC., D.B.A. PAW DEMOLITION TO DEMOLISH SHUFFLEBOARD BUILDING 101 9TH AVENUE.

Attorney Brookes read Resolution 2025-25 in title only.

Public Services Director Camden Mills presented an update on the Shuffleboard Building located on 9th Avenue, which is historically designated and was deemed 100% substantially damaged by both the City's Building Official

and FEMA following recent hurricanes. The item was last discussed in April, when the Commission directed staff to solicit competitive bids to assess whether rebuilding the structure was feasible. The City received an updated insurance actual cash value of approximately \$94,000 and a low bid of about \$192,000 for a full rebuild. The proposed rebuild would require significant structural demolition and compliance with FEMA and historic preservation standards. The Historic Preservation Board had previously approved demolition in January and FEMA's environmental and historic preservation review has also recommended demolition. He presented a resolution authorizing demolition, citing the building's condition as a public health and safety hazard. The low demolition bid was approximately \$8,000. He also noted plans to coordinate with the Shuffleboard Club and the community to determine future facility needs for the site, such as equipment storage or new amenities, through a public input process.

Discussion included support for exploring options to relocate the historic home Mr. Loughery commented on as a possible replacement. Commissioner Maldonado acknowledged the shuffleboard building's historic importance and community sentiment but agreed demolition was necessary given the cost and extent of damage. He encouraged staff to work with Mr. Loughery and the city to determine whether the donor property could be relocated to the site. There was support from the Commissioners, with a request that staff return with cost estimates for moving and repurposing a historic structure. City Manager Robustelli noted that staff would reach out to the property owner to assess feasibility, potential costs, and site preparation needs, and would return to the Commission with findings.

PUBLIC COMMENT

No members of the public came forward.

Motion: Commissioner Rzewnicki moved, Vice Mayor Marriott seconded, and the motion carried 5-0 to approve Resolution 2025-25.

c. Resolution 2025-26: Designating an Administrative Authority to Oversee Plat and Replat Applications

A RESOLUTION OF THE CITY OF ST. PETE BEACH DESIGNATING THE CITY MANAGER OR DESIGNEE AS THE ADMINISTRATIVE AUTHORITY RESPONSIBLE FOR RECEIVING, REVIEWING, AND PROCESSING PLAT OR REPLAT SUBMITTALS AS WELL AS APPROVING, APPROVING WITH CONDITIONS, OR DENYING PLAT OR REPLAT SUBMITTALS, AS REQUIRED BY LAWS OF FLORIDA 2025-164; PROVIDING FOR SEVERABILITY, SCRIVENER'S ERRORS, CONSTRUCTION AND AN EFFECTIVE DATE AND EXPIRATION DATE.

Attorney Brookes read Resolution 2025-26 in title only. He said this is required by state statute that became effective July 1, 2025. The statute requires cities to appoint an administrative authority to review, approve, or deny all plat and replat applications. The law also prohibits public hearings and mandates that the City issue a decision within seven days of receiving an application. To comply with this requirement, and because a corrected Sirata plat has now been submitted and is within the statutory 7-day time frame, the resolution designates the City Manager as the official responsible for conducting these administrative reviews with staff, ensuring compliance with both City Code and state law. He noted that this action is mandatory under the new statute.

Discussion centered on the continued erosion of home rule surrounding the new state law removing local authority and eliminating public hearings for plat and replat applications. There were broader concerns about past lot consolidations occurring without public oversight and questions on how the City can maintain control over zoning intentions under the new law. The need for safeguards was noted to ensure transparency and consistency, given future changes in staff or leadership. Attorney Brookes confirmed that while public hearings are now prohibited, the Commission may still receive notice of all plat and replat applications and may maintain a public-facing list on the City website. The Commissioners may also continue to contact the City Manager directly with concerns. He noted that existing City Code provisions still require zoning review for lot splits and combinations, including those processed through the Property Appraiser, to ensure minimum lot standards are met and no non-conformities

are created. The Commission reached consensus to direct the City Manager to notify commissioners whenever a plat or replat application is received; and create a public webpage listing such applications as they come in. Staff will implement these steps while ensuring the statutory seven-day decision deadline is met.

PUBLIC COMMENT

No members of the public came forward.

Motion: Commissioner Maldonado moved, Vice Mayor Marriott seconded, and the motion carried 5-0 to approve Resolution 2025-26.

d. Acceptance of the Substantial Damage Administrative Procedures (SDAP) Plan

Building Official Luke Curtis presented an overview of the City's Substantial Damage Administrative Procedures Plan. He explained that the plan outlines how staff prepare for, assess, and respond to building damage after a disaster, and that it is intended as a flexible, evolving framework rather than a fixed policy.

Mr. Curtis described four major phases:

- Pre-disaster planning, including staff training, communication protocols, and identifying resource needs;
- Immediate post-disaster coordination to locate potential substantial-damage hotspots and deploy staff;
- Damage assessments, beginning with windshield surveys followed by detailed substantial-damage evaluations using the new ForeRunner software, which also streamlines notifications to property owners;
- Reintegration and recovery, including processing appeals, issuing repair permits, guiding residents to available assistance, and documenting lessons learned.

He noted that a community meeting was held on September 24 to review the plan and gather feedback, which staff will incorporate where feasible. Because the state will soon release its own template for substantial-damage procedures, the City plans to compare and adjust its process once that guidance is available. He said the plan will be reviewed annually with the Commission to update and improve it over time.

PUBLIC COMMENT

No members of the public came forward.

Motion: Vice Mayor Marriott moved, Commissioner Robinson seconded, and the motion carried 5-0 to accept the SDAP Plan.

6. ITEMS FOR DISCUSSION

a. Discussion regarding Standards of Conduct and Civility

Commissioner Maldonado introduced a proposed Standards of Conduct and Civility framework, explaining that he has been discussing the concept with community members and would like to explore whether the Commission is interested in pursuing it further. He clarified that the goal is not to address illegal or unethical behavior, which is already governed by state law, but to establish expectations for respectful, civil conduct among commissioners, board members, and committee members while serving in their official capacities. He noted that recent issues in neighboring cities prompted similar policies in Treasure Island and Kenneth City, which he cited as examples. There was support for continued discussion, with the agreement that the topic is worth exploring, stating that even in a small community, public behavior by elected officials matters and could benefit from a renewed commitment to civility. It was requested that Commissioners have time to review the materials and read through the examples. The Commission agreed to take more time to review the documents and revisit the topic at a meeting in January.

b. Discussion regarding Economic Development

Commissioner Marriott initiated a discussion regarding whether the City should consider establishing a more formal economic development function within staff or the Community Development Department. She noted concerns from residents about neighborhood businesses that have not reopened post-hurricane and suggested the City could take a more proactive role in providing information to prospective business owners, tracking available

properties, and helping connect landowners and entrepreneurs. This would support the small, independent businesses valued by the community and could be explored during the next budget cycle. Discussion noted past informal efforts to attract businesses and highlighted the need to determine what staffing or resources would be required. It was noted that grant opportunities and collaboration with the Chamber and other partners could help supplement City efforts. The City Attorney and City Manager noted that economic development functions often include strategic planning, identifying opportunity sites, small-business support, and coordination with long-term initiatives such as the CRA. There is currently no formal economic development plan but it was noted that many related tasks, such as CRA work, are already occurring within existing roles. The City Manager offered to evaluate potential options and return during the budget process with an outline of what could be supported. Community Development Director Laura Canary added that, in the interim, she has begun working with Pinellas County Economic Development for benchmarking and baseline data, and has reconnected the City to the countywide Economic Development Practitioners group. She noted that initial data gathering has begun to help determine future direction and resource needs.

c. Discussion regarding Infrastructure and Revenue

Mayor Petrila presented a comprehensive discussion on the City's long-term infrastructure needs and potential funding strategies. He reminded the Commission that, following Hurricanes Helene and Milton, the City learned it faces approximately \$200 million in necessary infrastructure improvements across stormwater, sewer, utilities, and road systems, many of which require immediate attention. Rather than dwell on past shortcomings, he highlighted the need to focus on innovative, forward-looking solutions that do not increase the tax burden on residents. He outlined a seven-part revenue and resilience plan, intended to build a diversified, self-sustaining financial model:

- **Island Access Fee Concept:**
Examining models used by similar barrier island communities, he suggested exploring a visitor toll or access fee, estimated at about \$1 per vehicle, which could generate roughly \$11 million annually based on FDOT traffic counts. Residents, business owners, and employees would have priority access and would not be charged. He noted preliminary conversations with FDOT and PSTA regarding feasibility and mobility impacts.
- **Parking Revenue Enhancements:**
Building on the City's existing parking revenues (approximately \$5.6 million annually), he suggested opportunities to increase revenue through pricing adjustments, enhanced enforcement, and increased citation fines, potentially adding \$1.1–\$1.6 million per year without additional cost to residents.
- **University of Florida Partnership:**
Ongoing collaboration with UF's FIBER program is helping the City identify additional funding tools, strengthen infrastructure planning, and design resilient long-term strategies.
- **Community Redevelopment Area (CRA):**
Establishing a CRA could redirect incremental property tax revenue back to the City to support infrastructure, beautification, parking, and public spaces, generating potentially hundreds of thousands of dollars annually.
- **Commercial Parking Assessment:**
In coordination with UF's law school, the City is researching model ordinances, including the possibility of a commercial parking assessment tied to the significant number of non-resident vehicle trips impacting City infrastructure.
- **State and Federal Grants:**
He emphasized continued pursuit of competitive grants, noting recent successes such as the State's combined \$5 million contribution for the Pass-a-Grille Fire Station. Additional state, federal, and private grants could reduce pressure on local funding sources.
- **Tourist Development Tax (TDT) Revenue:**
As the second-largest contributor to countywide TDT collections, St. Pete Beach is pursuing

opportunities to recapture a greater share of those funds for local capital projects, building on recent success securing TDT funding for beach renourishment.

The Mayor also noted that an upcoming fee study, including long-overdue impact fee updates, will help ensure City fees reflect actual costs and support long-term infrastructure needs. Highlighting these strategies will not only to address today's financial and infrastructure challenges but also to build a resilient foundation for the future without raising taxes on residents. He expressed his intent to bring this multi-faceted plan back to the Commission for further discussion.

Discussion highlighted that many elements of the plan, the ongoing parking fee study, CRA exploration, university partnerships, and pursuit of state and federal grants, are already underway. Clarification was requested on the proposed commercial parking assessment, which was explained as an annual assessment tied to roadway impacts that would require further economic analysis. Questions were also raised about the feasibility of implementing a toll, including past limitations due to the City not owning Gulf Boulevard. It was noted during discussion that FDOT may now be willing to transfer ownership of Gulf Boulevard after resurfacing it, which could allow the City to explore revenue options tied to roadway management. Concerns were expressed about potential impacts a toll could have on local businesses and the overall balance between residential and commercial needs. Commissioners also noted the importance of reviewing projected increases to the tax base from already-approved development. Some commissioners expressed support for exploring the toll concept further, citing examples from other nearby communities and the need for new revenue sources to fund long-term infrastructure improvements. There was consensus to continue evaluating the two new concepts presented: (1) the potential transfer of Gulf Boulevard from FDOT and related revenue options, and (2) a commercial parking assessment. The City Attorney will prepare an initial memo or presentation for January, and both topics will also be incorporated into the upcoming Commission priority session.

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

Renee Rose, City Clerk – The qualifying period for the March 10, 2026 election opened today at Noon and will close Friday, November 14 at Noon.

Frances Robustelli, City Manager – no report

City Attorney Brookes – no report

Commissioner Maldonado – He is having Cookies with the Commissioner at Vina Del Mar Park on November 8, from 9am-10am.

Commissioner Rzewnicki – She thanked the DCPOC board and Kathy Garchow for the 100 Year Anniversary Celebration at the Don Cesar hotel. There will be a Belle Vista Community meeting at 6pm on Thursday, November 5 and Lido meeting on November 20.

Commissioner Robinson – no report

Vice Mayor Marriott – no report

Mayor Petrila – no report

Mayor Petrila adjourned the meeting at 10:00pm.

MINUTES APPROVED: DECEMBER 2, 2025

RENEE ROSE
CITY CLERK

ADRIAN PETRILA
MAYOR

CITY COMMISSION MEETING CITY OF ST. PETE BEACH COMMISSION CHAMBERS

Agenda Report

Agenda Title Name: Authorize the Execution of the Interlocal Agreement for Post Storm Recovery Services with Pinellas County

Action Request: Motion to authorize the City Manager to execute the Interlocal Agreement for Post Storm Recovery Services with Pinellas County

Strategic Objective: Recovery, Resiliency & Sustainability

Date: December 2, 2025

Prepared By: Patty Kordis, Community Development Receptionist

Through: Laura Canary, Community Development Director

Summary of Issue:

Following Hurricanes Helene and Milton, local governments across Pinellas County experienced significant impacts to buildings, homes, and critical infrastructure. Many municipalities, including St. Pete Beach, faced capacity constraints in performing essential post-storm recovery activities such as building code administration, substantial damage inspections, floodplain management compliance, and code enforcement.

To support coordinated and cost-effective recovery, Pinellas County has competitively procured multi-vendor contracts for post-storm recovery professional services. These services include building inspections, substantial damage determinations, permitting support, communications assistance, code enforcement monitoring, and additional technical support as described in the Scope of Work attached to the Interlocal Agreement as Exhibit A.

The Interlocal Agreement enables municipalities to access these procured services through individual participation agreements, allowing each jurisdiction to scale staffing and resources based on its needs.

The Interlocal Agreement between Pinellas County and the City of St. Pete Beach is intended to deliver more

efficient and cost-effective public services during a declared state of emergency. By participating in this cooperative framework:

- Both jurisdictions can share and supplement resources, reducing the need for each community to independently procure contractors during a disaster.
- The City gains access to specialized personnel, including inspectors, plan reviewers, substantial damage assessment teams, GIS support, and communications staff, as outlined in the County's Scope of Work.
- Costs are reduced for taxpayers by leveraging a regional procurement process and receiving FEMA-compliant documentation for potential reimbursement.
- Service delivery is improved, ensuring timely response to storm-related building safety, habitability, and code compliance issues.

Under the Interlocal Agreement, the County remains responsible only for its own costs, and the City is responsible for payment of services performed on its behalf. Each municipality retains autonomy to determine whether and when to activate contractor support following a storm.

Execution of the Interlocal Agreement positions the City to respond more effectively during future disaster events, supports continuity of operations, and enhances our resilience and public safety capabilities.

Funding:

There is no immediate fiscal impact. Costs will only be incurred if services are used under a participation agreement. Additional disaster-related costs may be eligible for FEMA reimbursement depending on the scope of services and documentation.

Attachments:

1. Post Storm Recovery - ILA Final Version
2. Exhibit A_Scope of Work Copy to ILA
3. Exhibit B
4. Illustration

INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY AND LOCAL GOVERNMENTS
FOR
THE COOPERATIVE PROCUREMENTS OF POST STORM RECOVERY SERVICES
WITHIN GEOGRAPHIC PINELLAS COUNTY

THIS AGREEMENT ("Agreement"), entered into on the date of execution by PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and the local government signing this Agreement ("MUNICIPALITY"), jointly referred to herein as ("Parties").

Recitals

WHEREAS, the Parties are authorized to and do make and enter into this Agreement pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, many areas of Pinellas County were significantly impacted by Hurricane Helene and Hurricane Milton such that MUNICIPALITIES located within Pinellas County did not have adequate resources to support and deliver disaster recovery services specific to floodplain management compliance and Florida Building Code compliance; and

WHEREAS, the COUNTY intends to competitively procure or has procured, in compliance with 2 C.F.R. §200.318–200.326 and FEMA guidance, professional services for disaster recovery to support county-wide post-storm recovery operations, including Building Code Administration, Floodplain Management including Substantial Damage Assessment, Code Enforcement, Communications Support, Technical Support, and related recovery services; and

WHEREAS, the MUNICIPALITY recognizes that in the event of a major disaster, it may be unable to timely and effectively administer building code, floodplain management, and code enforcement responsibilities using its own staff and resources; and

WHEREAS, under the terms of the competitively procured contracts, contractors will be available to provide disaster recovery services within geographic Pinellas County, including MUNICIPALITIES therein, should they enter into this Agreement and subsequent participation agreements with the contractors; and

WHEREAS, the intent is for the MUNICIPALITY to receive the benefits of the competitively procured contracts without exposing the COUNTY to any costs or expenses for the services rendered on behalf of the MUNICIPALITY; and

WHEREAS, to foster greater efficiency and ensure coordinated disaster recovery operations, the Parties are entering into this interlocal agreement.

NOW THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

SECTION 1 OBLIGATIONS OF THE COUNTY

1.1 The COUNTY will undertake or has undertaken a competitive procurement process for disaster recovery professional services encompassing the Scope of Work attached hereto as **Exhibit A**.

1.2 The COUNTY will award multiple contracts with capacity to provide county-wide disaster recovery services, including but not limited to:

- Building Code Administration
- Substantial Damage Inspections, Assessments, and Determinations
- Habitability Inspections and temporary repair permits
- Florida Building Code and Floodplain Plan Review
- Building and Manufactured Home Inspections
- Floodplain Management Administration and Enforcement
- Code Enforcement and Compliance Tracking
- Substantial Damage Compliance & Enforcement
- Technical and Communications Support

1.3 The COUNTY will notify potential proposers that the procurement constitutes a joint/cooperative procurement.

1.4 Within thirty (30) days of execution of the disaster recovery contract(s), the COUNTY will notify the MUNICIPALITIES in writing and provide copies of the executed contract(s) to each MUNICIPALITY.

1.5 Should the MUNICIPALITY enter into a participation agreement with the COUNTY's successful contractors, the COUNTY will provide necessary procurement documentation to support FEMA Public Assistance claims.

1.6 The COUNTY will be responsible for seeking FEMA reimbursement **only** for costs incurred directly by the COUNTY.

SECTION 2

OBLIGATIONS OF THE MUNICIPALITY

2.1 The MUNICIPALITY is solely responsible for determining that the County's procurement of the disaster recovery services meets and satisfies the MUNICIPALITY's requirements for any FEMA reimbursement.

2.2 The MUNICIPALITY acknowledges that the COUNTY's procurement complies with federal and FEMA guidance.

2.3 If the MUNICIPALITY elects to use the COUNTY's contracted contractors, it will do so through participation agreements substantially similar to those attached as **Exhibit B**. Written notice of such participation shall be provided to the COUNTY within five (5) business days.

2.4 The MUNICIPALITY will be responsible for all aspects of its participation agreement(s) including but not limited to contract administration, for services rendered on its behalf.

2.5 The MUNICIPALITY will seek FEMA reimbursement as appropriate for its incurred costs.

2.6 The MUNICIPALITY will be responsible for payment of disaster recovery services performed on behalf of the MUNICIPALITY pursuant to the MUNICIPALITY's participation agreement with the contractor(s).

SECTION 3
ADDITIONAL SERVICES

The Parties agree not to enter into additional services agreements with the contractors awarded contracts by the COUNTY except as expressly authorized by the COUNTY's disaster recovery contracts or this Agreement.

SECTION 4
OFFICIAL NOTICE

All notices required by law or by this Agreement to be given by one party to the other shall be in writing and shall be sent to the following respective addresses:

COUNTY:

Pinellas County Building & Development Review Services

Kevin McAndrew, Director

440 Court Street

Clearwater, FL 33756

Kmcandrew@pinellas.gov

MUNICIPALITY:

See contact information on Signature Page

SECTION 5
HOLD HARMLESS

The Parties agree to be responsible for their own actions taken pursuant to this Agreement and/or any agreement entered into pursuant hereto and additionally hold each other harmless should this Agreement or the cooperative procurement of disaster recovery services and the expenses incurred as a result be deemed to be insufficient to receive Public Assistance from FEMA, or any other related reimbursement. Nothing herein is intended to serve as a waiver of sovereign immunity under Section 768.28, Florida Statutes by the Parties. Nothing herein shall be construed as consent by the Parties to be sued by third parties in any manner arising out of this Agreement

SECTION 6

FILING WITH CLERK

This Agreement and any subsequent amendments shall be filed with the Clerk of the Circuit Court of Pinellas County before becoming effective.

SECTION 7

EFFECTIVE DATE, TERM, AND TERMINATION

7.1 This Agreement becomes effective upon execution by the MUNICIPALITY and filing with the Clerk of the Circuit Court of Pinellas County.

7.2 This Agreement remains in effect until canceled in accordance with section 7.3 below or until termination of the COUNTY's contracts, whichever occurs first.

7.3 This Agreement may be terminated for cause upon thirty (30) days written notice. For purposes of this section, "cause" shall mean a material breach of any term contained in this Agreement. However, written notice shall include a notice of such breach and an opportunity to cure such breach within thirty (30) days of receipt of such notice or within any additional period of time as mutually agreed by the Parties.

SECTION 8

TERMINATION OF POST STORM RECOVERY SERVICES AGREEMENT

Nothing herein shall prevent the Parties, including COUNTY, from terminating any disaster recovery contracts entered into pursuant to COUNTY RFP Proposal Number 25-0763-RFP in accordance with the termination provisions of those contracts.

SECTION 9

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and representations, written or verbal, concerning the cooperative procurement of disaster recovery services.

SECTION 10 APPLICABLE LAW

This Agreement shall be governed by Florida law, with venue in Pinellas County, Florida.

IN WITNESS WHEREOF, the Parties hereto, governed by the laws of Florida, have caused these presents to be executed by their duly authorized officers and their official seals hereto affixed, with an effective date set forth in Section 7.1 above.

PINELLAS COUNTY, by and
through its County Administrator

By: _____
Barry A. Burton County Administrator

MUNICIPALITY

By: _____
Authorized Officer

Exhibit A – Scope of Work/Specifications

Exhibit B – Form of Participation Agreement

(attached, template for municipalities to sign with selected contractors)

EXHIBIT A
SCOPE OF WORK/SPECIFICATIONS

OVERVIEW

Many areas of Pinellas County were significantly impacted by Hurricane Helene and Hurricane Milton to the extent where municipalities did not have adequate resources to effectively support and deliver recovery services specific to floodplain management compliance and Florida Building Code compliance.

The intent is to have a broad scope of professional services available to all municipalities in Pinellas County (*cities, towns and unincorporated county*) such that the appropriate resources will be committed and in-place to effectively support post-storm recovery operations. The services defined commence after the preliminary damage assessment phase is completed by each respective municipality. The application of this contract is intended to be “scalable” such that each municipality (*city, town and/or unincorporated county*) utilizing this contract will be able use this in a menu approach selecting what scope of services, staff positions and quantity of staff depending upon resources needed.

The intent is a multi-vendor contract award to support county-wide disaster recovery operations. The County will award a specific number of contracts with the projected capacity to support county-wide recovery services.

OBJECTIVE/JUSTIFICATION

The services to be provided align with the County's strategic priorities for:

RESILIENT INFRASTRUCTURE AND ENVIRONMENT

1.5 Strengthen resilience and adaptation

HEALTHY AND SAFE COMMUNITIES

2.2 Enhance community safety

PROSPERITY AND OPPORTUNITY

3.5 Foster business growth

SMART SERVICE DELIVERY

4.2 Achieve and maintain a high level of customer satisfaction

4.3 Improve efficiency of service delivery through technology

Many communities across Pinellas County did not have the technical resources available to respond effectively, efficiently and compliant with the administration of the Florida Building Code and their respective floodplain management ordinances following Hurricane Helene and Hurricane Milton. The intent of the scope and services to be provided through this contract are to have technical resources on-call to be provided to participating communities county-wide.

REQUIREMENTS

The consultant shall demonstrate prior similar and comparable experience for disaster recovery services over the past five years. The professional services will include:

A. Building Code Administration

- Substantial Damage Inspections
- Substantial Damage Assessments
- Substantial Damage Determinations in coordination with Floodplain Administrator and Building Official
- Habitability Inspections
- Unfit/unsafe and dangerous building evaluations
- Issuance of permits for minor repairs for temporary residence
- Florida Building Code (FBC) and Floodplain Plan Review including substantial improvement review
- Building and Manufactured Home Inspections
- Monitor impacted areas for unpermitted construction activities - Work without Permit (WWP)

- Monitor active permits and inspections for exceeding the scope of the permitted work

B. Floodplain Management Ordinance Administration and Enforcement

- Substantial Damage Assessment Management
- Compliance and Enforcement Tracking

C. Code Enforcement

- Substantial Damage Compliance & Enforcement
- Manage Code Enforcement Monitoring Cases for properties on the initial damage assessment (DA) inventory
- Monitor Impacted areas for unpermitted construction activity - WWP

D. Communications/Technical Support

- Substantial Improvement/Damage Technical Support
- Supplement staff to assist with the municipality's incoming calls, emails, permitting processing, contractor registration, subcontractor cards, notice of commencement (NOC), community outreach with subject matter experts (SME's)

Note: the consultant shall have the flexibility to furnish specific services and not be required to provide all of the services listed.

SCOPE OF WORK

Subject to the duties of personnel responsibilities, in-person staffing may be required (i.e. – all inspectors, in-person permitting hubs, etc.). In general, staffing provided will need to include both in-person personnel and remote staff when feasible. A table of personnel positions and staffing capacity to be provided follows the scope of services with specific qualifications associated with each position.

A. Building Code Administration

- Substantial Damage Inspections – qualified field inspectors, to receive training from Pinellas County Floodplain & Building team or the local jurisdiction's Floodplain & Building department team, will perform structure inspections with specified instructions on inspection scope and documentation entry (e.g. - high watermark documentation, structure construction type, finished floor elevation, exterior and interior inspection, etc.). *Note – Field collection data technology, GIS integration and alternative(s) to the FEMA Estimator Tool entry are subject to change but will be part of training prior to deployment*
- Substantial Damage Determinations – refer to Floodplain Management
- Habitability Inspections – qualified field inspectors to perform inspections of residential structures, including the issuance of minor repair permits, to achieve a “safe home” environment (e.g.- basic functionality) to facilitate a temporary residency for substantially damaged structures
- Building Permit Technicians – qualified personnel (ICC certified preferred) to support permit intake, processing and issuance, phones, emails and related support services
- FBC Plan Review included substantial improvement review/detailed substantial damage reviews – Florida licensed plan examiners and Florida licensed architects and/or engineers to perform building plan review and permit issuance under the Building Official of each respective municipality. *Note – licensed plan examiners, architects and/or engineers will need to be proficient in the applicable permit platform/ technology (e.g. – Accela, Tyler, etc.) utilized within a municipality.*
- Building Permit Inspections – Florida licensed building inspectors and Florida licensed architects and/or engineers to perform permit inspections under direction of the Building Official of each respective municipality
- Monitor Impacted Areas for Unpermitted Construction Activities for WWP – refer to Code Enforcement
- Unfit/unsafe and Dangerous Building Evaluation - Florida licensed Building Code Administrator, Building Inspector, Florida licensed architect or engineer to evaluate dangerous conditions for partial building collapse,

structural integrity, falling debris hazards, trees and other impact or life safety hazards

B. Floodplain Management Ordinance Administration and Enforcement

Note - Training by Pinellas County Floodplain team or local jurisdiction Floodplain team of all personnel to occur prior to active deployment

- Substantial Damage Assessment Management
 1. Management and supervision of contract staff/team performing services associated with substantial damage assessment inclusive of data management and reporting, communications, inspections, substantial damage (SD) inspection collection data, FEMA estimator tool (or alternative), re-assessment workflow/review, code compliance monitoring of SD structures, SDE data input/remodels and quality control measures implementation
 2. GIS mapping/management – qualified ESRI GIS mapping, updates, formatting, modeling
 3. Daily coordination and reporting with municipality Floodplain Administrator and Building Official
 4. SD Field Inspections and Field Collection Scope/Documentation – refer to description under Building Code Administration
 5. Reassessment Process (Detailed SD Assessment) for Residential & Mobile Homes (MH's) – support entire workflow with intake staff (building admin/technicians), qualified building cost estimators, Florida certified appraisers, and certified floodplain managers from application intake thru coordination with staff review & municipal review workflow steps.
 6. Reassessment Inspections – as needed, qualified inspectors to perform re-inspections of structures to support SDE re-models and reassessments
 7. Reassessment Communication – staff to manage and respond to customer emails and phone calls for both residential and MH customer records
 8. SDE Data – staff to support data entry for structures being re-modeled thru FEMA SDE tool or alternative model

- Building Permit review, quality control, and technical guidance associated with permit reviews for project costs as it relates to substantial damage.
- Compliance and Enforcement Tracking – under the direction of the floodplain administrator or designee, administrative specialists/technicians support compliance (i.e. – building permit issuance & construction in a floodplain permits) and enforcement tracking

C. Code Enforcement

- Substantial Damage Compliance & Enforcement – qualified code enforcement inspectors to perform defined reoccurring inspections/home visits for all substantially damaged structures including initial educational outreach, resource support. Inspections to include logged photo documentation and notes. Non-compliance activity is to initiate enforcement action. Regular summary reports to be furnished to Building Official and Floodplain Administrator.

D. Communications/Technical Support

- Technical Support – qualified personnel (CFM's, civil engineers, planners, etc. with basic floodplain background) to provide "live" guidance via telephonic and/or email communication to the public throughout the recovery period. *Note – Each municipality would be responsible for the technology setup to accommodate a dedicated telephone and email links. Each municipality is responsible for staff training and oversight for all communication and support services.*

Personnel Positions:

POSITION TITLE	QUALIFICATIONS	NOTES/COMMENTS
Certified Building Official	Florida License	
Plan examiner	Florida License	
Building Inspector	Florida License	
Architect Engineer	Florida License	Support for FBC plan review and inspection services*
Permit Technician	ICC certification	
Supervisor/Project Manager	CPM or equivalent experience	
GIS Specialists	ESRI certified	
SD Inspectors		Minimum Experience *
Certified Floodplain Manager	ASFPM	
Certified Appraiser	Florida Certification	
Building Cost Estimator		Minimum Experience *
Code Inspector	FACE certified	
Communications Support		Floodplain/SD background*

*SD Inspectors - prior experience in construction or related field and/or building inspections, substantial damage inspections, or site development inspections

*Building Cost Estimator - prior experience in construction contracting and/or cost estimating with a minimum 2-years experience

*Communications Support - experience in storm recovery services preferred

*Architect or Engineer - prior experience in Florida Building Code plan review and/or Building Inspections

TERMS AND CONDITIONS

- Equipment/technology – each municipality will be responsible for furnishing necessary technology equipment (e.g. – iPads with SD collector app, laptops, etc.) to their vendor or as negotiated with different terms outside of this agreement
- Technology Licenses – each municipality will be responsible for the costs of furnishing technology licenses to their vendor (e.g. – Accela, Tyler, etc.) or as negotiated with different terms outside of this agreement
- Floodplain Training – Pinellas County Floodplain Management staff will lead substantial damage inspection and assessment training to all participating municipalities and vendors
- Notice to Proceed (NTP) – selected vendors will need to commence mobilization within 24-hours of NTP from a municipality
- All services provided will comply with FEMA reimbursement requirements. This should include the use of FEMA-compliant forms, comprehensive and accurate documentation, and contractor support for local jurisdictions during audits or funding requests.

Not meeting a mandatory requirement may be grounds for the disqualification of a quote, bid or proposal.

CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

It is anticipated that this solicitation will be either fully or partially Grant funded. Proposers shall comply with the clauses as enumerated within the Agreement, Exhibit A, Exhibit B, and Exhibit C. In addition, if applicable, Exhibit B should be executed and returned with submittal. Bidders may be deemed non-responsive for non-compliance. **See attached; Agreement**

EXHIBIT A - Contract Provisions for Contracts Under Federal Awards.

EXHIBIT B-Disclosure of Lobbying Activities.

EXHIBIT C-FEMA Grant Funding Conditions

PROPOSAL SUBMITTAL FORMAT

Tab A	-	• Introduction letter • Table of Contents
Tab B	Qualifications	A statement describing the Proposer's qualifications and experience in providing the same or similar services as outlined in the RFP Scope of Work. This description should include the names of the person(s) who will provide the services, including but not limited to: • Demonstrated direct experience in managing and supporting municipalities immediately following post-storm preliminary damage assessment including building code administration, floodplain management ordinance administration, code enforcement and communications/technical support for small to large scale disaster recovery efforts. • Clearly documented qualifications, credentials, and training of key project personnel, particularly the Lead Project Manager and compliance specialists. • Clearly demonstrate the manpower capacity within each area of expertise that can be committed for a minimum duration up to 180 days or the duration of the recovery (the greater of the duration shall dictate) following a declaration. D. • Proven expertise and thorough knowledge of administering the Florida Building Code including permit issuance and building inspections; substantial damage assessments/determinations including substantial damage inspections, detailed substantial damage reviews (cost estimates & appraisals), GIS/database management, habitability reviews; code enforcement monitoring and communications support.

		• Firms Experience coordinating effectively with Counties, Cities, and Town governments, and other governmental agencies, preferably in Florida or similar jurisdictions. • Respondents are to provide an Organizational Chart of their staffing and include resumes for key personnel. A brief bio is with relevant credentials and experience description is acceptable for all other personnel. • Respondents are to disclose the number of active comparable contracts they currently hold with other municipalities/jurisdictions and confirm that the staffing levels submitted account for current contracts.
Tab C	Approach & Project Methodology	A separate written narrative describing the methods and/or manner in which the Proposer proposes to satisfy the requirements of the Scope of Work: • Comprehensive methodology demonstrating clarity, feasibility, efficiency, and capabilities to furnish qualified staffing within the specific areas of expertise • Clearly defined mobilization plan, demonstrating capability to scale staffing for committed durations • Innovative and streamlined approach ensuring rapid deployment of resources • Effective strategies for compliance monitoring, reporting, transparency, and integration with Pinellas County's financial and data management systems
Tab D	Past Performance & References	• Documented successful implementation of comparable recovery services over the past five years, including clearly defined outcomes, timelines met, and budget adherence. • Positive references from governmental or public sector clients, verifying reliability,

		responsiveness, regulatory compliance, and quality of deliverables. • Demonstrated history of effective problem-solving, adaptability, and proactive risk management during past projects of comparable complexity and size.
Tab E	Compensation/ Pricing Proposal	The proposed compensation to be paid by the County for the services identified in the Statement of Work. • Proposed fee structure, including billing rates, hourly rates, reimbursable expenses, etc. • Competitiveness and reasonableness of proposed fees, hourly rates, and reimbursable expenses. • Clear and transparent cost structure, minimizing potential for unexpected or additional fees.
Tab F	Additional Documents	• Any certification and/or licenses that are pertinent to the Scope of Work

EXHIBIT B

PARTICIPANT PARTICIPATION AGREEMENT FOR DISASTER RECOVERY SERVICES
AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. _____

This Agreement entered into this _____ day of _____, 2025, by and between _____, a municipal corporation of the State of Florida, whose address is _____, hereinafter called "CITY/TOWN", and XYZ COMPANY, an Incorporated Company whose address is _____, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No.25-0763-RFP _____ for Disaster Recovery Services ("RFP"), the CITY/TOWN desires to enter into a participation agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and the contract entered into by Pinellas County pursuant thereto (the "County Contract").

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Agreement shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY/TOWN," unless the context indicates otherwise.
2. For purposes of the RFP and County Contract, the "CITY/TOWN" is a Responsible Municipality for services rendered pursuant to this Participation Agreement.
3. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.
4. The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
5. This Agreement will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.
6. This Agreement may be terminated for cause upon thirty (30) days written notice. For purposes of this paragraph, "cause" shall mean a material breach of any term contained in this Agreement. However, written notice shall include a notice of such breach and an opportunity to cure such breach within thirty (30) days of receipt of such notice or within any additional period of time as mutually agreed by the Parties.

In WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first written above.

CONTRACTOR

CITY/TOWN

By:_____

By:_____

Print Name:_____

Print Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

ATTEST:_____

(CITY/TOWN SEAL)

Scope of Work

Having qualified staffing in-place in a scalable contract available to all 24 cities and towns. The professional services will include:

- Florida Building Code administration
- Floodplain Management
- Code Enforcement
- Communications Support

Ranking

Vendor	Total Score	Ranking
Tetra Tech, Inc.	939	1
Struction Solutions	911	2
AECOM Technical Services	905	3
Lemoine Disaster Recovery, LLC	897	4
Tidal Basin Government Consulting, LLC	842	5
HR Green, Inc.	831	6
Gulf Atlantic Engineers, P.A.	626	7
JPI	56	8
Hage Fence Repair of TB Inc	44	9

Key Contract Terms

1. Interlocal Agreement (ILA) to be executed by each city/town with Pinellas County
2. Each city/town enters into own contract with vendor(s)
3. Duration of Agreement: 5 years
4. Unit prices adjustable after 12 months and thereafter annually (to exceed CPI or 5%, whichever is less)
5. Contract Extension: up to two 12-month periods

Staffing

Position Title	Unit of Measure	AECOM	Gulf Atlantic Engineers	HR Green	Lemoine	Structure Solutions	Tetra Tech	Tidal Basin
Certified Building Official	Each	35			1	10	5	10
Plans Examiner	Each	25	1		10	12	10	10
Building Inspector	Each	304	2		10	15	15	5
Architect	Each	515	1		2	5	5	5
Engineer	Each	3,859	2	4	2	300	25	5
Permit Technician	Each	847	1	7	10	15	25	26
Supervisor/Project Manager	Each	3,437	2	1	5	40	50	11
GIS Specialist	Each	336		3	1	12	15	3
Substantial Damage (SD) Inspector	Each	273	2		20	425	250	150
Certified Floodplain Manager	Each	202	2	7	1	25	25	15
Certified Appraiser	Each	41	1		4	5	25	10
Building Cost Estimator	Each	127	4		2	130	50	20
Code Inspector	Each	20			4	10	125	10
Communications Support	Each	315	2	4	20	75	150	15

Pricing Schedule

Position Title	AECOM	Gulf Atlantic Engineers	HR Green	Lemoine	Structure Solutions	Tetra Tech	Tidal Basin
Certified Building Official	\$180.00			\$245.00	\$160.00	\$225.00	\$172.00
Plans Examiner	\$170.00	\$125.00		\$170.00	\$145.00	\$225.00	\$140.00
Building Inspector	\$145.00	\$125.00		\$150.00	\$150.00	\$225.00	\$155.00
Architect	\$170.00	\$150.00		\$245.00	\$250.00	\$200.00	\$197.00
Engineer	\$205.00	\$175.00	\$210.00	\$245.00	\$225.00	\$250.00	\$209.00
Permit Technician	\$115.00	\$120.00	\$115.00	\$100.00	\$135.00	\$135.00	\$147.00
Supervisor/Project Manager	\$205.00	\$175.00	\$230.00	\$175.00	\$170.00	\$165.00	\$191.00
GIS Specialist	\$140.00		\$150.00	\$175.00	\$155.00	\$95.00	\$163.00
Substantial Damage (SD) Inspector	\$150.00	\$175.00		\$125.00	\$145.00	\$110.00	\$130.00
Certified Floodplain Manager	\$145.00	\$175.00	\$210.00	\$175.00	\$200.00	\$185.00	\$206.00
Certified Appraiser	\$165.00	\$150.00		\$130.00	\$155.00	\$125.00	\$222.00
Building Cost Estimator	\$145.00	\$140.00		\$130.00	\$140.00	\$165.00	\$199.00
Code Inspector	\$150.00			\$160.00	\$165.00	\$110.00	\$163.00
Communications Support	\$110.00	\$120.00	\$210.00	\$90.00	\$115.00	\$100.00	\$140.00

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

Agenda Report

Agenda Title Name: Authorize the City Manager to execute an Interlocal Agreement with Pinellas County for the designation of disaster debris collection and removal responsibilities.

Action Request: Motion to authorize the City Manager to execute an Interlocal Agreement with Pinellas County for the designation of disaster debris collection and removal responsibilities.

Strategic Objective: Recovery, Resiliency, and Sustainability

Date: December 2, 2025

Prepared By: Camden Mills, Public Services Director

Through: Frances Robustelli, City Manager

Summary of Issue: This Interlocal Agreement with Pinellas County defines the roles and responsibilities for disaster debris collection and removal within the County, establishing clear coordination between the County and municipalities for debris management.

Under the agreement, the City would be responsible for coordinating and ensuring debris removal on City-owned roads and properties, as well as on County roads within the City's boundaries when debris originates from City residents or properties under the City's jurisdiction. The City would also be responsible for debris collection from rights-of-way abutting any unincorporated enclaves within City boundaries.

The County would be responsible for coordinating and ensuring debris removal on County roads that are within unincorporated areas of the County and not along municipal solid waste collection routes. The County would not be responsible for debris removal on municipal roads or other property under the jurisdiction of a municipality, except as mutually agreed upon in writing.

The agreement promotes timely and efficient debris

management, reduces duplication of effort, ensures compliance with federal and state disaster recovery requirements, and strengthens collaboration between the City and Pinellas County.

Approval of this agreement will promote timely and efficient debris management, reduce duplication of effort, ensure compliance with federal and state disaster recovery requirements, and strengthen collaboration between the City and Pinellas County.

Funding:

There is no immediate fiscal impact and routine debris removal costs are included in the 2026 budget. Additional disaster related costs may be eligible for FEMA reimbursement depending on the scope of services and documentation.

Attachments:

1. ILA collection responsibility_draft

INTERLOCAL AGREEMENT FOR THE DESIGNATION OF COLLECTION & REMOVAL RESPONSIBILITIES WITHIN GEOGRAPHIC PINELLAS COUNTY

THIS AGREEMENT, is entered into by PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and the local government signing this Agreement ("MUNICIPALITY"), jointly referred to as "Parties".

Recitals

WHEREAS, the Parties are authorized to and do enter into this Agreement pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, the Parties separately control and maintain various rights-of-way throughout the geographic boundaries of Pinellas County; and

WHEREAS, due to functional classification, road transfers, and/or annexation, the COUNTY has control or maintenance responsibility over certain roads within the geographic boundaries of the MUNICIPALITY and similarly, the MUNICIPALITY has control or maintenance responsibility over certain roads within the COUNTY's jurisdictional boundaries; and

WHEREAS, pursuant to Fla. Stat. §335.04 (1993) and §335.0415 (2025), due to functional classification, the COUNTY may have maintenance responsibility for the "roadbed, curbs, culverts, drains, and other drainage appurtenances" on some county roads within the MUNICIPALITY's boundaries, while the MUNICIPALITY simultaneously has maintenance responsibility over "sidewalks and other ways...open to the public;"; and

WHEREAS, as a result thereof, and in order to ensure that disaster debris collection is performed in the most efficient and cost-effective manner avoiding, where possible, the risk of duplication of efforts, the Parties recognize and agree that the public is better served by the Parties designating debris collection and removal responsibilities in areas where both Parties may have some roadway jurisdiction or responsibility or

where annexation has created a patchwork of properties within municipal and unincorporated limits on a single road; and

NOW THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged by all Parties, it is hereby agreed by and between the Parties as follows:

SECTION 1 INTENT OF THE PARTIES

This interlocal Agreement designates responsibilities for disaster debris collection and removal as between the COUNTY and MUNICIPALITY.

SECTION 2 OBLIGATIONS OF THE COUNTY

The COUNTY will be responsible for coordinating and ensuring debris collection and removal on COUNTY roads that are within unincorporated areas of the COUNTY and are not along MUNICIPAL solid waste collection routes. The COUNTY will not be responsible for debris removal on MUNICIPAL roads, debris generated from MUNICIPAL residents or commercial properties, debris generated from properties along MUNICIPAL solid waste collection routes, or other property under the jurisdiction of a MUNICIPALITY, except as otherwise mutually agreed upon in writing.

SECTION 3 OBLIGATIONS OF THE MUNICIPALITY

3.1 Unless otherwise agreed on by the COUNTY and MUNICIPALITY through written amendment, the MUNICIPALITY will be responsible for coordinating and ensuring disaster debris collection and removal on the MUNICIPALITY's roads and properties, as applicable, within their solid waste collection areas.

3.2 Unless otherwise agreed on by the COUNTY and MUNICIPALITY through written amendment, the MUNICIPALITY will be responsible for coordinating and ensuring disaster debris collection and removal on COUNTY roads within or abutting properties within the MUNICIPALITY's boundaries and debris generated by MUNICIPAL residents or other property under the MUNICIPALITY'S jurisdiction, regardless of road jurisdiction.

3.3 Unless otherwise agreed on by the COUNTY and MUNICIPALITY through written amendment, the MUNICIPALITY is responsible for collecting and removing disaster debris from rights-of-way abutting any unincorporated enclaves within the MUNICIPALITY's geographic boundaries.

SECTION 5 OFFICIAL NOTICE

All notices required by law or by this Agreement to be given by one party to the other shall be in writing and shall be sent to the following respective addresses:

COUNTY: Pinellas County Public Works
Kelli Hammer-Levy, Director
22211 U.S. Highway 19 North
Clearwater, FL 33765
klevy@pinellas.gov

MUNICIPALITY: See Contact Information on Signature page

SECTION 6 HOLD HARMLESS

The Parties agree to be responsible for their own actions taken pursuant to this Agreement, including any amendment hereto and additionally hold each other harmless should this Agreement be deemed to be insufficient to receive Public Assistance from FEMA, or any other related reimbursement. Nothing herein is intended to serve as a waiver of sovereign immunity by the Parties. Nothing herein shall be construed as consent by the Parties to be sued by third parties in any manner arising out of this Agreement.

SECTION 7 FILING WITH THE CLERK

Prior to its effectiveness, this Agreement and any subsequent amendments thereto, must be filed with the Clerk of the Circuit Court of Pinellas County.

[Remainder of page intentionally left blank]

SECTION 8 EXECUTION, EFFECTIVE DATE, TERM AND TERMINATION

8.1 This Agreement may be signed in counterparts and will become effective as to each MUNICIPALITY after execution and upon filing with the Clerk of the Circuit Court of Pinellas County in accordance with Section 6 and shall remain in effect until canceled.

8.2 This Agreement may be canceled for cause upon thirty (30) days written notice. For purposes of this section, "cause" shall mean a material breach of any term contained in this Agreement. However, written notice shall include a notice of such breach and an opportunity to cure such breach within thirty (30) days of receipt of such notice or within any additional period of time as mutually agreed by the Parties.

SECTION 10 ENTIRE AGREEMENT

This document embodies the whole agreement between the Parties delineating jurisdiction for disaster debris collection and removal on public roads. There are no promises, terms, conditions or allegations other than those contained herein, and this document shall supersede all previous communications, representations and/or agreements, whether written or verbal, between the Parties hereto concerning the delineation of jurisdiction for disaster debris collection and removal on public roads.

SECTION 11 APPLICABLE LAW

This agreement shall be governed by the laws of the State of Florida. The Parties agree that venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Pinellas County, Florida.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto, governed by the laws of Florida, have caused these presents to be executed by their duly authorized officers and their official seals hereto affixed, with an effective date as set forth in Section 8.1 above.

PINELLAS COUNTY, by and
through its County Administrator

By: _____
Barry A. Burton
County Administrator

Legal review:

PCAO 540559

CITY OF BELLEAIR BEACH

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF BELLEAIR

By: _____

Print Name:_____

Title: _____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF BELLEAIR SHORE

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF BELLEAIR BLUFFS

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF DUNEDIN

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF CLEARWATER

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF INDIAN ROCKS BEACH

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF GULFPORT

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

KENNETH CITY

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF INDIAN SHORES

By: _____

Print Name:_____

Title: _____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF MADEIRA BEACH

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF LARGO

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF OLDSMAR

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF NORTH REDINGTON BEACH

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF REDINGTON BEACH

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF PINELLAS PARK

By:

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF SAFETY HARBOR

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF REDINGTON SHORES

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF ST. PETERSBURG

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF ST. PETE BEACH

By:

Print Name:_____

Title: _____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF SOUTH PASADENA

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF SEMINOLE

By: _____

Print Name:_____

Title: _____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF TREASURE ISLAND

By: _____

Print Name:_____

Title: _____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF TARPON SPRINGS

By: _____

Print Name:_____

Title: _____

ATTEST:_____

Legal review:_____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

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

Agenda Report

Agenda Title Name: Authorize the City Manager to execute an Interlocal Agreement with Pinellas County for disaster debris collection, removal, monitoring, and management services.

Action Request: Motion to authorize the City Manager to execute an Interlocal Agreement with Pinellas County for disaster debris collection, removal, monitoring, and management services.

Strategic Objective: Recovery, Resiliency, and Sustainability

Date: December 2, 2025

Prepared By: Camden Mills, Public Services Director

Through: Frances Robustelli, City Manager

Summary of Issue: This Interlocal Agreement with Pinellas County provides the City of St. Pete Beach the ability to access competitively procured disaster debris collection, removal, monitoring, and management services within geographic Pinellas County. The County has conducted a competitive procurement process in compliance with federal regulations and FEMA guidance, resulting in contracts for debris removal (Contract No. 25-0644-P) and debris monitoring and management (Contract No. 22-0601-P).

Under the agreement, the City may enter into Participation Agreements with the County's contracted service providers to ensure timely debris management in the event of a major disaster, particularly when municipal resources and staff may be insufficient to meet operational needs. The City would remain responsible for administering and paying for any services it requests through these contracts and for seeking applicable Public Assistance reimbursement.

This agreement ensures that the City has access to professional disaster debris management resources, strengthens regional coordination, promotes efficiency,

and helps maintain compliance with federal and state disaster recovery requirements.

This agreement would serve as a backup, if needed, to the City's active debris collection, removal, monitoring, and management services contracts with Aftermath and Rostan Solutions.

Funding:

There is no immediate fiscal impact. Costs will only be incurred if services are used under a participation agreement. Additional disaster related costs may be eligible for FEMA reimbursement depending on the scope of services and documentation.

Attachments:

1. ILA contract participants

**INTERLOCAL AGREEMENT FOR DISASTER DEBRIS COLLECTION &
REMOVAL SERVICES AND DISASTER DEBRIS MONITORING &
MANAGEMENT SERVICES WITHIN GEOGRAPHIC PINELLAS COUNTY**

THIS AGREEMENT, is entered into by PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and the local government signing this Agreement ("MUNICIPALITY"), jointly referred to as "Parties".

Recitals

WHEREAS, the Parties are authorized to and do enter into this Agreement pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, the COUNTY procured disaster debris collection and removal services and disaster debris monitoring and management services by competitive proposals in compliance with 2 C.F.R. §200.318 through 200.326, and FEMA guidance, and awarded multiple contracts for debris collection and removal ("County Debris Removal Contract" No. 25-0644-P) as well as debris monitoring and management ("County Debris Monitoring Contract" No. 22-0601-P), collectively, "Contracts"; and

WHEREAS, the MUNICIPALITY recognizes that in the event of a major disaster, the MUNICIPALITY may be unable to timely effectuate debris collection using MUNICIPALITY staff and resources; and

WHEREAS, under the terms of the County Debris Removal Contract, Contractors will provide debris removal services within geographic Pinellas County, including upon roads for which the MUNICIPALITY has, by law or contract, the responsibility to remove debris should the MUNICIPALITY enter into this Agreement and subsequent agreement(s) with the Contractor(s) in accordance with a MUNICIPALITY's anticipated needs; and

WHEREAS, the Parties intend for the MUNICIPALITY to receive the benefits of the Contractors without exposing the COUNTY to any costs or expenses for the services rendered by the Contractors to the MUNICIPALITY; and

WHEREAS, under the terms of the County Debris Monitoring and Management Contract, Contractor(s) will provide debris monitoring services within geographic Pinellas County, including for the MUNICIPALITY provided the MUNICIPALITY enter into this Agreement and subsequent agreement(s) with the Contractor(s) in accordance with a MUNICIPALITY's anticipated needs; and

NOW THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged by all Parties, it is hereby agreed by and between the Parties as follows:

SECTION 1 INTENT OF THE PARTIES

1.1 This interlocal Agreement applies to COUNTY Contract Number 25-0644-P for Disaster Debris Removal and Collection Services and COUNTY Contract Number 22-0601-P for Disaster Debris Monitoring and Management Services.

SECTION 2 OBLIGATIONS OF THE COUNTY

2.1 The COUNTY has undertaken a competitive procurement process for disaster debris collection and removal services and disaster debris monitoring and management services, for which municipal representatives participated or had the opportunity to participate.

2.2 The scopes of work procured by the COUNTY provide comprehensive disaster debris collection and removal services and disaster debris monitoring and management services when required.

2.3 The tasks encompassed by the competitively procured contracts include Debris Clearance (First Push); Temporary Debris Storage and Reduction Sites/Management; Debris Removal; Hazardous Tree and Limb Removal; Hazardous Stump Removal; and Debris Monitoring and Management.

2.4. The COUNTY notified potential proposers in the competitive processes that the procurements were joint or cooperative procurements.

2.5 Within thirty (30) days of execution of any contract(s) pursuant to the aforementioned procurement process, if any, , the COUNTY will notify the MUNICIPALITIES in writing and will host a cloud file sharing site where the MUNICIPALITIES will have access to the executed contracts, as well as any subsequent amendments thereto.

2.6 Should the MUNICIPALITY enter into a Participation Agreement(s) in substantially the same form as Exhibit A with the COUNTY's successful contractor(s):

- The COUNTY, within five (5) business days of a request by the MUNICIPALITY, will provide any necessary documentation to support the competitive nature of the procurement as required to assist the MUNICIPALITY in any claim for Public Assistance.
- Notwithstanding the foregoing, if a request is made by a MUNICIPALITY with five (5) days of a declaration of State of Emergency affecting Pinellas County, or at any time during a State of Emergency affecting the Pinellas County, the COUNTY has up to sixty (60) days to provide documentation supporting the competitive nature of the procurement in order to assist the MUNICIPALITY in any claim for Public Assistance.

2.7 The COUNTY will be responsible for seeking Public Assistance for disaster debris collection, removal, and monitoring as appropriate **only** for costs incurred by the COUNTY.

2.8 Nothing in this Agreement obligates the COUNTY to provide a debris management site (DMS) for use by the MUNICIPALITY or prevent the COUNTY and MUNICIPALITY from entering into separate agreements relating to DMS usage.

SECTION 3 OBLIGATIONS OF THE MUNICIPALITY

3.1 The MUNICIPALITY is solely responsible for determining that the COUNTY's competitive procurement process resulting in the award of Contracts meets and satisfies the MUNICIPALITY's procurement requirements, and requirements for any reimbursement, and is satisfied that the COUNTY's process complies with 2 C.F.R. §200.318 through 200.326 and FEMA guidance.

3.2 If the MUNICIPALITY decides to enter into an agreement with the Contractor(s) pursuant to the COUNTY's competitive procurement process or any subsequent emergency procurement process, it will do through Participation Agreement(s) substantially similar to that attached hereto as Exhibit A. Written notice of such participation must be provided to the COUNTY within five (5) business days of entering into such a contract.

3.3 The MUNICIPALITY is responsible for administering all aspects of Contracts it enters into with Contractor(s) pursuant to this Agreement and its participation agreement(s) including, but not limited to, contract administration for services rendered on its behalf.

3.4 The MUNICIPALITY agrees that the COUNTY's prioritization of debris collection, particularly as it relates to First Push, takes precedence over the MUNICIPALITY's prioritization.

3.5 The MUNICIPALITY is responsible for payment of disaster debris collection services and disaster debris monitoring and management services performed on behalf of the MUNICIPALITY pursuant to the MUNICIPALITY's contract with the Contractor(s).

3.6 The MUNICIPALITY is responsible for seeking Public Assistance from FEMA, or other entities as appropriate.

3.7 Unless otherwise agreed on by the COUNTY and MUNICIPALITY through written addendum or amendment, the MUNICIPALITY will be responsible for coordinating and ensuring debris collection and removal on the MUNICIPALITY's roads, properties within their solid waste collection areas, collection of debris on COUNTY roads within or abutting properties within the MUNICIPALITY's boundaries, collection of debris generated by MUNICIPAL residents regardless of road jurisdiction, and other property under the MUNICIPALITY's jurisdiction.

3.8 Unless otherwise agreed on by the COUNTY and MUNICIPALITY through written addendum or amendment, the MUNICIPALITY is responsible for collecting and removing disaster debris from rights-of-way abutting any unincorporated enclaves, and unincorporated property located within the MUNICIPALITY's boundaries, unless otherwise directed or arranged through a written agreement with the COUNTY.

3.9 The MUNICIPALITY will be responsible for identifying, authorizing, managing and restoring debris management site(s) (DMS) for the management of debris collected by the MUNICIPALITY. Authorization to utilize a COUNTY DMS will require written approval by the COUNTY.

SECTION 4 ADDITIONAL SERVICES

The Parties agree not to obtain or enter into agreements to obtain additional services with the Contractor(s) awarded the jointly or cooperatively procured disaster debris collection contracts and/or the disaster debris monitoring and management contract(s) by the COUNTY pursuant to COUNTY Contract Numbers 25-0644-P and 22-0601-P, except as expressly authorized by the COUNTY's Contract(s) or this Agreement.

SECTION 5 OFFICIAL NOTICE

All notices required by law or by this Agreement to be given by one party to the other shall be in writing and shall be sent to the following respective addresses:

COUNTY: Pinellas County Public Works
Kelli Hammer-Levy, Director
22211 U.S. Highway 19 North
Clearwater, FL 33765
klevy@pinellas.gov

MUNICIPALITY: See Contact Information on Signature page

[The remainder of this page was intentionally left blank]

SECTION 6 HOLD HARMLESS

The Parties agree to be responsible for their own actions taken pursuant to this Agreement and/or any agreement entered into pursuant hereto and additionally hold each other harmless should this Agreement or the procurements of disaster debris collection, removal, and/or monitoring services and the expenses incurred as a result be deemed to be insufficient to receive Public Assistance from FEMA, or any other related reimbursement. Nothing herein is intended to serve as a waiver of sovereign immunity by the Parties. Nothing herein shall be construed as consent by the Parties to be sued by third parties in any manner arising out of this Agreement.

SECTION 7 FILING WITH THE CLERK

Prior to its effectiveness, this Agreement and any subsequent amendments thereto must be filed with the Clerk of the Circuit Court of Pinellas County.

SECTION 8 EXECUTION, EFFECTIVE DATE, TERM AND TERMINATION

8.1 This Agreement may be signed in counterparts and will become effective as to each MUNICIPALITY after execution and upon filing with the Clerk of the Circuit Court of Pinellas County in accordance with Section 6 and shall remain in effect until canceled or until the termination of the agreements entered into by the COUNTY pursuant to the competitive procurements referenced herein, whichever is sooner.

8.2 This Agreement may be canceled for cause upon thirty (30) days written notice. For purposes of this section, "cause" shall mean a material breach of any term contained in this Agreement. However, written notice shall include a notice of such breach and an opportunity to cure such breach within thirty (30) days of receipt of such notice or within any additional period of time as mutually agreed by the Parties.

SECTION 9 TERMINATION OF DISASTER DEBRIS COLLECTION AGREEMENT

Nothing herein shall prevent any party hereto, including the COUNTY from terminating any disaster debris collection contracts or disaster debris monitoring and management contracts entered into pursuant to COUNTY Contracts, or any party to a Participation Agreement from terminating that agreement in accordance with the termination provisions of those contracts.

SECTION 10 ENTIRE AGREEMENT

This document embodies the whole agreement between the Parties. There are no promises, terms, conditions or allegations other than those contained herein, and this document shall supersede all previous communications, representations and/or

agreements, whether written or verbal, between the Parties hereto concerning the cooperative procurement of disaster debris collection and disaster debris monitoring and management contracts.

SECTION 11 APPLICABLE LAW

This agreement shall be governed by the laws of the State of Florida. The Parties agree that venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Pinellas County, Florida.

IN WITNESS WHEREOF, the Parties hereto, governed by the laws of Florida, have caused these presents to be executed by their duly authorized officers and their official seals hereto affixed, with an effective date as set forth in Section 8.1 above.

PINELLAS COUNTY, by and
through its County Administrator

By: _____
Barry A. Burton
County Administrator

Legal review:

CITY OF BELLEAIR BEACH

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF BELLEAIR

By: _____

Print Name:_____

Title: _____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF BELLEAIR SHORE

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF BELLEAIR BLUFFS

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF DUNEDIN

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF CLEARWATER

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF INDIAN ROCKS BEACH

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF GULFPORT

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

KENNETH CITY

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF INDIAN SHORES

By: _____

Print Name:_____

Title: _____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF MADEIRA BEACH

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF LARGO

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF OLDSMAR

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF NORTH REDINGTON BEACH

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF REDINGTON BEACH

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF PINELLAS PARK

By:

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF SAFETY HARBOR

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF REDINGTON SHORES

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF ST. PETERSBURG

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF ST. PETE BEACH

By:

Print Name:_____

Title: _____

ATTEST:_____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF SOUTH PASADENA

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF SEMINOLE

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF TREASURE ISLAND

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF TARPON SPRINGS

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

EXHIBIT A.1

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS COLLECTION AND
REMOVAL SERVICES AS PART OF COUNTY CONTRACT 25-0644-P

This contract entered into this __day of _____, 202__, by and between the City/Town of _____, a political subdivision of the State of Florida, whose address is _____, hereinafter called "CITY/TOWN", and _____ an Incorporated Company whose address is _____, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Contract 25-0644-P for Disaster Debris Collection and Removal Services ("County Contract") the CITY/TOWN desires to enter into an agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and County Contract.

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Contract shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY/TOWN."
2. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Emergency Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.
3. The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Emergency Contract.
4. This Contract will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.
5. This Contract may be terminated by either party in accordance with the termination provisions set forth in the County Emergency Contract.

CONTRACTOR

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST: _____

CITY/TOWN

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST: _____

(CITY/TOWN SEAL)

EXHIBIT A.2

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS MONITORING AND
MANAGEMENT SERVICES AS PART OF COUNTY CONTRACT 22-0601-P

This contract entered into this __day of _____, 202__, by and between the City/Town of _____, a political subdivision of the State of Florida, whose address is _____, hereinafter called "CITY/TOWN", and _____ an Incorporated Company whose address is _____, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Contract 22-0601-P for Disaster Debris Monitoring and Management Services ("County Contract") the CITY/TOWN desires to enter into an agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and County Contract.

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

6. This Contract shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY/TOWN."
7. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Emergency Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.
8. The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Emergency Contract.
9. This Contract will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.
10. This Contract may be terminated by either party in accordance with the termination provisions set forth in the County Emergency Contract.

CONTRACTOR

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST: _____

CITY/TOWN

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST: _____

(CITY/TOWN SEAL)

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

Agenda Report

Agenda Title Name: Authorize the City Manager to execute an amendment to an Interlocal Agreement with Pinellas County for Water Quality Monitoring and Assessment.

Action Request: Motion to authorize the City Manager to execute an amendment to an Interlocal Agreement with Pinellas County for Water Quality Monitoring and Assessment.

Strategic Objective: Operational Excellence

Date: December 2, 2025

Prepared By: Camden Mills, Public Services Director

Through: Frances Robustelli, City Manager

Summary of Issue: The City of St. Pete Beach is a co-permittee under the Interlocal Agreement between Pinellas County and National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer Systems (MS4) Co-Permittees for Water Quality Monitoring and Assessment, originally approved in March 2020. This agreement established a coordinated, countywide program for long-term water quality monitoring to support NPDES compliance, regional environmental assessment, and informed stormwater management planning.

Pinellas County has issued the First Amendment to the Interlocal Agreement Between Pinellas County and NPDES MS4 Co-Permittees for Water Quality Monitoring and Assessment. The amendment primarily extends the term of services for an additional five years and updates contact information for participating agencies. The amendment does not alter the established scope of services, program structure, or cost-allocation methodology.

Continued participation in this countywide program ensures the City maintains access to consistent, high-quality water quality data, supports NPDES MS4 permit compliance, and contributes to regional

coordination in monitoring and environmental resource management.

Funding:

There is no immediate fiscal impact and costs will be incurred based on participation in the agreement. These fees are included in the 2026 budget.

Attachments:

1. C of SPBch ILAWQM 2025 Unsigned Signature Sheet
2. Co-Perm_monitoring ILA_2025 Amendment_1_Final_Unsigned

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES
FOR WATER QUALITY MONITORING AND ASSESSMENT**

CITY OF ST. PETE BEACH

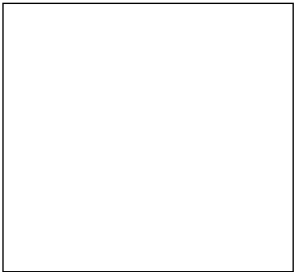
Adrian Petrila
Mayor

Frances Robustelli
City Manager

Approved as to form:

Attest:

Seal



Ralf Brooks
Attorney

Renee Rose
City Clerk

*PINELLAS COUNTY PUBLIC WORKS MANAGES ENVIRONMENTAL, STORMWATER, AND
TRANSPORTATION SYSTEMS TO PROVIDE A SAFE SUSTAINABLE, AND VIBRANT COMMUNITY
FOR THE PEOPLE OF PINELLAS COUNTY*



**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES
FOR WATER QUALITY MONITORING AND ASSESSMENT
(PID No. 002318)**

AGREEMENT PREPARED BY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENVIRONMENTAL MANAGEMENT
NOVEMBER 2025

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES
FOR WATER QUALITY MONITORING AND ASSESSMENT**

THIS FIRST AMENDMENT (hereinafter this "First Amendment") to the INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR WATER QUALITY MONITORING AND ASSESSMENT dated September 10, 2020 (hereinafter the "Interlocal Agreement"), entered into this ____ day of _____, 2025, between PINELLAS COUNTY, a political subdivision of the State of Florida (hereinafter the "COUNTY") and the following municipalities in Pinellas County, Florida: Town of Belleair, City of Belleair Beach, City of Belleair Bluffs, City of Clearwater, City of Dunedin, Town of Kenneth City, City of Gulfport, City of Indian Rocks Beach, City of Largo, City of Madeira Beach, Town of North Redington Beach, City of Oldsmar, City of Pinellas Park, Town of Redington Beach, Town of Redington Shores, City of St. Pete Beach, City of Safety Harbor, City of Seminole, City of South Pasadena, City of Tarpon Springs, and City of Treasure Island (although separate parties hereto collectively the "CO-PERMITTEES"); collectively the COUNTY and CO-PERMITTEES are referred to as the "PARTIES."

WITNESSETH:

WHEREAS, the PARTIES entered into the Interlocal Agreement on September 10, 2020; and

WHEREAS, the Interlocal Agreement terminates upon the CO-PERMITTEES full payment of COUNTY invoices for Fiscal Year 2025; and

WHEREAS, the PARTIES wish to extend the COUNTY'S performance of the Water Quality Monitoring and Assessment Program and term of the Interlocal Agreement for an additional five (5) years; and

WHEREAS, the Florida Department of Environmental Protection ("FDEP") NPDES MS4 Permit FLS000005 ("MS4 Permit") is still in effect as the COUNTY submitted an MS4 Permit re-application with the Cycle 4 Year 4 Annual Report to FDEP on February 28, 2023, and pursuant to Rule 62-624.420, F.A.C., the existing MS4 Permit "shall not expire until the [FDEP] has taken final action on the application for renewal or until the last day for seeking judicial review of the agency order or a later date fixed by order of the reviewing court" provided the renewal application is "timely and sufficient"; and

WHEREAS, the PARTIES wish to update the contact information in SECTION 4.

NOW THEREFORE, the Interlocal Agreement is amended as follows:

1. The COUNTY'S performance of the Water Quality Monitoring and Assessment Program, as set forth in SECTION 2 (COUNTY PERFORMANCE OF ASSESSMENT PROGRAM), is hereby extended an additional five (5) years to include Fiscal Years 2026, 2027, 2028, 2029, and 2030.

2. That SECTION 4. (NOTICE) shall be amended to read as follows:

All notices, payments, and other written communications between the parties shall be sent by electronic mail, certified U.S. mail, or recognized courier delivery service. Such notices shall be deemed effective upon delivery, as evidence by an electronic mail read receipt, a certified mail delivery receipt, or a courier service delivery receipt. Any notices, invoices, payments, and written communications shall be delivered to the PARTIES at their respective contact information as set forth below:

Belleair Bluffs:

Debra Sullivan
City Administrator
City of Belleair Bluffs
2747 Sunset Blvd.
Belleair Bluffs, FL 33770
727-584-2151
dsullivan@belleairbluffs-fl.gov

Belleair:

Ryan Womack
Public Works Superintendent
Town of Belleair
1075 Ponce De Leon Blvd.
Belleair, FL 33756
727-588-3769
rwomack@townofbelleair.net

Clearwater:

Sarah Kessler
CRS/MS4 Coordinator
City of Clearwater
P.O. Box 4748
Clearwater, FL 33758
727-444-8233
sarah.kessler@myclearwater.com

Belleair Beach:

Kyle Riefler
City Manager
City of Belleair Beach
444 Causeway Blvd.
Belleair Beach, FL 33786
727-229-8431
kyle.riefler@cityofbelleairbeach.com

Gulfport:

Tom Nicholls
Public Works Director
City of Gulfport
2401 53rd St. South
Gulfport, FL 33707
727-893-1090
tnicholls@mygulfport.us

Dunedin:

Michelle Monteclaro
Assistant Public Works Director
City of Dunedin
1405 County Road 1
Dunedin, FL 34698
727-298-3232
michelle.monteclaro@dunedin.gov

Kenneth City:

Kristin Cook
Deputy Clerk
Town of Kenneth City
6000 54th Ave. N.
Kenneth City, FL 33709
727-498-8948
kcook@kennethcityfl.org

Madeira Beach:

Megan Wepfer
Director of Public Works
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708
727-543-8154
mwepfer@madeirabeachfl.gov

Oldsmar:

Johna Jahn
Interim Public Works Director
City of Oldsmar
100 State Street West
Oldsmar, FL 34677
813-749-1233
jjahn@oldsmarfl.gov

Redington Beach:

Adriana Nieves
Town Clerk
Town of Redington Beach
105 164th Ave.
Redington Beach, FL 33708
727-391-3875
townclerk@townofredingtonbeach.com

Safety Harbor:

Renee Cooper
Public Works Director
City of Safety Harbor
1200 Railroad Ave.
Safety Harbor, FL 34695
727-724-1550
rcooper@cityofsafetyharbor.com

Seminole:

Rodney Due
Public Works Director
City of Seminole
9199 113th St. N.
Seminole, FL 33772
727-397-6383
rdue@myseminole.com

Indian Rocks Beach:

Dean Scharmen
Public Works Director
City of Indian Rocks Beach
1507 Bay Palm Blvd.
Indian Rocks Beach, FL 33785
727-595-6889
dscharmen@irbcity.com

Largo:

Brooke Driskell
Stormwater Program Administrator
City of Largo
P.O. Box 296
Largo, FL 33779
727-587-6713
bdriskell@largo.com

North Redington Beach:

Russ Schmader
Public Works Supervisor
Town of North Redington Beach
190 173rd Ave.
North Redington Beach, FL 33708
727-391-4848
publicworks@townofnrb.com

Pinellas Park:

Kyle Arrison
Transportation, Stormwater, Construction
Division Director
City of Pinellas Park
6250 82nd Ave. N.
Pinellas Park, FL 33781
727-369-5621
karrison@pinellaspark.com

Redington Shores:

Margaret Carey
Town Clerk
Town of Redington Shores
17425 Gulf Blvd.
Redington Shores, FL 33708
727-397-5538
townclerk@redshoresfl.com

South Pasadena:

Shawn Shimko
Public Works Director
City of South Pasadena
7047 Sunset Dr. S.
South Pasadena, FL 33707
727-384-0701
sshimko@mysouthpasadena.com

St. Pete Beach:

Frances Robustelli
City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706
727-426-3521
frobustelli@stpetebeach.org

Tarpon Springs:

Anthony "Tony" Mannello
Streets and Stormwater Supervisor
City of Tarpon Springs
325 E. Pine Street
Tarpon Springs, FL 34689
727-942-5606
amannello@ctsfl.us

Treasure Island:

Gary Volenec
Public Works Director
City of Treasure Island
10451 Gulf Blvd.
Treasure Island, FL 33706
727-547-4575
gvolenec@mytreasureisland.org

3. The term of the Interlocal Agreement, as set forth in SECTION 5 (AGREEMENT TERM), is hereby extended an additional five (5) years and shall remain in effect until all invoices for Fiscal Year 2030 are paid by CO-PERMITTEES.

4. This First Amendment will be effective upon execution by all PARTIES and filing with the Clerk of the Circuit Court of Pinellas County pursuant to F.S. § 163.01(11).

5. All other provisions and conditions of the Interlocal Agreement shall remain in full force and effect.

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES
FOR WATER QUALITY MONITORING AND ASSESSMENT**

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

PINELLAS COUNTY, FLORIDA, by and through its
Board of County Commissioners

By: _____
Brian Scott, Chair

ATTEST:

Ken Burke, Clerk of the Circuit Court

APPROVED AS TO FORM:

By: _____
Office of County Attorney

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

Agenda Report

Agenda Title Name: Authorize the City Manager to Execute Amendment No. 1 to Agreement FM1024 – Fire Station 22 State Appropriations

Action Request: Motion to authorize the City Manager to execute Amendment No. 1 to Agreement FM1024 – Fire Station 22 State Appropriations.

Strategic Objective: Recovery, Resiliency, & Sustainability

Date: December 2, 2025

Prepared By: Jim Kilpatrick, Fire Chief

Through: Frances Robustelli, City Manager

Summary of Issue:

The City of St. Pete Beach entered into Agreement FM1024 with the Florida Department of Financial Services (DFS) following the award of state appropriations beginning July 1, 2023, to support the design and construction of Fire Station 22. This initial allocation provided funding to advance the replacement of the facility and support long-term public safety infrastructure needs.

During the 2025–2026 legislative session, the State of Florida approved additional project funding under line 2251B of the General Appropriations Act. This appropriation increases the total available state funding for Fire Station 22.

Amendment No. 1 increases the project's state allocation by \$3,000,000, bringing the total state funding to \$5,000,000. Execution of this amendment is required for the City to access and draw down these funds.

The additional appropriations significantly enhance the City's ability to advance design and construction activities and reduce the reliance on local funding sources. All other terms and conditions of Agreement

FM1024 remain unchanged.

Staff has reviewed the amendment and recommends approval.

Funding:

The project will be funded through a Florida State Legislature Budget Appropriation.

Attachments:

1. FM1024 A1 - City of St Pete Beach

**AMENDMENT NO. 1 TO AGREEMENT FM1024
BETWEEN
THE DEPARTMENT OF FINANCIAL SERVICES
AND
CITY OF ST. PETE BEACH**

This Amendment No. 1 (Amendment) to Agreement FM1024 (Agreement) is made by and between the Department of Financial Services (Department), an agency of the state of Florida, and City of St. Pete Beach (Grantee), collectively referred to herein as the “Parties.”

WHEREAS, the Department, pursuant to line 2485A of the 2023-2024 General Appropriations Act, entered into the Agreement with the Grantee for the design and construction of Fire Station #22 (Project), effective July 1, 2023;

WHEREAS, on July 1, 2025, line 2251B of the 2025-2026 General Appropriations Act provided additional funding for the Project; and

WHEREAS, the Parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

- 1) The terms and conditions of the Agreement are incorporated by reference as if fully re-written herein. Except as expressly amended and supplemented by this Amendment, the terms and conditions of the Agreement will remain in effect unchanged. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.
- 2) Item 1, Compensation, of Section E., Agreement Payment and Funding Considerations, is hereby amended to reflect “\$5,000,000.00” in place of “\$2,000,000.00”.
- 3) Attachment 1, Statement of Work (SOW) of the Agreement is hereby removed in its entirety and replaced with Attachment 1, Statement of Work (FCO-2D) as attached and referenced herein.
- 4) Attachment 4, FCO Grant Quarterly Status Report, is hereby removed in its entirety and replaced with Attachment 4, FCO Grant Quarterly Status Report, as attached and referenced herein.
- 5) Attachment 5, Reimbursement Request Letter, is hereby removed in its entirety and replaced with Attachment 5, Reimbursement Request Letter, as attached and referenced herein.
- 6) Counterparts and Electronic Signature. This Amendment may be signed in multiple counterparts, each of which may be deemed an original, but which together shall constitute the same instrument. Facsimile, documents executed, scanned, and transmitted electronically and “Electronic Signatures” shall be deemed original signatures for purposes of this Amendment and all matters related thereto, with each such facsimile, scanned, or Electronic Signature having the same legal effect as original signatures. “Electronic Signature” means an electronic sound, symbol, or process attached to or associated with a contract or other record and adopted by a party with the intent to sign, authenticate, or accept such contract or record.
- 7) Except as otherwise provided in this Amendment, this Amendment shall be effective as of the date last signed below.

-Signature Page Follows-

IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

Department of Financial Services

City of St. Pete Beach

Authorized Signature

Authorized Signature

Typed or Printed Name

Typed or Printed Name

Title

Title

Date

Date

ATTACHMENT 1
Statement of Work (FCO-2D)

- 1. Project Description.** The Department, through its Division of State Fire Marshal (Division), has the authority, pursuant to a specific appropriation of the General Appropriations Act, to grant funds to the Grantee. Line 2485A of the General Appropriations Act for the 2023-2024 State fiscal year provides for the appropriation of \$2,000,000.00 and line 2496A of the General Appropriations Act for the 2025-2026 State fiscal year provides an additional \$3,000,000.00 to the Grantee for the design and construction of Fire Station #22, hereinafter referred to as the Project, to serve the needs of the local community.

Funding under this Agreement will be used for the design and construction of a fire station located at 1950 Pass-A-Grille Way in St. Pete Beach, Florida. The fire station design and construction must comply with the requirements of the contract(s) the Grantee enters into with its contractor(s), which is attached hereto and incorporated by reference herein. The total project costs are estimated at \$5,000,000.00.

- 2. Performance Period.** The Performance Period of this Agreement begins on July 1, 2025, and ends after completion of all deliverables, upon depletion of funding, or upon termination of funding, whichever occurs first, unless terminated earlier in accordance with the terms of this Agreement.
- 3. Grantee Responsibilities.** In addition to completing the deliverable(s) identified in Section 5., Deliverables, the Grantee must:
- a. Complete all pre-construction elements for the Project, which include, but are not limited to engineering and design development and construction site preparation, as applicable.
 - b. Submit to the Department, prior to beginning the Project, copies of:
 - i. all ownership documents;
 - ii. all contracts and subcontracts in furtherance of this Agreement; and
 - iii. written evidence that all Project services were competitively procured to the extent required by law.
 - c. Complete the Project in accordance with:
 - i. the design and construction plans for the Project;
 - ii. the requirements set forth in this Agreement; and
 - iii. any applicable local, State (including, but not limited to, chapter 255, F.S.), and federal laws and regulations.
 - d. Provide the Department with any amendments made to the contracts and subcontracts issued in furtherance of this Agreement. Note: It will be in the Department's sole discretion to determine whether such amendments require a written amendment to this Agreement.
 - e. Display signage at the project site that specifies the project intent, fund source, and estimated date of completion. Sign must be in place prior to reimbursement or advancement of funds for construction costs, be visible from a public roadway, and remain at project site until project is completed. The following verbiage must be included on all project signage:
 - i. Project Intent: State the intended outcome of the Project as described by the Florida Legislature and/or in official Project documents.
 - ii. Fund Source: Must state verbatim, *"Funding for this project appropriated by the Florida Legislature and facilitated by the Department of Financial Services, Division of State Fire Marshal."*
 - iii. Estimated Date of Completion: Indicate the estimated completion date as specified in official Project documents.

Any requests to modify or rearrange the above language should be submitted to the Department's Contract Manager for Department approval.

- f. Complete and submit the Status Update Request Form, incorporated by reference as Attachment 4, according to the submittal schedule below, evidencing project status updates. The submittal schedule is as follows:

Quarter 1 (January to March) due by April 15th.

Quarter 2 (April to June) due by July 15th.

Quarter 3 (July to September) due by October 15th.

Quarter 4 (October to December) due by January 15th of the following year.

- g. Submit monthly fire incident data to the National Fire Incident Reporting System via <https://www.nfirs.fema.gov/NFIRSWeb/login> until December 25, 2025. On and after January 1, 2026, and for the entire duration of the Performance Period listed in the Agreement, submit monthly fire incident data to the National Emergency Response Information System via <https://neris.fsri.org/>. Proof of submittance of fire incident data is required to be provided to the Department within fifteen (15) days from the Department's demand.
- h. Upon execution of this Agreement, provide the Department written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Agreement, the Grantee shall furnish the Department proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, the Grantee shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

4. **Department's Responsibilities.** The Department shall monitor the Grantee's progress as it deems necessary to verify that all requirements of the Agreement are being performed in accordance with this Agreement. The Department shall review submitted documentation and process payments to the Grantee to reimburse allowable, reasonable, and necessary expenditures, not to exceed the appropriation amount specified in Section 1., Project Description. The Department will monitor reporting compliance for the Grantee and will notify the appropriate parties of non-compliance.

5. **Deliverables.** The Grantee shall complete the following deliverables:

Table 1 Deliverables		
Deliverable No. 1 – Pre-Construction Tasks		
Tasks	Documentation	Financial Consequences
Complete all work to plan and design the Project in accordance with the contract between the Grantee and the contractor performing the work, which is attached as Appendix 1.	1) Invoice in accordance with Section 7., below. 2) The Grantee shall submit: a. Documents evidencing the procurement of the design/architectural contractor. b. Copies of invoices for payment under the	Failure to complete this deliverable as specified within this SOW will result in non-payment of the invoiced amount.

	design/architectural contract. c. Cleared checks, electronic funds transfers, or bank statements showing that payment was issued to the Grantee's contractor.	
DELIVERABLE 1 ESTIMATED COST: \$2,000,000.00		
Deliverable No. 2 –Construction Tasks		
Tasks	Documentation	Financial Consequences
Complete all work for the Project in accordance with the contract between the Grantee and the contractor performing the work, which is attached as Appendix 2. [Note: The contract for this work will not be finalized until after completion of Deliverable No. 1, and therefore it is not currently attached. Once the contract is entered, this Agreement will be amended to attach the contract as Appendix 2 and to delete this sentence.]	1) Invoice in accordance with Section 7., below. 2) The Grantee shall submit copies of: a. Any documents demonstrating satisfactory performance in completion of the tasks listed in the contract which is attached as Appendix 2; b. Proof of release of any liens that are associated with the work for which payment is requested; documentation to support performance by and payments made by contractor to subcontractors and suppliers for satisfaction of contractor's obligations under its contract with the Grantee; and c. Cleared checks, electronic funds transfers, or bank statements showing that payment was issued to the Grantee's contractor.	1) Failure to complete this deliverable as specified within this SOW will result in non-payment of the invoiced amount. 2) Failure to pass each required construction phase inspection, as applicable, will result in non-payment of the associated invoiced task(s) until passage of the construction phase inspection. The Department will not reimburse the Grantee the amount of fees assessed for any re-inspection.
DELIVERABLE 2 ESTIMATED COST: \$3,000,000.00		
TOTAL GRANT AMOUNT NOT TO EXCEED \$5,000,000.00		

6. Reconciliation Report. Pursuant to section 215.971, F.S., the Department's Contract Manager must produce a final reconciliation report reconciling all funds paid out to the Grantee under this Agreement

against all funds expended by the Grantee in performance of this Agreement. If the Department's Contract Manager requests documentation from the Grantee's Agreement Manager for this purpose, Grantee must submit such documentation to the Department within ten (10) business days of receipt of the Department's request.

- 7. Invoice Submittal and Payment Schedule.** This is a cost reimbursement agreement. The State's and the Department's performance and obligation to pay under this Agreement after the State fiscal year referenced above is contingent upon the fixed capital outlay funding remaining available for use by the Grantee for the purpose specified herein. The Grantee shall provide itemized invoices for all portions of the deliverable rendered during that period. After receipt of the invoice, and in accordance with the payment provisions established in Section 4., Payment and Funding Considerations, of the Agreement, the Department shall disburse the amount of funds approved by the Department. To request reimbursement, the Grantee shall:

 - a. Complete the Reimbursement Request Letter, incorporated by reference as Attachment 5, signed by the Grantee's Agreement Manager certifying that the costs being claimed in the invoice package:
 - i. Are specifically for the project represented to the State in the budget appropriation;
 - ii. Have been paid;
 - iii. Were incurred within the Performance Period as specified in Section 2., Performance Period, above; and
 - iv. Are not a duplicate, and duplicates will not be submitted to another funding source.
 - b. Provide all documentation (specified in Section 5., Deliverables) necessary to demonstrate that progress on the project has been made and the work being invoiced has been completed in accordance with the requirements of this Agreement.

The Department may require any other information from the Grantee that the Department deems necessary to verify performance in accordance with this Agreement.
- 8. Advance Payments.** If authorized by section 216.011(1)(t) or (u) and section 216.181(16), F.S., the Grantee can submit a request to be approved for advancement by the Department. To request advance payment, the Grantee must:

 - a. Submit a detailed, signed letter on official letterhead to the Department's Contract Manager explaining the reason for the advance and specifying the exact dollar amount requested.
 - b. Provide all supporting documents demonstrating the need and scope of the request to the Department's Contract Manager. The Contract Manager may require additional documentation before approving the advance, and the Grantee must comply with any such requests.
- 9. Financial Consequences for Failure to Timely and Satisfactorily Perform.** Failure to complete the required duties outlined in the SOW shall result in the rejection of the invoice and as stated above in Section 5., Deliverables. If re-inspection is invoiced, the Department will reduce the invoice by that amount. If the Grantee received advance payment and failed to timely and satisfactorily perform, any funds the Grantee received must be returned to the Department upon the Department's written notification. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification. This provision for financial consequences shall not affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.
- 10. Disposition of Property.** Upon satisfactory completion of the requirements of this Agreement, the Grantee is authorized to retain ownership of the real property improved under this Agreement. However, for five (5) years thereafter the Grantee must provide written notice to the Department of any circumstance that:

 - a. will impact or has impacted, in any way, the Grantee's ownership of such property; or
 - b. will modify or has modified the use of such property from the purposes authorized herein.

Such notice must be provided within ten (10) business days of learning of the event that will result or has resulted in either circumstance. If either of these circumstances arise, the Department will have the right, within its sole discretion, to demand that the Grantee reimburse the Department for part of or all the funding provided to the Grantee under this Agreement.

- 11. Failure to Complete Project Timely.** Upon completion of the project, the Grantee shall submit to the Department a copy of the Certificate of Occupancy and photos of the completed project. If the Grantee fails to complete the project within five (5) years after the total maximum amount for Deliverable No. 1 has been paid, the Department will have the right, in its sole discretion, to demand that the Grantee reimburse the Department for part, or all the funding provided to the Grantee under this Agreement.



DIVISION OF
STATE FIRE MARSHAL
FLORIDA DEPARTMENT OF FINANCIAL SERVICES



FCO Grant Quarterly Status Report

Instructions: This form is to be completed by the grantee no less than once per quarter after the execution of the agreement and is to be done until all funds are dispersed. If you are also requesting reimbursement, please complete the reimbursement request form and attach the required documentation.

Grantee:		Reporting Period:		Contract Number:	
Project Description:					
Attachments (Check):		Notice to Proceed ☐		Photos ☐	
Reimbursement Request ☐		Cert. of Occupancy ☐		Inspection Reports ☐	
Other:					
1. Current Project Phase – Mark active phases and, if applicable, list percentage complete					
Land Purchased ☐		Design ☐		Site Prep ☐	
Construction ☐		Inspection ☐		Project Complete ☐	
2. Work Completed This Period:					
3. Work Anticipated Next Period:					
4. Problem Areas/Other Comments (Plan Revisions, Delays, Difficulties, etc):					
Grantee	Grantee Representative				
	I certify that the information provided above is true and correct per the terms of the Grant Agreement.				
	Date	Printed Name/Title	Signature		
Department	Comments/Notes				
	Review Date	Site Visit	__Yes __No		Contract Manager Signature



DIVISION OF
STATE FIRE MARSHAL
FLORIDA DEPARTMENT OF FINANCIAL SERVICES



Fixed Capital Outlay Grant Agreement

Attachment 5 - Reimbursement Request Letter

I, _____, on behalf of
(Print name of Grantee's Grant Manager)

_____, do hereby certify for
(Print name of Grantee)

Contract No. _____ and Reimbursement Request No. _____ that:

- 1) The costs being claimed on this request are specifically for the project represented to the State in the budget appropriation
- 2) The costs being claimed on this request are for one or more of the fixed capital outlay components listed in the deliverable in Section 4, Deliverable, of the Scope of Work
- 3) The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project
- 4) The costs being claimed on this request were incurred after the date specified in Section C, Performance Period, of the Agreement document, and prior to the end of the Performance Period
- 5) A duplicate invoice for the same services, supplies, materials and/or labor set forth in the attached invoice has not been submitted, and will not be submitted, to another funding source for this Project

Signature of Grantee's Grant Manager

Print Name

Reimbursement Detail

Request #	Grantee:	
Submit Date:	Grantee Address:	
Contract #	Grantee Contact:	
Deliverable:		

Vendor	Invoice #	Invoice Date	Invoice Description	Reimbursement Requested
			Request Total	\$
			Total Previous Payments	\$
			Total Grant Amount	\$
			<i>Remaining Funds</i>	\$

Grantee Certification: Sign here and complete the Grantee's Certification of Reimbursement Request on Page 1 to certify that the amount being requested for reimbursement is true and valid in accordance with the Agreement.

**Grantee Signature
& Date:**

SFM Use

Contract Manager Receipt:

Component Checklist:	Vendor Invoice(s) ☐	Payment ☐	Tasks Performed ☐	Funds Reconciled ☐
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**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Approval of the City-sponsored Annual City of St. Pete Beach Bonfire event located at the 16th Ave walkover in Pass A Grille on December 10, 2025.

Action Request: Motion to approve the Bonfire event as a City-sponsored event located at the 16th Ave walkover in Pass A Grille on December 10, 2025.

Strategic Objective: Community Prosperity

Date: December 2, 2025

Prepared By: Mandy Edmunds, Operations Manager

Through: Frances Robustelli, City Manager

Summary of Issue: The annual Pass-A-Grille Bonfire is a long-standing community event historically sponsored by the Pass-A-Grille Community Association. Event activities traditionally include a beach bonfire, holiday carolers, visit with Santa and light refreshments provided by residents of the Pass-A-Grille and Vina Del Mar neighborhoods.

Currently, this event is classified as a co-sponsored event, which provides the applicant with the following for this specific:

- Waiver of the event permit fee
- Waiver of EMS services fees
- Waiver of Sheriff service fees (as needed)

Current requirements for the applicant to provide:

- Certificate of Liability Insurance listing the City of St. Pete Beach as additionally insured
- Signed Hold Harmless Agreement
- Site plan of the proposed event layout

At the request of the District 4 Commissioner, staff is

seeking Commission approval to transition this event from a co-sponsored event to a City-sponsored event.

Under a City-sponsored classification, the Pass-A-Grille Community Association would no longer be required to provide the insurance certificate, Hold Harmless Agreement, or site plan. These responsibilities — along with event permitting, coordination, and associated costs — would instead be managed and funded by the City. Public Services staff will be on-site to control the fire and advertising will be coordinated through the Resident Services Department.

The event name would change and would be titled the Annual City of St. Pete Beach Bonfire.

Estimated City Costs:

EMS and Fire cost: \$375.00

Public Services staff costs to include:

Pre-event (dig the hole, transfer the wood – 2 staff / 2 hours / regular hours) \$100

During the event (2 staff to man the fire and add wood / 3 hours / overtime) \$ 300

Post event (remove the debris and cover the hole – 2 staff / 2 hours / regular hours) \$100

Certificate of Liability Insurance: approximately \$1,500-\$2,000

Permit fee: \$250.00

Currently, the City has been covering the costs of everything for the event but the certificate of liability insurance.

Funding:

Funding for the event will be expensed through the Resident Services account 001.5721.555000

Attachments:

1. 2025 PAG Bonfire

12/10/25



City of St Pete Beach
Application for City Co-sponsorship October 1, 2025 – September 30, 2026
(See instructions on page 3)

GENERAL EVENT INFORMATION

DATE OF APPLICATION: 3/13/25

NAME OF EVENT: PaG Community Association holiday bonfire

LOCATION: Gulf Way and 16th ave

DATE(S): Wednesday Dec 10, 2025 with rain date of Thursday Dec 11, 2025

HOURS: 6 to 9pm EXPECTED ATTENDANCE 375

PURPOSE (Why is the event being produced?):
Annual community holiday event

A COMPLETED SPECIAL EVENT APPLICATION MUST ACCOMPANY THIS REQUEST.

APPLICANT (The organization promoting or sponsoring the event.)

NAME OF ORGANIZATION: PaG Community Association

TYPE OF ORGANIZATION: _____ Profit X Non-Profit

ADDRESS: 1500 PaG Way

CITY: St Pete Beach STATE: FL ZIP: 33706

AUTHORIZED PERSON IN CHARGE: Cheryl Engels

PHONE #: 401-864-4495 EMAIL: coastalstateofmind23@gmail.com

CITY PARTICIPATION REQUESTED (Please include additional sheets as necessary to clarify your request)

Co-Sponsorship opportunities available to event organizers:

- ✓ Funding for off duty PCSO security for an event
- ✓ Funding for EMS for an event
- ✓ Funding for Public Services staff for an event
- ✓ Barricades
- ✓ Orange cones
- ✓ Trash bins
- ✓ Assistance in digging a hole for a beach fire on public beaches
- ✓

Please indicate your request of sponsorship from the City of St Pete Beach below

☐ Off Duty Pinellas County Sheriff Officers for the event

For office use only:

Total event hours _____ Expected attendance: _____ Number of officers needed _____

Estimated Cost \$ _____

☐ EMS during the event

For office use only:

Total event hours _____ Expected attendance: _____ Number of Rescue units needed _____

Estimated Cost \$ _____

☒ Public Services staff for the event

For office use only:

Total event hours _____ Expected attendance: _____ Number of staff needed _____

Estimated Cost \$ _____

☒ Barricades

Number requested 6

☒ Orange Cones

Number requested 20

☒ Trash Bins

Number Requested 6

☒ Assistance in digging a hole for beach fire on public beaches

Please attach any other pertinent information to this application that will help substantiate your need for City co-sponsorship.

(See instructions and timeline on next page)

Co-Sponsorship Application Instructions and Time- Line

Application TimeLine:

1. Applications for event co-sponsorship which require financial support either in cash or in-kind services:
 - a) The Parks and Recreation Advisory Board shall review all applications in May and recommend a level of support for each applicant to the City Commission at budget workshops in July of 2025.
 - b) Co-sponsorship for non-profits and/or St Pete Beach Schools are preferred for sponsorship.
 - c) The City Commission shall approve their desired level of support for each applicant and direct all departments involved to budget the necessary support for the following fiscal year.
 - d) The City budget is developed between March and August with final Commission approval in September.

Time- Line for October 2025 – September 2026 Co-Sponsored Event Approval:

Receive Applications	March 15, 2025
Advisory Board Review	May 2025
Review from commission during budget meetings	July 2025
Final Approval of approved FY26 budget at commission meeting	September 2025

2. Co-sponsorship is approved at a specific level on a year-to-year basis. Applicants must reapply annually.
3. If the co-sponsorship application is denied, the City of St Pete Beach assumes no liability for expenses incurred by applicant.

Application merit considerations: Applicant must convince the City of all or most of the following:

1. Applicant has the experience, resources and capability to successfully conduct this event (other than the support requested from the City).
2. The event provides positive economic impacts or benefits to the City of St Pete Beach and its citizens.
3. The event should be reasonably compatible with the surrounding area it takes place in.
4. The event shows innovation, creativity, and uniqueness from other events.
5. There are no other similar events conflicting or competing for venue, participants, or spectators within a reasonable time frame.
6. The promoter has an effective plan to advertise, market, or otherwise promote the event, and will acknowledge the City of St Pete Beach as a co-sponsor in all advertisements.
7. There are no unresolved legal issues with the proposed conduct of this event.
8. The event is not politically motivated or sensitive.

Please call 727-363-9246 with questions, or email questions to Mandy Edmunds aedmunds@stpetebeach.org



City of St. Pete Beach Event Application

Applicant

Name of Applicant: Cheryl Engels Title (if applicable): President

Name of Organization (if applicable): Pass-a-Grille Community Association

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

Mailing Address: 1500 PaG Way, St Pete Beach

Cell Phone: 401-864-4495 Email: coastalstateofmind23@gmail.com

Event Information

Event Title: PAGCA Holiday Beach Bonfire Event/Organization Web Address: pagcainfo.com

Event Location(s): Gulf Way and 16th Ave

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

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>12/10/25</u>	<u>Wednesday</u>	<u>6pm</u>	<u>9pm</u>
<u></u>	<u>Rain Date is Thursday</u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>

Set Up Date(s): 12/10/25 Time(s) noon to 5pm

Cleanup Date(s): 12/10/25 Time(s) 9pm to 10pm

Description of Event: Annual community holiday bonfire

Will this be an Annual Event? ☒ Yes ☐ No If yes, next year's date(s): 12/9/26

Event Logistics

Estimated Attendance

375

400

(includes event crew, participants, and spectators)

This Year

Last Year (if Applicable)

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

The EMS and fire vehicle fees are listed below:

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

List all event activities: _____

Electricity Needed ☒ Yes ☐ No Source: hurley park

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

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

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) We may have 1-2 people singing CHristmas songs

Otherwise we will play holiday music through our phones

Parking Plan (please be detailed and include on site map): patrons will park in metered spots

Food and Beverage:

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

Will there be food trucks? ☐ Yes ☒ No

All food trucks must be registered with the city.

If yes, please list the truck/trailer vendors

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

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

Other Food Vendors that are not a truck or trailer

List all other vendors (art, crafts, clothes, etc) none

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

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

n/a

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

n/a

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

Vehicle on the Beach Permits

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

☐

Yes

☒

No

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

Street Closures

Does Event require any Road or Sidewalk Closures?

☐

Yes

☒

No

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

Road	Start Intersection	End Intersection	Date	Times

Signage/Banners – Please list number, size and placement of each banner that you plan to use to promote the event.

n/a

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

6 Barricades

20 Cones

6 Trash Bins

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

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

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

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

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

Cheryl Engels.

Print Name



Signature

3/13/25

Corporation Name (if applicable)

Date

EVENT APPLICATION FEES

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

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

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

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

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

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

OTHER FEES

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

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

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

City of St. Pete Beach Event Application Checklist

Please Include:

- ☐ Site Plan: Maximum Size of 8.5" x 11" including the following information
 - ☐ Location of food vendor area (s)
 - ☐ Tent locations and sizes
 - ☐ Location of food truck/trailers
 - ☐ Location of stage
 - ☐ Fuel storage/dispensing areas
 - ☐ Emergency access routes for LEO and Fire
 - ☐ Location of vending booths
 - ☐ Location of fire extinguishers & other life safety equipment
 - ☐ Description of sound amplification facilities or equipment
 - ☐ Location of alcoholic beverage consumption areas and vending
 - ☐ Location of Generators
 - ☐ Identify any fences/gates around the event
 - ☐ Table, chair and equipment layout
 - ☐ Location of portable restrooms
 - ☐ Location of designated protest area (if applicable)
- ☐ Traffic & Parking Plan and Map that includes: vendor parking, handicap parking, shuttle routes and times, shuttle drop off/pick up, and ride share drop off and pick up.
- ☐ Safety Plan that includes vendor load in and out times
- ☐ Certificate of Insurance
- ☐ Copy of Impact Letter if closing streets for an event
- ☐ Written authorization from all private properties that are included in the event plan
- ☐ Outdoor Cooking Permit Application (if applicable)
- ☐ Temporary Structure Permit Application (if applicable)
- ☐ Building Permit Application (if applicable for stages)
- ☐ Vehicle on the Beach Permit Application (if applicable)
- ☐ Beach Fire Permit Application (if applicable)
- ☐ Tax Exempt Documentation (if applicable)
- ☐ Non-Profit Documentation (if applicable)

Please send completed application to:

City of St. Pete Beach

Mandy Edmunds, Recreation Director

155 Corey Ave

St. Pete Beach, FL 33706

Or email to: aedmunds@stpetebeach.org

[727-363-9246](tel:727-363-9246)



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

Detail by Entity Name

Florida Not For Profit Corporation

PASS-A-GRILLE COMMUNITY ASSOCIATION, INC.

Filing Information

Document Number	N33625
FEI/EIN Number	59-1732051
Date Filed	08/09/1989
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/07/2011

Principal Address

1500 PASS-A-GRILLE WAY
ST. PETE BEACH, FL 33706

Changed: 02/16/2000

Mailing Address

1500 PASS-A-GRILLE WAY
ST. PETE BEACH, FL 33706

Changed: 02/08/2012

Registered Agent Name & Address

CLARK, ROBERT
603 Gulf Way
#3
St Pete Beach, FL 33706

Name Changed: 01/28/2021

Address Changed: 01/28/2021

Officer/Director Detail

Name & Address

Title President

Engels, Cheryl
603 Gulf Way, #3
St Pete Beach, FL 33706

Title Treasurer

CLARK, ROBERT
603 Gulf Way
#3
ST. PETE BEACH, FL 33706

Title Secretary, Director

Lennon, Gretchen
2905 Pass-A-Grille Way
ST PETE BEACH, FL 33706

Title Director

Rhodes, Joe
400 Pass-A-Grille Way
St. Pete Beach, FL 33706

Title VP

Houde, Roger
206 Pass-A-Grille Way
St. Pete Beach, FL 33706

Title Director

Marsha, Anderson
202 Pass-A-Grille Way
St. Pete Beach, FL 33706

Title Director

Cobb, Janice
106 7th Ave
St. Pete Beach, FL 33706

Title Director

Sulte, Nancy
609 Gulf Way
St. Pete Beach, FL 33706

Title Director

DiMola, Gil
102 4th Ave
St Pete Beach, FL 33706

Title Corresponding Secretary

RHODES, SANDY
400 Pass-a-Grille Way
St Pete Beach, FL 33706

Title Director

FRANCESE, DON
601 Gulf Way
St Pete Beach, FL 33706

Annual Reports

Report Year	Filed Date
2023	01/07/2023
2024	01/25/2024
2025	01/07/2025

Document Images

01/07/2025 -- ANNUAL REPORT	View image in PDF format
01/25/2024 -- ANNUAL REPORT	View image in PDF format
01/07/2023 -- ANNUAL REPORT	View image in PDF format
01/11/2022 -- ANNUAL REPORT	View image in PDF format
01/28/2021 -- ANNUAL REPORT	View image in PDF format
01/22/2020 -- ANNUAL REPORT	View image in PDF format
03/25/2019 -- ANNUAL REPORT	View image in PDF format
04/08/2018 -- ANNUAL REPORT	View image in PDF format
03/21/2017 -- ANNUAL REPORT	View image in PDF format
02/29/2016 -- ANNUAL REPORT	View image in PDF format
03/09/2015 -- ANNUAL REPORT	View image in PDF format
02/28/2014 -- ANNUAL REPORT	View image in PDF format
04/10/2013 -- ANNUAL REPORT	View image in PDF format
02/08/2012 -- ANNUAL REPORT	View image in PDF format
10/07/2011 -- REINSTATEMENT	View image in PDF format
03/17/2010 -- ANNUAL REPORT	View image in PDF format
04/17/2009 -- ANNUAL REPORT	View image in PDF format
05/07/2008 -- ANNUAL REPORT	View image in PDF format
02/13/2007 -- ANNUAL REPORT	View image in PDF format
02/14/2006 -- ANNUAL REPORT	View image in PDF format
07/05/2005 -- ANNUAL REPORT	View image in PDF format
02/11/2004 -- ANNUAL REPORT	View image in PDF format
04/04/2003 -- ANNUAL REPORT	View image in PDF format
04/01/2002 -- ANNUAL REPORT	View image in PDF format
03/07/2001 -- ANNUAL REPORT	View image in PDF format
02/16/2000 -- ANNUAL REPORT	View image in PDF format
03/17/1999 -- ANNUAL REPORT	View image in PDF format

02/18/1998 -- ANNUAL REPORT	View image in PDF format
06/12/1997 -- AMENDMENT	View image in PDF format
04/09/1997 -- ANNUAL REPORT	View image in PDF format
02/02/1996 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

**City Commission MEETING
CITY OF ST. PETE BEACH**

Agenda Report

Action Request:	Motion to renew the Jamie Burdine 2026 Helpdesk Tech agreement, covering the period December 31, 2025, through December 31, 2026, in the amount of \$39,936.00, and authorize the City Manager to execute the agreement.
Strategic Objective:	Operational Excellence
Date:	December 2nd 2025
Prepared By:	Candyce Galloway, Chief Technology, and Innovation Officer
Through:	Frances Robustelli, City Manager
Summary of Issue:	This contract provides important IT support for public meetings and ongoing helpdesk support city-wide.
Funding:	Budgeted funding, GL code 001.5190.531000
Attachments:	Jamie Burdine 2026 Contract

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Helpdesk Tech

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

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

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

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

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

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

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

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

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

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

5. Completion Date. Vendor shall provide the services, described herein no later than 12/31/2026.

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

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

8. Termination. This Agreement may be canceled by the City when:

- a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
- b. Sub-standard or non-performance of Agreement.
- c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Vendor.

9. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Vendor.

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

that are subject to this Agreement.

11. Compensation. Upon Vendor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor as per the hourly rate listed in the Bid Schedule, as full consideration for services provided in this Agreement and more specifically in Exhibit B. It is understood that the total purchase price of services shall be less than \$39,936.00 (\$24.00 per hour @ no more than 32 hours per week, for 52 weeks per year).

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

The Vendor waives all rights against the City, its consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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

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

- a. Using or threatening to use physical force against any person.

- b. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will,
- c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for a debt, if the value of the labor or services are reasonably assessed is not applied toward the liquidation of the debt, the length of nature of the labor or services are not respectively limited and defined;
- d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- e. Causing or threatening to cause financial harm to any person;
- f. Enticing or luring any person by fraud or deceit, or
- g. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

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

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

- a. Florida public records law (Exhibit “A”)
- b. Vendor’s proposal (Exhibit “B”)

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

As to Vendor:

Jamie Burdine
6575 Bay Street
St. Pete Beach, FL 33706

As to City:

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

With Copy To:

Makoblue77@gmail.com

With Copy To:

cityattorney@stpetebeach.org

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

18. Amendments. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications,

representations, and/or agreements between the parties hereto, whether written or oral. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the parties. This Agreement may be amended or modified only in writing signed by all parties hereto.

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

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

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

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

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

Jamie Burdine

City of St. Pete Beach:

Signature: Jamie Burdine

Signature: _____

By: Jamie Burdine

By: Frances Robustelli

Its: Contractor

Its: City Manager

Date: 11-17-2025

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Ralf Brookes
City Attorney

Renee Rose
City Clerk

CITY OF ST. PETE BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS ADDENDUM modifies that certain contract for services made and entered into this ____ day of _____, 2025, by and between the CITY OF ST. PETE BEACH, a Florida municipality, hereinafter referred to as the “City”, and JAMIE BURDINE, hereinafter referred to as “Contractor”, concerning that certain agreement dated the ____ day of December 2025 (“Agreement”) and titled _IT Helpdesk.

WITNESSETH:

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

WHEREAS, Section 768.28, Fla. Stat., sets forth a limited waiver of sovereign immunity for tort liability for Florida public agencies; and

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

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

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

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

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

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

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

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

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

2. Public Records Compliance. City and Contractor agree that Contractor does not have the authority to contractually bind the City in any manner. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

City Clerk/Public Records Custodian

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

3. Public Records Compliance. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Pinellas County Circuit Court on an expedited basis to enforce the requirements of the previous section.

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

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

6. E-Verify Compliance. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Fla. Stat. "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Fla. Stat., as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to the City as a result of the termination of this Agreement in accordance with this paragraph. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

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

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

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

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

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

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

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

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

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

"Coercion" means:

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

5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

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

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of St. Pete Beach for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of St Pete Beach for review or approval.

18. Breach during Emergency Recovery Period. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a \$5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.

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

A. None.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing Section 15 above and that the facts stated in it are true.

Contractor:

_____

Print Name: _____

Title: _____

Company: _____

ATTEST:

City of St. Pete Beach

City Clerk

Frances Robustelli, City Manager

EXHIBIT “B”

(Place Vendor’s Proposal behind this page)

From: Jamie Burdine <makoblue77@gmail.com>
Sent: Wednesday, December 6, 2023 1:23 PM
To: Candyce Galloway <cgalloway@stpetebeach.org>
Subject: Part Time Employment

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

Good Afternoon,

It was great talking to you today. I wanted to let you know I would love working part time in the IT department for the City of St. Pete Beach. I understand that the hourly rate would be 24.00 an hour and I would be working as a contractor receiving a 1099 at the end of the year. Please let me know if there is anything else you need from me.

Thank you,

Jamie Burdine

Public Assistance Grant Supplement

1. Applicability of this Exhibit; Conflicts.

- a. This Exhibit shall be fully incorporated into and made a part of the Agreement, as if the terms contained in this Exhibit were fully re-stated within the Agreement itself.
- b. This Exhibit shall apply: (a) in addition to anything contained in the Contract Documents; and (b) notwithstanding anything contained in the Contract Documents to the contrary. No other provision of the Contract Documents shall serve to limit or restrict the obligations imposed upon the parties in this Exhibit.
- c. In the event of a conflict between anything contained in this Exhibit and anything contained elsewhere in the Contract Documents, this Exhibit shall control and take precedence.
- d. Contractor's agreement to the terms contained in this Exhibit is a material inducement for Contractor to enter into the Agreement.
- e. If this Exhibit is attached to a Purchase Order, the term "Agreement" as used herein shall mean and refer to such Purchase Order to which this Exhibit is attached, and the term "Contract Documents" shall refer to all documents attached to and made a part of such Purchase Order.

2. Defined terms.

- a. For purposes of this Exhibit, the following definitions shall apply, in addition to any terms defined elsewhere in the Contract Documents:
 - i. The terms "recipient" and "non-Federal entity," and the term "applicant" as used in Section 3(a)(8) herein, shall have the same meaning as the term "Owner" as used in the Agreement;
 - ii. The term "contract" as used herein shall have the same meaning as the term "Contract" as used in the Agreement; and
 - iii. The term "contractor" or "prime contractor" as used herein shall have the same meaning as the term "Contractor" as used in the Agreement.
 - iv. The term "internal controls" means a process, implemented by a non-Federal entity, designed to provide reasonable assurance regarding the achievement of objectives in the following categories: (a) Effectiveness and efficiency of operations; (b) Reliability of reporting for internal and external used; and (c) Compliance with applicable laws and regulations. 2 CFR §200.61
 - v. The term "supplies" means all tangible personal property other than those described in 2 CFR §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the

non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 CFR §200.94

- vi. The term “disallowed costs” means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. 2 CFR §200.31
- vii. The term “equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. 2 CFR §200.33

3. Equal Employment Opportunity (41 C.F.R. Part 60-1.4(b)).

a. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (a) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors

violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- (b) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, as amended; the provisions of contract work hours; the Safety Standards Act; the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333); and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as such acts apply to the performance of this Agreement. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

5. The following paragraph, including all subparts, shall apply if the total compensation under the Agreement, including all change orders, exceeds one hundred thousand dollars (\$100,000.00):

Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708).

Contractors engaged in contracts in excess of Two Thousand and 00/100 Dollars (\$2,000.00) shall comply with Federal requirements of the United States Department of Labor under 29 C. F. R., Parts 1, 3, 5, 6, and 7. All Contractors will comply with the following:

a. Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 C.F.R. § 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 C.F.R. § 5.5(b)(1), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 C.F.R. § 5.5(b)(1).

(3) *Withholding for unpaid wages and liquidated damages.* The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 C.F.R. § 5.5(b)(2).

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in 29 C.F.R. § 5.5(b)(1) through (4) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 C.F.R. § 5.5(b)(1) through (4).

6. Procurement of Recovered Materials (2 C.F.R. § 200.322)

The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

7. The following paragraph, including all subparts, shall apply if the total compensation under the Agreement, including all change orders, exceeds one hundred fifty thousand dollars (\$150,000.00):

Clean Air Act and the Federal Water Pollution Control Act (42 U.S.C. §§ 7401-7671q and 33 U.S.C. §§ 1251-1387).

a. Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided through Pasco County, Florida.

4. Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.

B. The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section

3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.

F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

b. Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided through Pasco County, Florida.

8. Debarment and Suspension

a. Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with Executive Orders 12549 and 12689, and 2 C.F.R. pt. 180, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Owner. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Lobbying Prohibition

- a. No funds or other resources received under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- b. Required Certification. Contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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

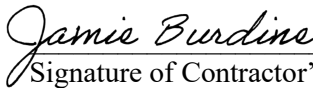
connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

10. Hatch Act

The Contractor agrees that no funds provided, nor personnel employed under the Agreement, shall be in any way or any extent engaged in the conduct of political activities I violation of Chapter 15 of Title V of the U.S.C.

11. Conflict of Interest

The Contractor shall abide by the provisions of 24 C.F.R., 570.611 and 2 C.F.R., 200.112. The Contractor shall maintain no present or future financial interest, direct or indirect, which would

conflict in any manner or degree with the performance of services required under this Agreement as indicated in 2 C.F.R., 200.318.

12. Religious Activities

The Contractor agrees that funds provided will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization, in accordance with the Federal regulations specified in 24 C.F.R., 570.200(j).

13. Access to Records

- a. Access to Records. The following access to records requirements apply to this contract:
 - (1) The Contractor, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, agrees to provide the Department of Economic Opportunity (DEO), the Chief Financial Officer of the State of Florida, The Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives, the Florida Division of Emergency Management, Owner, Pasco County, Florida, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions at reasonable times. "Reasonable" shall ordinarily mean during normal business hours of 8 a.m. to 5 p.m., local time, Monday through Friday.
 - (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - (3) The Contractor agrees to provide Pasco County, Florida or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 - (4) In compliance with the Disaster Recovery Act of 2018, the Owner and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by Pasco County, Florida or the Comptroller General of the United States.
 - (5) The Contractor shall include the aforementioned recordkeeping requirements in all approved contracts, subcontracts, and assignments.

14. Bonding Requirements

The Contractor agrees that related contracts must include the required contract clauses outlined in 2 C.F.R. § 200.326 and Appendix 11; and if the contract is for construction or facility improvement it must also include the Federal bonding requirements 2 C.F.R. § 200.325.

15. Employment Eligibility Verification

- a. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require the Contractor to:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subrecipient during the Agreement term; and,
 - ii. Include in all contracts under this Agreement the requirement that contractors, subcontractors, and consultants performing work or providing services pursuant to this Agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, and consultants during the term of the contract.
- b. The Department of Homeland Security's E-Verify system can be found at: <http://www.uscis.gov/e-verify>
- c. If the Contractor does not have an E-Verify MOU in effect, the Contractor must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

16. DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Pasco County, Florida pre-approval.

17. Compliance with Federal Law, Regulations, and Executive Orders

- a. This is an acknowledgement that Pasco County, Florida financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, Pasco County, Florida policies, procedures, and directives.

18. No Obligation by Federal Government

- a. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

19. Program Fraud and False or Fraudulent Statements or Related Acts

- a. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

20. Procurement By Non-Competitive Proposals

- a. Policy:
 - i. It is the policy of BayCare Health System Inc. to follow the Uniform Federal Guidance 2 CFR 200.320 in regard to procurement by noncompetitive proposals (Sole Source Purchasing). Procurement by noncompetitive proposals is

procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source
 - (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation
 - (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity
 - (4) After solicitation of several sources, competition is determined inadequate.
- ii. The procurement must be necessary for the program, project, research or other circumstance supported by the grant; not reasonably available and accessible of the type normally charged as a direct cost to existing sponsored agreements and purchased in accordance with other Institutional policies and procedures.

21. In the Event of a Non-Emergent Procurement the PD/PI Should Complete:

- a. **Cost Price Analysis Form** which includes contractor's total cost proposal or price to determine which are allowable, show their direct relation to the requirements and, reasonableness; and complete the related BayCare **Cost Analysis Worksheet** to support the proposed budget or quotation outlined in the Cost Price Analysis Form. Completion of these forms by the originating department will document that a Cost Analysis has been conducted.
- b. If no additional vendors were available to conduct a comparison against using the Cost Price Analysis Form, please also complete and attach the **Sole Source Justification Form**.
- c. **Responsible Contractor Form:** to document that any contractors have been reviewed and approved for their compliance with Uniform Guidance, Title 2, Subtitle A, Chapter II, Part 200, Subpart D, §200.318, section H.
- d. In addition, related contracts must include the required contract clauses outlined in 2 C.F.R. § 200.326 & Appendix 11; and if the contract is for construction or facility improvement also include the Federal bonding requirements 2 C.F.R. § 200.325.

22. Build America Buy America Act (BABA)

- a. The Contractor shall comply with the requirements under the Build America, Buy America Act when using Federal funds for the purchase of iron, steel, manufactured products, and construction materials permanently incorporated into infrastructure projects as applicable pursuant to the Build America, Buy America Act. All iron, steel, manufactured products

and construction materials used under a federally grant funded project must be produced in the United States as applicable pursuant BABA. The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award.

- b. For purposes of this section:
 - i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

23. Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms. 2 C.F.R. § 200.321

- a. Contractors will take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible.
- b. Affirmative steps must include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this section.

24. Compliance with Copeland “Anti-Kickback”

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate instructions may require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

25. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.
2 C.F.R. § 200.216

- a. Under this Agreement, grant funds will not be obligated or expended to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - A. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - B. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - C. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - (4) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
 - (5) For more information, See 2 C.F.R. § 200.471.

26. Historic Artifact Discovery

If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

The terms in this Exhibit are hereby agreed upon by the Contractor as of this _____ day of _____, 2025.

Signed: Jamie Burdine

Print Name: _____

Title: _____

[END OF EXHIBIT]

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

Agenda Report

Agenda Title Name: Authorize the City Manager to execute an amendment to the Insight Global Contract for the amount of \$69,000, for a total contractual obligation of \$138,000.

Action Request: Motion to authorize the City Manager to execute an amendment to the Insight Global Contract for the amount of \$69,000.

Strategic Objective: Operational Excellence

Date: December 2, 2025

Prepared By: Candyce Galloway

Through: Frances Robustelli, City Manager

Summary of Issue: This contract brings in much-needed support to help us improve and modernize the technology systems used by our Community Services team. These systems are essential for running things like permitting, public works, code enforcement, and other services residents and businesses rely on every day.

As the Commission has emphasized, we need to:

- Make city services more reliable and efficient.
- Upgrade outdated systems so we can keep up with community needs.
- Work better across departments with tools that help us stay aligned and accountable.
- Use innovation and technology to improve how we serve residents.

This project is helping us design and improve our systems so they're easier to use, faster, and better connected. It supports our commitment to excellent service, smarter planning, and making sure we're getting the full value out of the tools we've invested in.

Funding: Budgeted funding, GL code 001.5190.531000

Attachments: 1. Insight Global Addendum November 2025

AMENDMENT TO BUSINESS ANALYST CONSULTANT

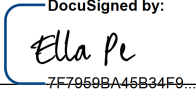
THIS AMENDMENT ("Amendment") is made to the certain Agreement for the BUSINESS ANALYST CONSULTANT ("Agreement") executed as of the 04/24/2025 AND AMENDED ON 06/24/2025 by and between CITY OF ST. PETE BEACH ("City") and INSIGHT GLOBAL, INC. ("Consultant/Contractor"), for the purposes set forth herein. The City and Consultant together, shall be referred to as the "Parties."

The purpose of this Amendment is to:

1. Amend a section related to Section 11 Compensation , which shall read:
Compensation. Upon Vendor's satisfactory submission of a weekly invoice, City shall pay Vendor following thirty (30) days after received invoice, as per the hourly rate listed in the Statement of Work, as full consideration for Services provided in this Agreement. It is understood that the total price of services shall be \$138,000
2. **Modifications.** Except as otherwise modified by this Amendment, all provisions, conditions, duties and obligations set forth in the Agreement shall remain in full force and effect and unaffected by this Amendment.
3. **Entire Agreement.** This Amendment, Agreement, (and prior amendments – if needed) embodies the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties. This Amendment cannot be varied, modified, amended or altered except by written agreement of the Parties.
4. **Execution.** This Amendment may be executed by the Parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Amendment shall be the date this Amendment has been executed by all Parties.
5. **Conflicts.** To the extent that any terms in the Amendment conflict with the terms of the Agreement, the terms of this Amendment shall control and supersede such conflicting terms to the extent of such conflict.

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

INSIGHT GLOBAL:

Signature:  _____
7F7969BA46B34F9...

By: Lauren Charlesworth Warnecke
Ella Pe
Its: Portfolio Director Sales Manager

Date: 11/19/2025 | 3:02 PM EST _____

CITY OF ST. PETE BEACH:

Signature: _____

By: Frances Robustelli
Its: City Manager

Date: _____

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Ralf Brookes
City Attorney

ATTEST:

Renee Rose
City Clerk

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Business Analyst Consultant

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

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

WHEREAS, Vendor is in the business of providing the services described herein, specifically temporary labor support services through a Contract Employee ("Contract Employee"). The Contract Employee shall be responsible for the duties of a Business Analyst, described in the Statement of Work ("SOW").

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

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

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

January 1, 2021, during the term of this Agreement.

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

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

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

4. Scope of Services. City hereby agrees to purchase, and Vendor hereby agrees to provide to City one or more Contract Employees to perform services as requested by City from time to time ("Services"). For each Contract Employee to be placed with City, the parties shall memorialize in writing the name, standard and overtime hourly billing rates, and starting date for such Contract Employee. Services may be amended or revised from time to time by City, and shall conform in all material respects to any performance specifications as required by City.

a. The Services to be performed by Vendor shall include the following: (1) recruiting, selecting, hiring, employing, and assigning personnel in compliance with applicable laws; (2) compensating personnel and providing the benefits that Vendor has available; (3) paying or withholding any payroll taxes and insurance premiums and fulfilling any employer's obligations for unemployment compensation; (4) providing any legally required workers' compensation benefits and coverage; (5) maintaining personnel and payroll records; (6) making legally required employment law disclosures; and (7) performing human resources administration and non-operational supervision with respect to Contract Employees.

b. City shall determine the methods, details, and means of performing the work to be performed by Contract Employees. Vendor shall have no right to, and shall not, control the manner or determine the method of accomplishing such work. City also shall be entitled to exercise a broad general power of supervision and control over the results of work performed by Contract Employees to ensure satisfactory performance and acceptable work product.

c. If City or its affiliates hires, employs, or otherwise engages (for example as an independent

contractor or through another staffing agency) any Contract Employee performing work for City under this Agreement, City shall pay Vendor a conversion fee (the "Conversion Fee") in an amount according to the schedule below of the relevant Contract Employee's annualized compensation:

Conversion Fee Schedule	
Length on assignment	Conversion Fee percentage
0 – 60 days	25% of Annualized Compensation
61 – 120 days	20% of Annualized Compensation
121 – 180 days	15% of Annualized Compensation
181+ days	10% of Annualized Compensation

In such circumstances, Vendor will invoice City for the Conversion Fee upon the later of the (i) commencement of such Contract Employee's employment or engagement with City or (ii) the date Vendor becomes aware of such commencement, and City shall promptly pay the Conversion Fee to Vendor.

5. Completion Date. Vendor shall provide the Services, described above no later than 3/20/2026.

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

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

8. Termination. This Agreement may be canceled by the City when:

- a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
- b. Sub-standard or non-performance of Agreement.
- c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Vendor.

9. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Vendor.

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

11. Compensation. Upon Vendor's satisfactory submission of a weekly invoice, City shall pay Vendor following thirty (30) days after received invoice, as per the hourly rate listed in the Statement of Work, as full consideration for Services provided in this Agreement. It is understood that the total purchase price of Services shall be less than \$25,000.00.

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

The Vendor waives all rights against the City, its consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

In no event will either party to this Agreement be liable for incidental, consequential, punitive, indirect, or special damages, including, without limitation, interruption or loss of business, profit or goodwill. In no event shall Vendor's liability to City exceed the value of this Agreement in Section 11. Compensation, whether arising from an alleged breach of this Agreement, an alleged tort or any other cause of action. Notwithstanding the foregoing, this clause should apply only to the extent permitted by the Constitution and laws of the State of Florida, including Section 768.28, Fla. Stat.

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

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

- a. Amendment (Exhibit "A")
- Statement of Work ("Exhibit B")

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

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

As to Vendor:

Insight Global
201 North Tyron Street, Suite 2150
Charlotte, NC 28202

As to City:

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

With Copy To:

Lauren.charlesworth@insightGlobal.com

With Copy To:

cityattorney@stpetebeach.org

16. Conflicts and Severability. . If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.

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

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

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

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

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

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

Insight Global

DocuSigned by:
Signature: Rin Palmer
7C34623E678B47C...

By: Lauren Charlesworth Warnecke
Rin Palmer

Its: Portfolio Director
Sales Manager

Date: 4/21/2025 | 11:40 AM EDT

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Ralf Brookes
Ralf Brookes
City Attorney

City of St. Pete Beach:

Frances Robustelli
Signature: Frances Robustelli (Apr 24, 2025 12:56 EDT)

By: Frances Robustelli

Its: City Manager

24/04/25
Date: _____

ATTEST:

Ginny Bockin
Ginny Bockin
Acting City Clerk

EXHIBIT "A"

CITY OF ST. PETE BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Ginny Bodkin
Acting City Clerk/Public Records
Custodian cityclerk@stpetebeach.org

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

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

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

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

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

Sections 448.09 and 448.095, Fla. Stat.

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

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

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

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

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

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

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

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

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

"Coercion" means:

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

5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

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

EXHIBIT “B”

Statement of Work
To Services Agreement

This Statement of Work (“SOW”) to the Services Agreement dated [Parent Contract Effective Date] (“Agreement”) between Insight Global (“Vendor”) and City of St. Pete Beach (“City”), will be governed by, and is an integral part of, the Agreement.

Contract Employee Name:

Contract Employee Start Date:

Description of Work to be performed by Contract

Employee:

Bill Rate:

Straight Time:

Overtime:

Double Time:

Timesheet Method:

Choose an item.

Timesheet Approver Name:

Timesheet Approval Email Address:

Invoice Method:

Choose an item.

Invoice/AP Point of Contact Email Address:

Invoice/AP Point of Contact Email Address:

Is a Purchase Order (PO) Needed?

Choose an item.

PO Number:

PO Start Date

PO Expiration Date/ End Date

PO Funding Amount

PO Owner Name:

PO Owner Email Address:

VENDOR

CITY

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Insight Global Agreement

Final Audit Report

2025-04-24

Created:	2025-04-24
By:	Rita Bishop (rbishop@stpetebeach.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAE_CLf-nyCRWGNakXOVgdyZyqds28WA0L

"Insight Global Agreement" History

-  Document created by Rita Bishop (rbishop@stpetebeach.org)
2025-04-24 - 3:49:24 PM GMT
-  Document emailed to Frances Robustelli (frobustelli@stpetebeach.org) for signature
2025-04-24 - 3:49:31 PM GMT
-  Email viewed by Frances Robustelli (frobustelli@stpetebeach.org)
2025-04-24 - 3:49:40 PM GMT
-  Document e-signed by Frances Robustelli (frobustelli@stpetebeach.org)
Signature Date: 2025-04-24 - 4:56:51 PM GMT - Time Source: server
-  Agreement completed.
2025-04-24 - 4:56:51 PM GMT

Insight Global_Business Analyst Consultant

Final Audit Report

2025-05-06

Created:	2025-05-01
By:	Ariana Wilson-Romo (awilson@stpetebeach.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHiq8pjLeEBT-EJ62wLREroCtwNCCuCD6

"Insight Global_Business Analyst Consultant" History

-  Document created by Ariana Wilson-Romo (awilson@stpetebeach.org)
2025-05-01 - 1:42:06 PM GMT
-  Document emailed to Ralf Brookes (ralfbrookes@gmail.com) for signature
2025-05-01 - 1:42:22 PM GMT
-  Email viewed by Ralf Brookes (ralfbrookes@gmail.com)
2025-05-06 - 12:40:09 PM GMT
-  Document e-signed by Ralf Brookes (ralfbrookes@gmail.com)
Signature Date: 2025-05-06 - 12:40:30 PM GMT - Time Source: server
-  Agreement completed.
2025-05-06 - 12:40:30 PM GMT

ADDENDUM TO INSIGHT GLOBAL
Business Analyst Consultant

THIS ADDENDUM ("Addendum") is made to the certain Agreement for the Business Analyst Consultant ("Agreement") executed as of the 04/24/2025 by and between CITY OF ST. PETE BEACH ("City") and Insight Global ("Consultant/Contractor"), for the purposes set forth herein. The City and Consultant together, shall be referred to as the "Parties."

The purpose of this Addendum is to:

1. Add a section related to Section 11 Compensation, which shall read:

Compensation. Upon Vendor's satisfactory submission of a weekly invoice, City shall pay Vendor following thirty (30) days after received invoice, as per the hourly rate listed in the Statement of Work, as full consideration for Services provided in this Agreement. It is understood that the total price of services shall be \$69,000.00.

2. **Modifications.** Except as otherwise modified by this Addendum, all provisions, conditions, duties and obligations set forth in the Agreement shall remain in full force and effect and unaffected by this Addendum.

3. **Entire Agreement.** This Addendum, Agreement, (and prior addendums – if needed) embodies the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties. This Addendum cannot be varied, modified, amended or altered except by written agreement of the Parties.

4. **Execution.** This Addendum may be executed by the Parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Addendum shall be the date this Addendum has been executed by all Parties.

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

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

- i. Using or threatening to use physical force against any person.

- ii. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will,
- iii. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for a debt, if the value of the labor or services are reasonably assessed is not applied toward the liquidation of the debt, the length of nature of the labor or services are not respectively limited and defined;
- iv. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- v. Causing or threatening to cause financial harm to any person;
- vi. Enticing or luring any person by fraud or deceit, or
- vii. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

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

7. **Conflicts.** To the extent that any terms in the Addendum conflict with the terms of the Agreement, the terms of this Addendum shall control and supersede such conflicting terms to the extent of such conflict.

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

Insight Global, LLC :

CITY OF ST. PETE BEACH:

Signature: Lauren Charlesworth

Signature: Frances Robustelli

By: Lauren Charlesworth Warnecke

By: Frances Robustelli

Its: Portfolio Director

Its: City Manager

Date: 6/11/2025

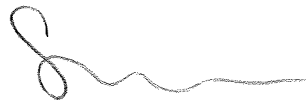
Date: June 24, 2025

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

ATTEST:



Ralf Brookes
City Attorney



Renee Rose
City Clerk

Original Agreement behind this sheet

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Business Analyst Consultant

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

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

WHEREAS, Vendor is in the business of providing the services described herein, specifically temporary labor support services through a Contract Employee ("Contract Employee"). The Contract Employee shall be responsible for the duties of a Business Analyst, described in the Statement of Work ("SOW").

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

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

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

January 1, 2021, during the term of this Agreement.

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

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

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

4. Scope of Services. City hereby agrees to purchase, and Vendor hereby agrees to provide to City one or more Contract Employees to perform services as requested by City from time to time ("Services"). For each Contract Employee to be placed with City, the parties shall memorialize in writing the name, standard and overtime hourly billing rates, and starting date for such Contract Employee. Services may be amended or revised from time to time by City, and shall conform in all material respects to any performance specifications as required by City.

a. The Services to be performed by Vendor shall include the following: (1) recruiting, selecting, hiring, employing, and assigning personnel in compliance with applicable laws; (2) compensating personnel and providing the benefits that Vendor has available; (3) paying or withholding any payroll taxes and insurance premiums and fulfilling any employer's obligations for unemployment compensation; (4) providing any legally required workers' compensation benefits and coverage; (5) maintaining personnel and payroll records; (6) making legally required employment law disclosures; and (7) performing human resources administration and non-operational supervision with respect to Contract Employees.

b. City shall determine the methods, details, and means of performing the work to be performed by Contract Employees. Vendor shall have no right to, and shall not, control the manner or determine the method of accomplishing such work. City also shall be entitled to exercise a broad general power of supervision and control over the results of work performed by Contract Employees to ensure satisfactory performance and acceptable work product.

c. If City or its affiliates hires, employs, or otherwise engages (for example as an independent

contractor or through another staffing agency) any Contract Employee performing work for City under this Agreement, City shall pay Vendor a conversion fee (the "Conversion Fee") in an amount according to the schedule below of the relevant Contract Employee's annualized compensation:

Conversion Fee Schedule	
Length on assignment	Conversion Fee percentage
0 – 60 days	25% of Annualized Compensation
61 – 120 days	20% of Annualized Compensation
121 – 180 days	15% of Annualized Compensation
181+ days	10% of Annualized Compensation

In such circumstances, Vendor will invoice City for the Conversion Fee upon the later of the (i) commencement of such Contract Employee's employment or engagement with City or (ii) the date Vendor becomes aware of such commencement, and City shall promptly pay the Conversion Fee to Vendor.

5. Completion Date. Vendor shall provide the Services, described above no later than 3/20/2026.

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

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

8. Termination. This Agreement may be canceled by the City when:

- a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
- b. Sub-standard or non-performance of Agreement.
- c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Vendor.

9. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Vendor.

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

11. Compensation. Upon Vendor's satisfactory submission of a weekly invoice, City shall pay Vendor following thirty (30) days after received invoice, as per the hourly rate listed in the Statement of Work, as full consideration for Services provided in this Agreement. It is understood that the total purchase price of Services shall be less than \$25,000.00.

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

The Vendor waives all rights against the City, its consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

In no event will either party to this Agreement be liable for incidental, consequential, punitive, indirect, or special damages, including, without limitation, interruption or loss of business, profit or goodwill. In no event shall Vendor's liability to City exceed the value of this Agreement in Section 11. Compensation, whether arising from an alleged breach of this Agreement, an alleged tort or any other cause of action. Notwithstanding the foregoing, this clause should apply only to the extent permitted by the Constitution and laws of the State of Florida, including Section 768.28, Fla. Stat.

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

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

- a. Amendment (Exhibit "A")
- Statement of Work ("Exhibit B")

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

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

As to Vendor:

Insight Global
201 North Tyron Street, Suite 2150
Charlotte, NC 28202

As to City:

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

With Copy To:

Lauren.charlesworth@insightGlobal.com

With Copy To:

cityattorney@stpetebeach.org

16. Conflicts and Severability. . If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.

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

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

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

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

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

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

Insight Global

DocuSigned by:
Signature: Rin Palmer
7C39023E678B47C...

By: Lauren Charlesworth Warnecke
Rin Palmer

Its: Portfolio Director
Sales Manager

Date: 4/21/2025 | 11:40 AM EDT

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Ralf Brookes
Ralf Brookes
City Attorney

City of St. Pete Beach:

Frances Robustelli
Signature: Frances Robustelli (Apr 24, 2025 12:56 EDT)

By: Frances Robustelli

Its: City Manager

24/04/25
Date: _____

ATTEST:

Ginny Bockin
Ginny Bockin
Acting City Clerk

EXHIBIT "A"

CITY OF ST. PETE BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Ginny Bodkin
Acting City Clerk/Public Records
Custodian cityclerk@stpetebeach.org

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

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

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

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

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

Sections 448.09 and 448.095, Fla. Stat.

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

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

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

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

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

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

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

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

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

"Coercion" means:

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

5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

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

EXHIBIT “B”

Statement of Work
To Services Agreement

This Statement of Work (“SOW”) to the Services Agreement dated [Parent Contract Effective Date] (“Agreement”) between Insight Global (“Vendor”) and City of St. Pete Beach (“City”), will be governed by, and is an integral part of, the Agreement.

Contract Employee Name:

Contract Employee Start Date:

Description of Work to be performed by Contract

Employee:

Bill Rate:

Straight Time:

Overtime:

Double Time:

Timesheet Method:

Choose an item.

Timesheet Approver Name:

Timesheet Approval Email Address:

Invoice Method:

Choose an item.

Invoice/AP Point of Contact Email Address:

Invoice/AP Point of Contact Email Address:

Is a Purchase Order (PO) Needed?

Choose an item.

PO Number:

PO Start Date

PO Expiration Date/ End Date

PO Funding Amount

PO Owner Name:

PO Owner Email Address:

VENDOR

CITY

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Insight Global Agreement

Final Audit Report

2025-04-24

Created:	2025-04-24
By:	Rita Bishop (rbishop@stpetebeach.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAE_CLf-nyCRWGNakXOVgdyZyqds28WA0L

"Insight Global Agreement" History

-  Document created by Rita Bishop (rbishop@stpetebeach.org)
2025-04-24 - 3:49:24 PM GMT
-  Document emailed to Frances Robustelli (frobustelli@stpetebeach.org) for signature
2025-04-24 - 3:49:31 PM GMT
-  Email viewed by Frances Robustelli (frobustelli@stpetebeach.org)
2025-04-24 - 3:49:40 PM GMT
-  Document e-signed by Frances Robustelli (frobustelli@stpetebeach.org)
Signature Date: 2025-04-24 - 4:56:51 PM GMT - Time Source: server
-  Agreement completed.
2025-04-24 - 4:56:51 PM GMT

Insight Global_Business Analyst Consultant

Final Audit Report

2025-05-06

Created:	2025-05-01
By:	Ariana Wilson-Romo (awilson@stpetebeach.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHiq8pjLeEBT-EJ62wLREroCtwNCCuCD6

"Insight Global_Business Analyst Consultant" History

-  Document created by Ariana Wilson-Romo (awilson@stpetebeach.org)
2025-05-01 - 1:42:06 PM GMT
-  Document emailed to Ralf Brookes (ralfbrookes@gmail.com) for signature
2025-05-01 - 1:42:22 PM GMT
-  Email viewed by Ralf Brookes (ralfbrookes@gmail.com)
2025-05-06 - 12:40:09 PM GMT
-  Document e-signed by Ralf Brookes (ralfbrookes@gmail.com)
Signature Date: 2025-05-06 - 12:40:30 PM GMT - Time Source: server
-  Agreement completed.
2025-05-06 - 12:40:30 PM GMT

CITY OF ST. PETE BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS ADDENDUM modifies that certain contract for services made and entered into this ____ day of _____, 2025, by and between the CITY OF ST. PETE BEACH, a Florida municipality, hereinafter referred to as the “City”, and _____, hereinafter referred to as “Contractor”, concerning that certain agreement dated the ____ day of December 2025 (“Agreement”) and titled Business Analyst Consultant.

WITNESSETH:

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

WHEREAS, Section 768.28, Fla. Stat., sets forth a limited waiver of sovereign immunity for tort liability for Florida public agencies; and

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

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

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

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

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

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

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

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

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

2. Public Records Compliance. City and Contractor agree that Contractor does not have the authority to contractually bind the City in any manner. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

City Clerk/Public Records Custodian

cityclerk@stpetebeach.org

Phone: 727-363-9220

155 Corey Avenue

St. Pete Beach, FL 33706

Fax: 727-541-8040

3. Public Records Compliance. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Pinellas County Circuit Court on an expedited basis to enforce the requirements of the previous section.

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

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

6. E-Verify Compliance. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Fla. Stat. "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Fla. Stat., as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to the City as a result of the termination of this Agreement in accordance with this paragraph. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

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

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

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

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

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

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

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

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

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

"Coercion" means:

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

5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

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

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of St. Pete Beach for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of St Pete Beach for review or approval.

18. Breach during Emergency Recovery Period. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a \$5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.

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

A. None.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing Section 15 above and that the facts stated in it are true.

Contractor:

Miguel Torres

Print Name: Miguel Torres

Title: Business Analyst

Company: Insight Global

ATTEST:

City of St. Pete Beach

City Clerk

Frances Robustelli, City Manager

Public Assistance Grant Supplement

1. Applicability of this Exhibit; Conflicts.

- a. This Exhibit shall be fully incorporated into and made a part of the Agreement, as if the terms contained in this Exhibit were fully re-stated within the Agreement itself.
- b. This Exhibit shall apply: (a) in addition to anything contained in the Contract Documents; and (b) notwithstanding anything contained in the Contract Documents to the contrary. No other provision of the Contract Documents shall serve to limit or restrict the obligations imposed upon the parties in this Exhibit.
- c. In the event of a conflict between anything contained in this Exhibit and anything contained elsewhere in the Contract Documents, this Exhibit shall control and take precedence.
- d. Contractor's agreement to the terms contained in this Exhibit is a material inducement for Contractor to enter into the Agreement.
- e. If this Exhibit is attached to a Purchase Order, the term "Agreement" as used herein shall mean and refer to such Purchase Order to which this Exhibit is attached, and the term "Contract Documents" shall refer to all documents attached to and made a part of such Purchase Order.

2. Defined terms.

- a. For purposes of this Exhibit, the following definitions shall apply, in addition to any terms defined elsewhere in the Contract Documents:
 - i. The terms "recipient" and "non-Federal entity," and the term "applicant" as used in Section 3(a)(8) herein, shall have the same meaning as the term "Owner" as used in the Agreement;
 - ii. The term "contract" as used herein shall have the same meaning as the term "Contract" as used in the Agreement; and
 - iii. The term "contractor" or "prime contractor" as used herein shall have the same meaning as the term "Contractor" as used in the Agreement.
 - iv. The term "internal controls" means a process, implemented by a non-Federal entity, designed to provide reasonable assurance regarding the achievement of objectives in the following categories: (a) Effectiveness and efficiency of operations; (b) Reliability of reporting for internal and external used; and (c) Compliance with applicable laws and regulations. 2 CFR §200.61
 - v. The term "supplies" means all tangible personal property other than those described in 2 CFR §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the

non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 CFR §200.94

- vi. The term “disallowed costs” means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. 2 CFR §200.31
- vii. The term “equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. 2 CFR §200.33

3. **Equal Employment Opportunity** (41 C.F.R. Part 60-1.4(b)).

a. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (a) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors

violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- (b) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, as amended; the provisions of contract work hours; the Safety Standards Act; the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333); and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as such acts apply to the performance of this Agreement. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

5. The following paragraph, including all subparts, shall apply if the total compensation under the Agreement, including all change orders, exceeds one hundred thousand dollars (\$100,000.00):

Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708).

Contractors engaged in contracts in excess of Two Thousand and 00/100 Dollars (\$2,000.00) shall comply with Federal requirements of the United States Department of Labor under 29 C. F. R., Parts 1, 3, 5, 6, and 7. All Contractors will comply with the following:

- a. Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 C.F.R. § 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 C.F.R. § 5.5(b)(1), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 C.F.R. § 5.5(b)(1).

(3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 C.F.R. § 5.5(b)(2).

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in 29 C.F.R. § 5.5(b)(1) through (4) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 C.F.R. § 5.5(b)(1) through (4).

6. **Procurement of Recovered Materials (2 C.F.R. § 200.322)**

The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

7. The following paragraph, including all subparts, shall apply if the total compensation under the Agreement, including all change orders, exceeds one hundred fifty thousand dollars (\$150,000.00):

Clean Air Act and the Federal Water Pollution Control Act (42 U.S.C. §§ 7401-7671q and 33 U.S.C. §§ 1251-1387).

a. Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided through Pasco County, Florida.

4. Section 3 Clause

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.

- B. The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- C. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section

3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.

F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

b. Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided through Pasco County, Florida.

8. Debarment and Suspension

a. Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with Executive Orders 12549 and 12689, and 2 C.F.R. pt. 180, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Owner. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Lobbying Prohibition

- a. No funds or other resources received under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- b. Required Certification. Contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

10. Hatch Act

The Contractor agrees that no funds provided, nor personnel employed under the Agreement, shall be in any way or any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

11. Conflict of Interest

The Contractor shall abide by the provisions of 24 C.F.R., 570.611 and 2 C.F.R., 200.112. The Contractor shall maintain no present or future financial interest, direct or indirect, which would

conflict in any manner or degree with the performance of services required under this Agreement as indicated in 2 C.F.R., 200.318.

12. Religious Activities

The Contractor agrees that funds provided will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization, in accordance with the Federal regulations specified in 24 C.F.R., 570.200(j).

13. Access to Records

- a. Access to Records. The following access to records requirements apply to this contract:

(1) The Contractor, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, agrees to provide the Department of Economic Opportunity (DEO), the Chief Financial Officer of the State of Florida, The Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives, the Florida Division of Emergency Management, Owner, Pasco County, Florida, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions at reasonable times. "Reasonable" shall ordinarily mean during normal business hours of 8 a.m. to 5 p.m., local time, Monday through Friday.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide Pasco County, Florida or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Owner and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by Pasco County, Florida or the Comptroller General of the United States.

(5) The Contractor shall include the aforementioned recordkeeping requirements in all approved contracts, subcontracts, and assignments.

14. Bonding Requirements

The Contractor agrees that related contracts must include the required contract clauses outlined in 2 C.F.R. § 200.326 and Appendix 11; and if the contract is for construction or facility improvement it must also include the Federal bonding requirements 2 C.F.R. § 200.325.

15. Employment Eligibility Verification

- a. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require the Contractor to:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subrecipient during the Agreement term; and,
 - ii. Include in all contracts under this Agreement the requirement that contractors, subcontractors, and consultants performing work or providing services pursuant to this Agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, and consultants during the term of the contract.
- b. The Department of Homeland Security's E-Verify system can be found at: <http://www.uscis.gov/e-verify>
- c. If the Contractor does not have an E-Verify MOU in effect, the Contractor must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

16. DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Pasco County, Florida pre-approval.

17. Compliance with Federal Law, Regulations, and Executive Orders

- a. This is an acknowledgement that Pasco County, Florida financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, Pasco County, Florida policies, procedures, and directives.

18. No Obligation by Federal Government

- a. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

19. Program Fraud and False or Fraudulent Statements or Related Acts

- a. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

20. Procurement By Non-Competitive Proposals

- a. Policy:
 - i. It is the policy of BayCare Health System Inc. to follow the Uniform Federal Guidance 2 CFR 200.320 in regard to procurement by noncompetitive proposals (Sole Source Purchasing). Procurement by noncompetitive proposals is

procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source
 - (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation
 - (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity
 - (4) After solicitation of several sources, competition is determined inadequate.
- ii. The procurement must be necessary for the program, project, research or other circumstance supported by the grant; not reasonably available and accessible of the type normally charged as a direct cost to existing sponsored agreements and purchased in accordance with other Institutional policies and procedures.

21. In the Event of a Non-Emergent Procurement the PD/PI Should Complete:

- a. **Cost Price Analysis Form** which includes contractor's total cost proposal or price to determine which are allowable, show their direct relation to the requirements and, reasonableness; and complete the related BayCare **Cost Analysis Worksheet** to support the proposed budget or quotation outlined in the Cost Price Analysis Form. Completion of these forms by the originating department will document that a Cost Analysis has been conducted.
- b. If no additional vendors were available to conduct a comparison against using the Cost Price Analysis Form, please also complete and attach the **Sole Source Justification Form**.
- c. **Responsible Contractor Form**: to document that any contractors have been reviewed and approved for their compliance with Uniform Guidance, Title 2, Subtitle A, Chapter II, Part 200, Subpart D, §200.318, section H.
- d. In addition, related contracts must include the required contract clauses outlined in 2 C.F.R. § 200.326 & Appendix 11; and if the contract is for construction or facility improvement also include the Federal bonding requirements 2 C.F.R. § 200.325.

22. Build America Buy America Act (BABA)

- a. The Contractor shall comply with the requirements under the Build America, Buy America Act when using Federal funds for the purchase of iron, steel, manufactured products, and construction materials permanently incorporated into infrastructure projects as applicable pursuant to the Build America, Buy America Act. All iron, steel, manufactured products

and construction materials used under a federally grant funded project must be produced in the United States as applicable pursuant BABA. The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award.

- b. For purposes of this section:
 - i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

23. Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms. 2 C.F.R. § 200.321

- a. Contractors will take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible.
- b. Affirmative steps must include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this section.

24. Compliance with Copeland “Anti-Kickback”

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate instructions may require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**25. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.
2 C.F.R. § 200.216**

- a. Under this Agreement, grant funds will not be obligated or expended to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - A. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - B. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - C. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - (4) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
 - (5) For more information, See 2 C.F.R. § 200.471.

26. Historic Artifact Discovery

If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

The terms in this Exhibit are hereby agreed upon by the Contractor as of this _____ day of _____, 2025.

Signed:

DocuSigned by:

Ella Pe

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Print Name:

Ella Pe

Title:

Sales Manager

[END OF EXHIBIT]

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

Agenda Report

Agenda Title Name: Approval of Holiday Pay for Fire Department Captains and District Chiefs Assigned to 24-Hour Shift Schedules

Action Request: Motion to Approve Holiday Pay for Fire Department Captains and District Chiefs Assigned to 24-Hour Shift Schedules and authorize the City Manager to create necessary administrative and personnel policies for accurate and fair implementation.

Strategic Objective: Operational Excellence

Date: December 2, 2025

Prepared By: Jim Kilpatrick, Fire Chief

Through: Frances Robustelli, City Manager

Summary of Issue:

Under the current agreement between the City of St. Pete Beach and IAFF Local 4966, rank-and-file Fire Department personnel assigned to a 24-hour shift schedule receive holiday pay for each recognized City holiday. This ensures appropriate compensation for employees who are scheduled to work on holidays or whose holidays fall on their assigned duty shifts.

Captains and District Chiefs, who also work the same 24-hour shift pattern and share the same operational responsibilities for holiday coverage, do not currently receive equivalent holiday pay. This creates an inconsistency between supervisory and non-supervisory personnel performing identical shift schedules and essential public safety functions.

To ensure internal equity and align compensation practices across all classifications working a 24-hour shift schedule, staff recommends extending holiday pay to Captains and District Chiefs. This adjustment will:

- **Promote parity** among all 24-hour shift personnel, regardless of rank;

- **Ensure consistency** with the City's established holiday pay practices for rank-and-file 24-hour employees under the collective bargaining agreement;
- **Align with existing benefits** provided to 40-hour employees, who receive holiday compensation under the Personnel Rules and Regulations; and
- **Support operational fairness** for supervisory staff who provide essential leadership during holiday shifts.

This change will not alter the number of recognized holidays or shift scheduling, but will provide consistent holiday compensation for all employees who work the Fire Department's standard 24-hour shift structure.

Funding:

This amount will be absorbed within the Fire Department's personnel budget.

Attachments:

1. Cost Analysis
2. SECTION 15-Updated Holiday

Cost Analysis

This agenda item provides a fiscal analysis of extending holiday pay to all 24-hour shift personnel. Holiday pay is calculated using each employee's average hourly rate multiplied by the total annual holiday hours (12 holidays × 12 hours = 144 hours).

The projected costs reflect the expected annual holiday-pay obligation using current average salaries. Actual expenditures may be lower because some holidays will fall on scheduled days off for District Chiefs and Captains. When that occurs, acting officers will fill the role at a lower compensation rate, reducing the overall holiday-pay expense. This adjustment can be accommodated within the department's existing personnel budget and is not expected to require additional funding.

Cost Summary

Position Group	Average Annual Holiday Pay	City Cost	County-Funded Cost
District Chiefs (3)	\$22,131.36	\$22,131.36	\$0
Captains – EMS Funded (3)	\$19,150.56	\$0	\$19,150.56
Total	\$41,281.92	\$22,131.36	\$19,150.56

Funding Clarification

The three Captains included in this calculation are fully funded through the Pinellas County EMS system. Their salary, benefits, and premium pay including holiday pay are reimbursed by the County. Therefore, the Captain holiday pay amount of \$19,150.56 does not impact the City budget. Only the District Chief amount of represents a City-funded cost.

SECTION 15

Holidays

15.01 list of legal HOLIDAYS/DAYS OBSERVED

The City recognizes the following holidays:

New Year's Day	Veterans Day
Martin Luther King Day	Thanksgiving
Presidents' Day	Friday after Thanksgiving
Memorial Day	Christmas Day
Independence Day	(Religious Holiday substitution)
Labor Day	
Personal Day	

B. Eligibility for Holidays:

1. Regular Full-Time employees receive 8 hours of holiday pay per holiday.
2. Regular Part-Time employees who work an average of 20 hours per week or more will receive 4 hours of holiday pay per holiday.
3. Part-Time Temporary employees are not eligible for holiday pay.

C. All MAPS employees shall be granted two (2) additional Personal Days per year which are to be used by September 30th of each year or will be lost. New Hires will not be eligible for the additional two (2) Personal Days until they have completed six (6) months employment. Effective October 1, 2020 the sixteen (16) hours for the two additional Personal Days will be discontinued and will be added to the Paid Time Off accruals.

D. When a holiday falls on a Saturday or Sunday, the following Monday or the preceding Friday will be declared a holiday for City employees, as determined by the City Manager.

E. A Personal Day must be taken a full day at a time and must be approved in advance by the Department Director, or his designee.

- F. The Personal Day(s) shall be treated as a holiday and therefore is not subject to accrual; and if not taken, will not be paid out at time of separation of employment with the City. All Personal Days shall be used within the fiscal year, unless Departmental management denies the request due to scheduling problems, in which event the employee shall be compensated for Personal Days to which he was entitled but could not use at the end of the fiscal year. Personal Days shall be requested through Time Clock Plus prior to the chosen day and are subject to approval by the Department Director.
- G. Employees shall also enjoy special holidays that are observed by the City during the term of this Agreement. Special holidays are defined as non-regularly scheduled holidays established by the City Commission to commemorate a special event or occasion not regularly provided to employees.

15.02 REQUIREMENTS TO RECEIVE HOLIDAY COMPENSATION

- A. Subject to 15.01 (B) above, all eligible employees will receive one (1) workday off with pay for each of the holidays.
- B. An employee must be on active pay status in order to qualify for the holiday time.
- C. Employees who are on PTO or other leave with pay during the holiday will receive holiday compensation. Employees who are required by their Supervisor to work on the day observed as a holiday must work that day to be eligible to receive holiday pay. An employee who is scheduled to work on the day observed as a holiday and reports sick will be charged with PTO for that day subject to Section 15.03.
- D. Employees scheduled to work on a holiday, and who in fact do work, shall receive pay at the normal straight rate or overtime, whichever applies, for the actual number of hours worked that day, plus a normal day's pay for the holiday provided they meet the eligibility requirements.
- E. Employees whose normal day off from work falls on a holiday shall receive holiday pay at the normal straight rate for the day, provided they meet the eligibility requirements.
- F. When a holiday falls on a day a part-time employee is not scheduled to work and the employee does not work, the employee shall receive four (4) hours pay at the straight time rate for the holiday.

15.03 absence due to sickness

An employee scheduled to work a holiday who fails to work because of sickness or injury shall not receive holiday pay unless (1.) he notifies his Director at least

one (1) hour before he is scheduled to report for work and (2.) upon request, he presents evidence satisfactory to the Director, which may be a medical doctor's excuse, that his absence was due to a bona fide, unforeseen serious illness or injury. The employee who fails to follow this procedure will also be subject to disciplinary action up to and including termination. The Director may excuse the first requirement if he is convinced that failure to notify as required was for a reason clearly beyond the employee's control.

15.04 TWENTY-FOUR HOUR SHIFT EMPLOYEES

Regular Full Time Employees on 24 hours shifts shall receive a bank of 288 at the beginning of the fiscal year in lieu of having Holidays and Personal Days.

OR

- A. Regular Full Time Employees on a twenty-four (24) hour shift schedule will receive a twenty-four (24) hour shift off with pay every thirteenth (13) shift in lieu of holiday pay, but no more than nine (9) shifts in any fiscal year.
- B. Regular Full Time Employees on a twenty-four (24) hour shift schedule will be entitled to seventy-two (72) hours for personal time. Personal time must be taken a full day at a time and must be approved in advance by the Department Director, or his designee. The personal time shall be treated as a holiday and therefore is not subject to accrual. All personal time shall be used within the fiscal year, unless Departmental management denies the request due to scheduling problems, in which event the employee shall be compensated for personal time to which he was entitled but could not use at the end of the fiscal year. Personal time shall be requested through Time Clock Plus prior to the chosen day and is subject to approval by the Department Director.

15.05 Holiday Workers

A Holiday Pay for Twenty-Four (24) Hour Shift Employees

Employees assigned to a twenty-four (24) hour shift schedule shall receive twelve hours (12) of holiday pay for each recognized City holiday in accordance with this section.

B Special Holidays

Employees assigned to a 24-hour shift schedule shall receive twelve (12) hours of pay for any special holiday declared by the City Commission. Special holidays are defined as non-regularly scheduled holidays established to commemorate a special event or occasion.

C Eligibility Requirements

To receive the additional twelve (12) hours of holiday pay:

1. Employees may not utilize unscheduled leave on the shift immediately prior to the recognized holiday; and

2. Employees may not utilize unscheduled leave on the shift immediately after the recognized holiday.

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

Agenda Report

Agenda Title Name: Authorize the Execution of a Services Agreement with Hydro-Klean, LLC for Stormwater Cleaning and Inspection Services in the amount not to exceed \$800,000 annually.

Action Request: Motion to authorize the City Manager to execute a Services Agreement with Hydro-Klean, LLC for Stormwater Cleaning and Inspection Services in the amount not to exceed \$800,000 annually

Strategic Objective: Reliable Infrastructure

Date: December 2, 2025

Prepared By: Camden Mills, Public Services Director

Through: Frances Robustelli, City Manager

Summary of Issue: The City publicly advertised a Request for Proposals (RFP) for qualified Contractors to perform Stormwater Cleaning and Inspection Services throughout the City. Two responsive sealed bids were received on September 10, 2025. Hydro-Klean, LLC was determined to be the lowest responsive and responsible bidder meeting all City qualification requirements.

The contract provides not-to-exceed unit prices for citywide stormwater system cleaning and inspection services, including:

- Pipe cleaning and CCTV inspection
- Specialty cleaning (root cutting, barnacle removal, etc.)
- Manhole, catch basin, baffle box, curb inlet, drop inlet inspections

Work will be issued by task order on an as-needed basis, in an amount not to exceed \$800,000 per year, subject to budgeted funds.

The contract deliverables will be used to analyze current condition of system, update the city's GIS asset inventory, and prioritize future stormwater repair and

replacements.

The initial agreement term is three (3) years, with up to two (2) additional one (1) year renewal options upon mutual agreement and annual appropriation.

Funding:

FY 26 CIP – Stormwater System Cleaning & Inspection
(\$800,000)

Attachments:

1. Signed Stormwater Cleaning and Inspection Services Agreement

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Stormwater Cleaning and Inspection Services

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

WHEREAS, The City properly issued a Request for Proposals, attached and incorporated hereto as Exhibit "B" and the City Commission authorized the selection of Contractor at its [Insert Date] public hearing.

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

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

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

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

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Standard Form Addendum. The attached Standard Form Addendum, which contains all the Florida Statutorily required provisions applicable to this Agreement, is attached hereto as Exhibit "A" and its provisions modify and supplement this Agreement.
3. Scope of Services. The Contractor must perform all work for the City required by the contract documents as set forth below:
 - a. Contractor will furnish all labor, materials, and equipment necessary as indicated in the Request for Proposals (Exhibit "B") in the amount of, not to exceed **\$800,000.00 per year**.
 - b. Contractor must supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor must comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor must at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
 - c. Contractor will provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

- d. Contractor must comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Contractor further warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the contract.
 - e. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. Contractor further warrants that all goods, materials and workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted. Last, Contractor warrants all material and workmanship for a minimum of (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor will, after receipt of a written notice from the City to do so, promptly correct the work.
5. Damages. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 10, that Contractor has failed to properly and completely deliver all goods or provide all service specified herein. The Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
6. Remedies.
- a. Damages. The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the city resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.
 - b. Correction of Work. If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the city reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the quality of workmanship.
7. Waiver of Liens. Prior to final payment of the Contract Sum, a final waiver of lien must be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement.

8. Warranties.
- a. Warranty of Title. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.
 - b. Warranty of Specifications. The Contractor warrants that all goods, materials, workmanship furnished, whether by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.
 - c. Warranty of Merchantability. The Contractor warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the city, or within such larger period of time as may be described by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor must after receipt of a written notice from the City to do so, promptly correct the work unless the City has previously given the Contractor a written acceptance of such condition.
9. Completion Date. Contractor shall provide the services, described herein to be completed within the first 36 months of the agreement.
10. Term. This Agreement will remain in effect for a period of (3) three years with (2) two, (1) one year extensions from the Effective Date.
11. Effective date. The “Effective Date” of this Agreement shall be the date this Agreement has been executed by all parties.
12. Termination. This Agreement may be canceled by the City when:
- a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
 - b. Sub-standard or non-performance of Agreement.
 - c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Contractor.
13. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Contractor.
14. Non-Exclusivity. Contractor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.
15. Compensation. Upon Contractor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal, City shall pay

Contractor, as full consideration for services provided in this Agreement and more specifically in Exhibit B.

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

The Contractor waives all rights against the City, its consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

17. Indemnification. In consideration of the payment of ten dollars as part of the compensation described herein, such sum being specifically found by Contractor to be sufficient consideration for this indemnification, Contractor shall indemnify, defend and hold the City harmless for itself, its past/present/future elected and appointed officials, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, liability or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not, and in connection with violations of copyrighted or trademarked materials used by Contractor, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. In any and all claims against the City, or any of their agents or employees by any employee of the Contractor any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph is not limited in any way by any limitation in this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers'

Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended nor may it be construed, to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

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

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

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

and review the records of the Contractor in relation to this Agreement at any an all times during normal business hours during the term of the Agreement.

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

- a. Standard Form Addendum (Exhibit "A")
- b. Request for Proposal (Exhibit "B")
- c. Vendor Proposal (Exhibit C)
- d. FEMA Addendum (Exhibit D)

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

As to Contractor:

Hydro-Klean, LLC
333 NW 49th Pl.,
Des Moines, IA 50313

As to City:

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

With Copy To:

jlomp@HKSolutionsGroup.com

With Copy To:

cityattorney@stpetebeach.org

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

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

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

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

27. Counterparts. This Agreement may be executed and delivered in any number of

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

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

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

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

Hydro-Klean, LLC:

City of St. Pete Beach:

Signature:  _____

Signature: _____

By: Jill Lomp

By: Frances Robustelli

Its: Contracts Manager

Its: City Manager

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Ralf Brookes
City Attorney

Renee Rose
City Clerk

EXHIBIT “A”

CITY OF ST. PETE BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS ADDENDUM modifies the contract for services made and entered into this _____ day of _____, 2025, by and between the CITY OF ST. PETE BEACH, a Florida municipality, hereinafter referred to as the “City”, and **HYDRO-KLEAN, LLC**, hereinafter referred to as “Contractor” to include the following terms of this contract Addendum:

WITNESSETH:

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

WHEREAS, Section 768.28, Fla. Stat., sets forth a limited waiver of sovereign immunity for tort liability for Florida public agencies; and

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

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

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

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

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

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

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

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

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

2. Public Records Compliance. City and Contractor agree that Contractor does not have the authority to contractually bind the City in any manner. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**
City Clerk/Public Records Custodian
cityclerk@stpetebeach.org
Phone: 727-363-9220
155 Corey Avenue
St. Pete Beach, FL 33706

Fax: 727-541-8040

3. Public Records Compliance. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Pinellas County Circuit Court on an expedited basis to enforce the requirements of the previous section.

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

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

6. E-Verify Compliance. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Fla. Stat. "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Fla. Stat., as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to the City as a result of the termination of this Agreement in accordance with this paragraph. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

7. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Fla. Stat., prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Fla. Stat., or is engaged in a boycott of Israel. Section 287.135(2)(b), Fla. Stat., further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000)

if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Fla. Stat., or the company is engaged in business operations in Cuba or Syria. The Contractor and City acknowledge that the amount of the contract is less than \$1,000,000. Accordingly, Contractor hereby certifies that Contractor is not listed on the Scrutinized Companies that Boycott Israel List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Fla. Stat., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

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

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

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

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

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

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

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

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

"Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

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

inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of St. Pete Beach for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of St Pete Beach for review or approval.

18. Breach during Emergency Recovery Period. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a \$5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.

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

A. None.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing Section 15 above and that the facts stated in it are true.

Contractor:



Print Name: Jill Long

Title: Contracts Manager

Company: Hydro-Klean, LLC

ATTEST:

City of St. Pete Beach

Renee Rose, City Clerk

Frances Robustelli, City Manager

EXHIBIT “B”

(Place Request for Bid behind this page)



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

**Stormwater Cleaning
and Inspection**

**Proposals due on or before
9/10/2025 at 9:00 AM EST(Deadline)
City Hall, St. Pete Beach, FL**

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Event	Date	Time
Publication of Bid	08/06/2025	8:00 AM
Pre-Bid Meeting (MANDATORY)	08/13/2025	10:30 AM
Deadline for Question Submission	09/03/2025	10:00 AM
Bid Receiving Deadline	09/10/2025	9:00 AM
Bid Opening	09/10/2025	10:30 AM

II. CONTRACTOR'S PROPOSAL SUBMITTAL

The company that is submitting a proposal declares that it has extensive experience in **Stormwater Cleaning and Maintenance**.

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

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

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

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

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

COMPANY: _____ DATE: _____

ADDRESS: _____ PHONE: _____

PROPOSER: _____ NAME: _____
(SIGNATURE) (PRINT NAME & TITLE)

STATE OF FLORIDA
COUNTY OF _____

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

(SEAL)

Notary Public – State of Florida

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

SUBMIT PROPOSAL TO:

Electronically only via Bonfire or DemandStar.

III. FEE SCHEDULE

Next Page

BID FORM CITY OF ST.PETE BEACH STORM SYSTEM CLEANING AND INSPECTION BID FORM					
ITEM	DESCRIPTION	EST. QTY.	U/M	BID PRICE PER UNIT (\$)	TOTAL BID PRICE (\$)
1 - PIPE CLEANING AND CCTV INSPECTION*					
1.01	6-INCH	200	LF		-
1.02	8-INCH	620	LF		-
1.03	10-INCH	580	LF		-
1.04	12-INCH	8,400	LF		-
1.05	15-INCH	20,300	LF		-
1.06	18-INCH	16,600	LF		-
1.07	21-INCH	185	LF		-
1.08	24-INCH	12,600	LF		-
1.09	30-INCH	6,050	LF		-
1.10	36-INCH	2,160	LF		-
1.11	41-INCH	50	LF		-
1.12	42-INCH	2,550	LF		-
1.13	48-INCH	1,350	LF		-
1.14	60-INCH	1,460	LF		-
1.15	12-INCH BY 18-INCH	450	LF		-
1.16	14-INCH BY 23-INCH	400	LF		-
1.17	15-INCH BY 21-INCH	270	LF		-
1.18	15-INCH BY 23-INCH	190	LF		-
1.19	19-INCH BY 30-INCH	9,750	LF		-
1.20	24-INCH BY 38-INCH	3,050	LF		-
1.21	29-INCH BY 45-INCH	640	LF		-
1.22	38-INCH BY 60-INCH	340	LF		-
1.23	43-INCH BY 68-INCH	2,300	LF		-
1.24	48-INCH BY 68-INCH	480	LF		-
TOTAL					-
2 - SPECIALTY CLEANING*					
2.01	6-INCH	20	LF		-
2.02	8-INCH	62	LF		-
2.03	10-INCH	58	LF		-
2.04	12-INCH	840	LF		-
2.05	15-INCH	2,030	LF		-
2.06	18-INCH	1,660	LF		-
2.07	21-INCH	19	LF		-
2.08	24-INCH	1,260	LF		-
2.09	30-INCH	605	LF		-
2.10	36-INCH	216	LF		-
2.11	41-INCH	5	LF		-
2.12	42-INCH	255	LF		-
2.13	48-INCH	135	LF		-
2.14	60-INCH	146	LF		-
2.15	12-INCH BY 18-INCH	45	LF		-
2.16	14-INCH BY 23-INCH	40	LF		-
2.17	15-INCH BY 21-INCH	27	LF		-
2.18	15-INCH BY 23-INCH	19	LF		-
2.19	19-INCH BY 30-INCH	975	LF		-
2.20	24-INCH BY 38-INCH	305	LF		-
2.21	29-INCH BY 45-INCH	64	LF		-
2.22	38-INCH BY 60-INCH	34	LF		-
2.23	43-INCH BY 68-INCH	230	LF		-
2.24	48-INCH BY 68-INCH	48	LF		-
TOTAL					-
3- ACCESS STRUCTURE INSPECTION*					
3.01	MANHOLE	134	EA		-
3.02	CATCH BASIN	752	EA		-
3.03	CATCH BASIN BAFFLE BOX	4	EA		-
3.04	CURB INLET	192	EA		-
3.05	DROP INLET	25	EA		-
TOTAL					-
TOTAL CONSTRUCTION TOTAL					-
Note:*= Quantities shown are estimated and have not been verified. Estimated quantities for each item will vary depending on the discretion of the Owner and condition of each segment of pipe. Prior approval must be obtained before completing work for these tasks.					

AL CONTRACT TERMS

REQUEST FOR PROPOSALS

The City of St Pete Beach is requesting proposals from Companies who are experienced in Storm System Cleaning and Inspections. |

REQUEST FOR PROPOSAL SUMMARY

The City of St. Pete Beach is looking for proposals from Companies who are experienced in Storm System Cleaning and inspections. The company should have extensive experience in Storm Water System Cleaning and Inspections. Be able to submit valid references that are of the same type of work the City is looking to contract.

PROPOSAL SUBMITTALS

Proposal documents must include a signed/notarized Contractor's Proposal Submittal (Page 3), Fee Schedule, References, Contractor's license and insurance certificates, and Public Entity Criminal Affidavit. The Contractor shall submit electronic proposals only. Bidders must submit electronically through online platforms Bonfire and DemandStar. When bidding electronically, only one copy should be submitted.

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

Electronic proposals must be submitted by **9:00 AM on 09/10/2025 (Deadline)**.

Clearly marked as: **"Storm System Cleaning and Inspection."**

PROPOSER INFORMATION

All prospective Proposers must contact the City's Procurement Manager, in writing via e-mail (jtaylor@stpetebeach.org), with their intention to submit, along with their company name and contact information at least ten (10) business days before the proposal submittal deadline. The City is not responsible for any Addendums or other supplementary information that is not received due to non-submittal of the aforementioned information. Please refer back to the city website (<http://www.stpetebeach.org/news-and-links/city-projects.html>) for additional project information as it becomes available. The City reserves the right to decide whether to answer addendums or not. The City is not required to provide any additional information.

MANDATORY PRE-PROPOSAL MEETING

A mandatory pre-proposal meeting will be held on **8/13/2025 at 10:30 AM EST** via Microsoft Teams. Please contact the City Procurement Manager at jtaylor@stpetebeach.org |

CONTACT INFORMATION

Procurement Manager - John Taylor

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

Office Phone - (727) 363-9279

E-mail - jtaylor@stpetebeach.org

SUBMISSION OF PROPOSALS

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

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

EVALUATION CRITERIA

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

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

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

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposals shall include the following:

- A signed and notarized Proposer's Contract Proposal.
- A completed Fee Schedule. Note any exceptions.
- Current proof of insurance certificate.
- A letter from the surety company stating the contractor is bondable up to \$10,000.00 and upon activation following a disaster event a performance bond will be issued.
- A list of references and minimum qualifications as outlined in Section V.
- Include four (4) originals and one (1) unbound copy of the proposal package, along with a copy of the entire proposal on a USB Flash Drive in PDF format.

WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

No oral interpretations will be made to any firms as to the meaning of the scope of work or any other contract documents included in this **RFP**. All questions pertaining to the terms and conditions or scope of work of this Request for Proposal (**RFP**) must be sent in writing (e-mail is acceptable) to the City Procurement Manager and shall be received no later than **10:00 AM EST on 9/3/2025**. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the **RFP**. All such Addenda shall become a part of the contract documents. The City will not be

responsible for any other explanation or interpretation of the proposed **RFP** made or given prior to the award of the contract. The City will not respond to questions received after the specified deadline. The City reserves the right to respond to any and all questions but is not required to do so. If the Proposer discovered the opportunity through one of the two online platforms (Bonfire or DemandStar), do not submit questions through these platforms. Only questions emailed directly to the City Procurement Manager will be answered.

SCOPE OF WORK

Please see Technical Specifications at the end of this document

DETAILED SPECIFICATIONS

Please see Technical Specifications at the end of this document.

ADDITIONAL WORK DETAILS

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

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

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

STATEMENT OF WORK

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

BEGINNING DATE

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

to the City.

COMPLETION OF WORK

The work will be completed and ready for final inspection within three (3) years from contract execution. With the option to renew for three (3) additional 1-year periods. |

COSTS INCURRED BY PROPOSERS

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

ORAL PRESENTATION

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

CONFLICT OF INTEREST

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

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

LATE PROPOSAL OR MODIFICATIONS

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

RELATED PARTIES AND MULTIPLE PROPOSALS

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

RIGHT TO AUDIT

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

contract date.

VARIANCE FROM STANDARD TERMS & CONDITIONS

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

ASSIGNMENT

The Proposer shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer must disclose that intent in the proposal. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) business days of Proposer's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City shall include but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

LOBBYING

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

ADDITIONAL REQUIREMENTS

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

SERVICES AGREEMENT

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

INTEGRITY OF REQUEST FOR PROPOSAL DOCUMENTS

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

RESPONSIBILITY OF THE CITY MANAGER OR DESIGNEE

The term "City Manager or designee" wherever used in this Contract shall be the City of St. Pete Beach or its duly authorized representative. Notices of any change in the City Manager or designee shall be given in writing by the City to the Contractor. The City Manager or designee shall have full authority to interpret the contract and requirements and shall determine acceptance of the work under this Contract and every question relative to the fulfillment of the terms and provisions therein. It shall be the duty of the City Manager or designee to enforce the contract terms in a fair and unbiased manner.

If a variation from any requirements is allowed, the City Manager or designee shall grant the same in writing with the reasons for his action outlined, and such action will not invalidate or change the Contract in any other manner.

EXAMINATION OF SITE

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

ASSURANCES

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

TRAFFIC CONTROL AND STAGING AREA

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

ASSIGNMENT AND TRANSFER OF CONTRACT

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

SUBCONTRACTS

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

PERFORMANCE PAYMENT BOND

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

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

LIQUIDATED DAMAGES

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

PAYMENT

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

PERIOD OF PERFORMANCE

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

CHANGES IN THE WORK

Without invalidating the Contract, the City may, at any time or from time to time, order additions, deletions or revisions in the work authorized by written Change Orders or directives. Upon receipt of a Change Order, the Proposer will proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract documents. If any Change Order causes an increase or decrease in the Contract Amount or any extension or shortening of the Contract Time, an equitable adjustment will be made.

Additional Work performed by the Proposer without authorization of a Change Order will not entitle them

to an increase in the Contract Amount or any extension of the Contract Time, except in the case of an emergency (subject to approval by City Manager or designee).

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

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

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

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

CHANGE OF CONTRACT AMOUNT

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

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

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

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

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

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

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

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

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

- A. For labor: Provide written documentation from the Proposer and Subcontractors or others as appropriate in the form of a detailed breakdown by each labor classification involved indicating the number of hours of Work involved and the hourly payroll rate applicable to each to substantiate the basis and amount of the direct labor cost. The direct labor cost may be increased to provide an allowance for indirect payroll costs (labor burden), such as payroll taxes, fringe benefits, and workers insurance after all premium discounts, rebates and other appropriate reductions have been taken.

- B. For material, supplies, equipment, furnishings, etc., to be installed or included in the Work: Provide written documentation from the Proposer and Subcontractors, suppliers, etc., to substantiate the basis and amount of the various cost items involved. Material costs shall reflect the Proposer's reasonably anticipated net actual cost after consideration of trade discounts and volume rebates.
- C. For construction equipment: Provide written documentation in the form of a detailed breakdown by each construction equipment category, indicating the applicable unit rates (i.e., dollar amount per hour, dollar amount per day etc.,) and the number of hours, days, etc. to substantiate the basis and amount of the construction equipment out-of-pocket costs.

CHANGE OF CONTRACT TIME

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

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

CITY'S RIGHT TO DIRECT PURCHASE

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

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

The Proposer shall assist the City with receipt of materials furnished by the City in accordance with these Special Provisions including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, providing and obtaining all warranties and guarantees required by the Contract Documents, assist with inspection of the goods at the time of delivery and notify the City immediately of any deficiencies noted. It is understood that the owner assumes the risk of damage or loss during the time that the building materials are physically stored at the job site prior to their installation or incorporation into the project. The Proposer shall coordinate with the City regarding the delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Proposer for the particular material furnished.

As City Furnished Materials are delivered to the job site and accepted by the City, the City shall notify the Proposer who will assist the City to visually inspect all shipments from the suppliers. The City will approve

the vendor's invoice for material delivered upon adequate inspection and recommendation of the Proposer. The City shall assure that each delivery of City Furnished Materials is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made and Contract Documents including but not limited to Contract, Plans, Specifications, and approved Shop Drawings. This documentation may consist of a delivery ticket, bill of lading and an invoice from the supplier conforming to the Purchase Order together with such additional information as the City may deem necessary.

PAYMENTS FOR WORK COMPLETED

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

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

PAYMENTS WITHHELD

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

- a) Defective work not remedied
- b) Claims and/or liens filed or reasonable evidence indicating probable filing of claims
- c) Failure of the Proposer to make payments properly to Subcontractors or for material or labor
- d) A reasonable doubt that the Contract can be completed for the balance then unpaid
- e) Damage to another Proposer
- f) Failure of the Proposer to keep their work progressing in accordance with their time schedule

FINAL PAYMENTS

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

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

LIENS

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

RESPONSIBILITY OF THE CITY MANAGER OR DESIGNEE

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

INTENT OF PLANS AND SPECIFICATIONS

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

LICENSES AND PERMITS

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

finances resulting from Proposer's non-compliance of said requirements.

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

SUPERINTENDENCE

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

LABOR PROVISIONS

The Proposer and his Subcontractors shall discharge, whenever ordered to do so by the City Manager or designee, any employee who is disorderly or whose conduct in the opinion of the City Manager or designee is detrimental to the prosecution of the work. No person whose age or physical condition is such as to make this employment dangerous to his/her health and safety or to the health and safety of others shall be employed on the work, and in no event shall any persons under the age of sixteen (16) years be employed. The State of Florida prevailing wage law requires that the Proposer shall fully comply with all provisions contained in Section 215.19, "Schedule of Prevailing Wage Rates for Specified Public Construction." The wage rates set forth by such determination shall apply to this project.

INSURANCE

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

The successful Proposer shall supply and maintain insurance which defends, indemnifies and holds harmless the City of St. Pete Beach, its officers, employees and agents from and against any and all liability, damage claims, demands, costs, judgments, fees, attorney's fees or loss arising directly out of acts or omissions hereunder by the Proposer or third party under the direction or control of the Proposer. Such general and excess liability coverage shall be primary to any other coverage carried by the City of St Pete Beach. Proposer must furnish the City with Certificate of Insurance prior to commencement of work. An approved Certificate of Insurance furnished by the Proposer's carrier to guarantee the Proposer being insured with the City of St Pete Beach must be named as a certificate holder for this contract. The following minimum coverage:

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

PROTECTION OF WORK AND PROPERTY

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

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

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

PARKING

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

TRANSPORTATION, HANDLING AND STORAGE

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

VEHICLES

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

ENVIRONMENTAL PROTECTION

It shall be the Proposer's responsibility to implement construction methods, best management practices, and erosion control methods that avoid water pollution as required by the State of Florida Department of Environmental Protection (FDEP), City of St. Pete Beach, and Pinellas County. Any Proposers in violation

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

TIMELY DEMAND FOR STAKES AND INSTRUCTIONS

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

WORKMANSHIP

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

UTILITIES

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

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

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

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

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

CLEANING UP

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

DEFECTIVE WORK OR MATERIAL

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

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

DISPUTE RESOLUTION

The Contract shall be construed under Florida law. The parties agree that all controversies, claims and other matters in question between the parties arising out of or relating to this Contract or its breach shall be resolved through mediation. Upon notice of any party to the Contract of a dispute, question or controversy, the parties shall agree to the appointment of a qualified mediator. A qualified mediator is a person who has received at least forty (40) hours of mediation training and has actual experience as a mediator in resolving contract disputes. If the dispute, question or controversy is not resolved through mediation within sixty (60) business days of a notice of the dispute between the parties, the City reserves the right to seek resolution through court action.

INDEMNIFICATION

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

GENERAL WARRANTY

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

LAND OF CITY, USE OF, BY PROPOSER

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

OTHER WORK

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

OTHER CONTRACTS

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

COOPERATIVE PURCHASING

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

DELAYS AND EXTENSION OF TIME

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

CITY'S RIGHT TO TAKE OVER THE WORK

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

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

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

The City may require the Surety on the Proposer's bond to take control of the work at once and see to it that all deficiencies of the Proposer are made good with due diligence. As between the City and the Surety, the

entire cost of making good such deficiencies shall be borne by the Surety. If the Surety takes over the work, either upon termination of the services of the Proposer or upon instructions from the City to do so, the provisions of the Contract Documents shall govern in respect to the work done by the Surety, the Surety being substituted for the Proposer as to such provisions, including provisions as to the payment for the work and provisions of this section as to the right of the City to do the work itself or to take control of the work.

RIGHT OF OCCUPANCY

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

ACCEPTANCE

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

WAIVER

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

INSPECTION

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

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

The inspection of the work shall not relieve the Proposer of any of their obligations to fulfill their Contract as prescribed, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such defective work and materials have been previously overlooked and accepted on estimates for payment. All work shall be tested to the satisfaction of the City Manager or designee before acceptance.

PROPOSAL REVIEW AND CONTRACT AWARD

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

LOCAL, STATE AND FEDERAL COMPLAINT REQUIREMENTS

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

Compliance with Fla. Stat. 448.095:

- Proposer agrees to comply with all applicable portions of Fla. Stat. 448.095. Proposer must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired on or after January 1, 2021 during the term of this Agreement.
- Subcontractors (i) Proposer shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. (ii) Subcontractors shall provide Proposer with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095 (iii) Proposer shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
- Proposer must provide evidence of compliance with Fla. Stat. 448.05 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Proposer's E-Verify number.
- Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Proposer may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and proposal costs (if necessary). Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Proposer, the Proposer may not be awarded a public agreement for a period of 1 year after date of termination.

RESERVES THE RIGHT

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

The City reserves the right to select a firm with or without additional interviews and may decide to select any of the firms submitting proposals. The City reserves the right to award the contract to a responsible

proposer submitting a responsible proposal, with a resulting negotiated agreement which is most advantageous and in the best interest of the City.

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

SUBMITTAL WITHDRAWAL

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

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

CONE OF SILENCE

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

TERMINATION

The resulting contract may be canceled by the City when:

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

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

FISCAL NON-FUNDING

If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel this Agreement immediately upon written notice to the vendor.

PROJECT RECORDS

The awarded firm shall maintain auditable records concerning the procurement to account for all receipts

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

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

V. REFERENCES & MINIMUM QUALIFICATIONS

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

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

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

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

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

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

VI. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

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

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

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

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

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

at: _____
(Business address)

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

(FEIN)

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

(SSN)

by the individual signing this sworn statement:

(Signature)

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

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

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

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

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

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

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

STATE OF FLORIDA
COUNTY OF _____

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

(SEAL)

Notary Public – State of Florida

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

VII. NON-COLLUSION AFFADAVIT

STATE OF _____

COUNTY OF _____

I state that I _____ of _____,

(Name and Title)

(Name of Firm)

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

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

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

Name of Organization: _____

Signed By: _____

Print Name: _____

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

(SEAL)

Notary Public – State of Florida

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

VIII. TECHNICAL SPECIFICATIONS

CONTRACT DOCUMENTS TECHNICAL SPECIFICATIONS FOR

CITY OF ST. PETE BEACH

PROJECT NAME:

Storm System Cleaning and Inspection

PROJECT NUMBER:

148404110

DATE ISSUED:

June 2025

PROJECT OWNER:

City of St. Pete Beach

c/o Public Works Department

7581 Boca Ciega Dr

St. Pete Beach, Florida 33706

727-363-9254

PREPARED BY:

Kimley-Horn and Associates

200 Central Avenue, Suite 600

St. Petersburg, Florida 33701

727-498-2585 Shelby.Hughes@Kimley-Horn.com

Registry No. 35106 200 Central Avenue, Suite 600

St. Petersburg, Florida 33701

727-498-2585

SHELBY N. HUGHES, P.E.

License No. 86419

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SECTION 1 - GENERAL
1.01 LOCATION OF THE WORK SITE AND ACCESS
 Access to the work sites shall be over streets, and walkways. Any damage to existing pavement surface and base or other surface improvements outside the Contract Pay Limits, attributable to the Contractor's activities, shall be restored to like-new condition by the Contractor at the Contractor's expense.
 The Project will take place throughout the City of St. Pete Beach (City) on the City's stormwater system. The stormwater system consists of approximately 18 miles of stormwater drainage pipe primarily consisting of 6-inch through 68-inch RCP.
1.02 SCOPE OF WORK

The Contractor shall furnish all labor, material, equipment, and incidentals necessary for the Stormwater System CCTV Inspection and Cleaning including, but not limited to, temporary pumping, maintenance of traffic, hydraulic root cutting and cleaning, heavy cleaning, removal of attached grease, and remote televising and recording of the stormwater infrastructure location and condition.

The work shall also include furnishing all labor, material, and equipment necessary for site restoration, including but not limited to materials, power, light, heat, fuel, water, tools, appliances, equipment, supplies, shop drawings, working drawings, fill replacement, landscaping, irrigation, grading, pavement repair and replacement, and pavement striping. The Contractor is responsible for obtaining all required permits necessary for the work, including all applications and review fees, other than those permits which may have already been obtained. The Contractor shall perform and complete the work in a speedy and efficient manner consistent with safety of life and property and to the satisfaction of the City, and in strict accordance with the Contract Documents. The Contractor shall repair or restore all structures and property damaged or disturbed during performance of the work.

The cost of incidental work described in this General Section, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made.

The Contractor shall be solely responsible for the means and methods of construction and the adequacy of his workmanship, materials and equipment.

1.03 PROJECT SUMMARY

Cleaning of the stormwater collection system is part of an emergency response as a result of Hurricane Helene where significant sand and sediment was deposited into the stormwater system, requiring cleaning. The goal of the program is to return the existing stormwater system to pre-storm conditions by cleaning and removing sand, grit, and debris from the system as a result of Hurricane Helene.

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1.04 CONTRACT DRAWINGS AND SPECIFICATIONS

Where the Contract Drawings and Specifications are not in agreement, the Contract Drawings shall govern. The Contractor shall furnish all labor, equipment, and materials to construct the Project and all miscellaneous and appurtenant work complete in place as specifically described and included under said each Contract Pay Item as shown, specified, or directed by the Engineer in accordance with the obvious or expressed intent of the Contract.

The Technical Specifications for the Project that reference FDOT-SSRBC (Florida Department of Transportation - Standard Specifications for Road and Bridge Construction) pertain to the most recent edition at the date of issuance of these Specifications.

1.04.01 COPIES FURNISHED TO CONTRACTOR

The Contractor shall furnish each of the subcontractors, manufacturers, and material men such copies of the Contract Documents as may be required for their work. Additional copies of the Contract Drawings and Specifications, when requested, may be furnished to the Contractor at cost of reproduction.

1.04.02 SUPPLEMENTARY DRAWINGS

When, in the opinion of the City, it becomes necessary to explain more fully the work to be done or to illustrate the work further or to show any changes which may be required, drawings known as Supplementary Drawings, with specifications pertaining thereto, will be prepared by the Engineer and the City and provided to the Contractor.

1.04.03 CONTRACTOR TO CHECK CONTRACT DRAWINGS AND DATA

The Contractor shall verify all dimensions, quantities and details shown on the Contract Drawings, Supplementary Drawings, Schedules, Specifications or other data received from the City or the Engineer and shall notify the City and Engineer of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction or improper operation resulting therefrom nor from

rectifying such conditions at the Contractor's own expense. The Contractor shall assume all responsibility for the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract with approval by the City.

1.05 WORK ORDERS

Assets to be cleaned and CCTV inspected shall have a Work Orders issued on individual Work Order form(s) or a Worklist (tabular list of multiple Work Orders and associated assets in Excel/PDF format) and will establish the timeline for required commencement and completion of the Work. Work Orders or Worklist will be issued in City approved format and delivered either electronically or by hard copy to the Contractor.

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Each individual Work Order form, or Work Order (spreadsheet row) in a Worklist, will contain the available pertinent information for the associated asset(s) such as Work Order number, the upstream and downstream access structure FID, pipe FID, nominal pipe diameter, approximate length of pipe, pipe material, and any other City comments describing requirements and specific directions for Work required.

Along with each individual Work Order form or Worklist, corresponding supplemental maps/drawings, which may consist of highlighted or notated Utility Atlas/GIS Map(s), will be issued to the Contractor showing the location of the assets, and any additional directions/requirements regarding the Work. The Contractor shall locate, uncover, and verify the access structures associated with each pipe segment to be inspected prior to commencing Work. The Map(s) issued represent the best practical information available regarding the location and layout of the existing utilities. The Contractor shall refer to them for general location of utilities with respect to property lines. The accuracy of the utility location information and dimensions are not guaranteed. The Contractor shall verify location and size of all existing utilities prior to starting the Work. Other Work Order formats may be used as determined by the City.

Work Orders for various tasks may require prioritization by the City or authorized city agent. The Contractor shall accomplish the Work in accordance with a given chronological sequence and amend the sequence of outstanding Work Orders as the City or authorized city agent deems necessary. The City or authorized city agent shall notify the Contractor in writing of any such changes and unless notified otherwise, the Contractor shall proceed with the Work in the order in which it was issued.

The City shall supply a list in writing of all authorized city agents if applicable.

The Contractor's superintendent or other City approved representative may attend monthly meetings with the City to discuss scheduling and sequencing of Work and receive prioritization of outstanding and future Work issued by the City to the Contractor. The day and time of month for these meetings shall be agreed to at the pre-construction meeting prior to the Contractor starting Work on the Project.

1.06 ESTIMATED QUANTITIES

The estimated quantities for the unit price Pay Items listed in the Proposal are to be considered as representative only and are to be used for the comparison of Bids and Pay Items and determining amounts for which the Bid and Construction Bonds shall be furnished. Even though the unit prices tendered by the Contractor are tendered for the scheduled quantities, the scheduled quantities of work to be performed and materials to be furnished may each be increased or decreased without in any way invalidating the Bid unit prices for those Pay Items. The City reserves the right to vary the estimated quantities or to delete the Work and the corresponding Contract Pay Items from the Contract. The Contractor will be compensated for Work actually performed as described in the Work Orders or authorized by the City, all in accordance with the unit prices or lump sum prices contained in the Proposal. The Bidder shall

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quote in the Proposal a unit price or lump sum price for which he will perform the Work for each of

the Contract Pay Items.

1.07 CONTRACTOR RESPONSIBILITIES

Contractor shall provide an Account Manager, who will be readily available during normal business hours to administer the Agreement. Contractor is responsible for notifying the City with any changes in account manager or other Key Personnel. Account Manager's responsibilities shall include, but are not limited to, overseeing all aspects of implementation, servicing, reporting, and issue resolution.

Contractor shall have the facilities, capabilities, equipment, and staff to support services for the term of the Agreement and all equipment shall meet federal, state and local laws.

Contractor shall be responsible for ensuring that Contractor's staff follow all established safety regulations pertaining to the work to be performed per OSHA and/or City standards.

Contractor shall immediately remove any workers from performing services who have been deemed by the City as incompetent or disorderly.

1.08 CITY RESPONSIBILITIES

City shall provide a single point of contact (City Project Manager) to administer the Agreement. City Representative shall assist with planning, strategy and objectives prior to performance of the Work, to include notifying the contractor when services are required, providing the location and address and providing access to the work site.

City Representative shall promptly respond to issues and inquiries so as not to hinder the progress, completion, or compensation for the Work.

City shall be responsible for the removal of dried debris after the dewatering process. Disposal fees shall be paid for by the City.

1.09 FIELD ENGINEERING

The Contractor shall establish and provide all vertical and horizontal control points for this Project including benchmarks. The Contractor shall provide the field layout surveying necessary to properly construct the work as indicated on the Contract Drawings.

All field layout surveying shall be performed under the supervision of a Professional Land Surveyor (Chapter 472, Florida Statutes). The Contractor shall submit the name and registration number of Surveyor as directed by the Engineer. The Engineer reserves the right to check all survey staking and to require adjustments or re-staking by the Contractor in the event that conflicts, or errors are detected.

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1.10 SAFEGUARDING SURVEY MARKS

The Contractor shall safeguard all existing property monuments, benchmarks, and other survey marks adjacent to and within the Project limits and shall bear the cost of re-establishing them if disturbed or destroyed.

1.11 INSPECTION AUTHORITY

The City or Engineer has ultimate responsibility for contract administration and inspection for this Project. The City or Engineer may assign field inspection responsibilities to a Design Professional and/or City Inspector. Each step of construction is subject to review and acceptance by the City or Engineer prior to proceeding with a subsequent step.

During the progress of the Work and up to the date of final acceptance, the Contractor shall at all times afford representatives of the City, the County, the State, the Department of Environmental Protection, the Department of Transportation, the Department of Labor, or any other agency with jurisdiction, every reasonable, safe, and proper facility for observation of the work done or being done at the site, and also the manufacture or preparation of materials and equipment at the place of such manufacture or preparation.

The Project line of authority will be presented at the Preconstruction Conference.

1.12 PROJECT WORK HOURS/FIELD SUPERVISION

Normal work hours for the Project are Monday through Friday, 7:00 AM to 4:30 PM, excluding City designated holidays. Any work that needs to be completed outside of normal working hours must be coordinated with the City.

The Contractor shall designate and keep on site at all times during the Work, a competent resident

Superintendent, employed by the Contractor. Such designation shall be made at the preconstruction meeting and shall include pertinent data as to address, phone numbers, etc. where said

Superintendent may be contacted at any time of the day or night.

The Superintendent shall not be replaced without written notice and approval by the City except under extraordinary circumstances. Upon approval by the City of such change, all pertinent data (as stated previously in this section) shall be given by the Contractor to the City regarding the replacement.

The Superintendent will be the Contractor's representative at the site and shall have the authority to act on behalf of the Contractor. All communications given to the Superintendent shall be as binding as if given to the Contractor.

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1.13 PROJECT SCHEDULE

The Contractor shall commence Work on each Work Order within 10 consecutive calendar days after it is received by the Contractor (unless such time is extended in writing by the City). The Work shall be performed uninterrupted until completed. The Contractor shall be deemed to have accepted responsibility for completion of all Work Orders by the contract term listed in the Agreement or the expiration of funds, whichever comes first, unless the Contractor notifies the City in writing within 10 consecutive calendar days after any Work Order is received by the Contractor. The contractor's weekly crew locations shall be provided to the City in a City approved electronic file format and method (email) ahead of the start of any Work.

A Work Order with various tasks may require prioritization by the City. The Contractor shall accomplish the Work in accordance with a given specified sequence, if included in the Work Order, and amend the sequence of outstanding tasks as the City deems necessary. The City shall notify the Contractor in writing of any such changes and unless notified otherwise, the Contractor shall proceed with the Work in the order in which it was issued.

The City may order the Contractor to proceed with the Work at a faster rate or to add additional crew(s) should a backlog of Work Orders develop.

If the Work does not progress at a satisfactory rate, is otherwise deemed unsatisfactory by the City, or is not completed within the approved timeframe, the City in its sole discretion reserves the right to terminate the Contract and re-advertise the Work at any time. No additional compensation beyond the unit prices bid for Work completed will be allowed the Contractor because of such termination. If the City requests the Contractor to perform Work outside of normal working hours as defined during the pre-construction meeting, the inspection fee will be waived and the Contractor compensated as provided under the General Conditions article headed "Changes in the Work."

1.14 MATERIALS AND EQUIPMENT

All materials, appliances, and types of construction shall be in accordance with the Technical Specifications and shall, in no event, be less than that necessary to conform to the requirements of any applicable laws, ordinances, and codes.

All materials and equipment to be incorporated into the Work shall be new, unused, and correctly designed. They shall be of standard first grade quality, produced by expert workmen, and be intended for the use for which they are offered. Materials or equipment which, in the opinion of the Engineer, are inferior or of a lower grade than indicated, specified, or required, will not be accepted. Projects funded by the State Revolving Fund must comply with the requirements of the American Iron and Steel Requirement unless otherwise specified in the Contract Documents and approved by the Engineer.

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1.15 MANUFACTURER

The names of proposed manufacturers, manufacturers' representatives, suppliers, and dealers who are to furnish materials, equipment, or other fittings, shall be submitted by the Contractor to the

Engineer for review and acceptance. Such acceptance must be obtained before Shop Drawings will be accepted for review. All transactions with the manufacturer and subcontractors shall be through the Contractor.

Any two or more pieces of material or equipment of the same kind, type, or classification and being used for identical types of service, shall be made by the same manufacturer.

Projects funded by the State Revolving Fund must comply with the requirements of the American Iron and Steel Requirement unless otherwise specified in the Contract Documents and approved by the Engineer.

1.16 SAMPLES

The Contractor shall, when required, submit to the Engineer for review and acceptance, typical samples of material and appliances. The samples shall be properly identified by tags and shall be submitted sufficiently in advance of the time when they are to be incorporated into the Work so that rejections thereof will not cause delay. A letter of transmittal from the Contractor requesting approval shall accompany all such samples.

1.17 EQUIVALENT QUALITY

In the Contract Documents, whenever an article, material, apparatus, equipment, or process is called for by trade name or by name of a patentee, manufacturer, or dealer, or by reference to catalog of a manufacturer or dealer, it shall be understood as intending to mean and specify the article, material, apparatus, equipment, or process designated, or any equal thereto in quality, finish, design, efficiency, and durability, and equally serviceable for the purposes for which it is intended.

Whenever material or equipment is submitted for review as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether such material or equipment is equal to that specified shall be made by the Engineer.

Upon rejection of any material or equipment submitted as the equivalent of that specifically named in the Contract, the Contractor shall immediately proceed to furnish the designated material or equipment.

Neither the acceptance by the Engineer of alternate material or equipment as being equivalent to that specified, nor the furnishing of the material or equipment specified, shall in any way relieve the Contractor of responsibility for failure of the material or equipment, due to faulty design, material, or workmanship, to perform the functions required of them by the Contract Documents.

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1.18 MATERIAL AND EQUIPMENT DELIVERY AND STORAGE

The Contractor shall deliver materials in ample quantities to ensure the most speedy and uninterrupted progress of the work to complete the work within the allotted time. The Contractor shall also coordinate deliveries to avoid delay in, or impediment of, the progress of the work of any related contractor. The Contractor shall provide space for storage of materials and equipment.

Pipe strung along roads and rights-of-way shall be placed in a manner that will not endanger or restrict pedestrian or vehicular traffic. Pipe strings shall not be allowed outside right-of-way limits.

1.19 SERVICE OF MANUFACTURER'S REPRESENTATIVE

The Contract amount shall include but is not limited to the cost of furnishing a competent and experienced representative of the equipment manufacturer who shall assist the Contractor, when required, to install, adjust, test, and place in operation the equipment in conformity with the Contract Documents. After the equipment is placed in operation, the representative shall make all adjustments and tests required by the Engineer to prove that the installed equipment is in proper and satisfactory operating condition. The representative shall instruct personnel as may be designated by the Engineer in the proper operation and maintenance of such equipment.

1.20 CONTAMINANTS CONTAINMENT/DISPOSITION

Prior to the installation of well points for dewatering, the Contractor shall visually inspect the work area for indications of existing ground water monitoring, wells, or metal caps at grade. The Contractor shall review the work area for monitoring wells or abandoned fuel tanks and shall notify the Engineer in writing if any of the above items exist.

During dewatering activities, contractor to test water for contaminants before discharge. If the water is odorous, contaminated, or discolored (excluding tannic acid or iron), the Contractor shall stop the dewatering activities and shall notify the Engineer in writing of such, and request direction.

When work activities encounter or expose any abnormal condition that may indicate the existence of a hazardous or toxic waste, work activities shall stop in the vicinity of the abnormal condition and the Contractor shall notify the Engineer immediately. The presence of tanks or barrels; discolored earth, metal, wood, or groundwater; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions that appear abnormal, may be signs of hazardous or toxic wastes and shall be treated with extraordinary caution.

Every effort shall be made by the Contractor to minimize the spread of any hazardous or toxic waste into uncontaminated areas.

The Contractor's operations shall not resume until directed in writing by the Engineer.

Disposition of the hazardous or toxic waste will be made in accordance with the requirements and regulations of any City, County, State, or Federal agency having jurisdiction.

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1.21 PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION

The Contractor shall be responsible for prevention, control, and abatement of erosion, siltation, and water pollution resulting from construction of the Project until final acceptance of the Project.

The Contractor shall implement all appropriate turbidity management practices at the point of discharge into a storm sewer, gutter, or other conveyance to ensure that state water quality standards are not violated at the point where the storm drain, gutter, or other conveyance discharges into a surface water.

All necessary provisions shall be taken to ensure compliance with the water quality standards of the State of Florida. Attention is called to Chapter 62-302, Florida Administrative Code, and in particular, the requirements that turbidity shall not exceed 29 NTUs above background level. Adequate silt containment procedures and equipment shall be used to control turbidity, at no additional cost to the City.

1.22 MAINTENANCE OF STORM DRAINAGE SYSTEM

The Contractor shall be responsible at all times to maintain the operation of existing stormwater facilities, or, when existing stormwater facilities are removed, to provide equivalent capacity alternate forms of stormwater removal adequate to prevent upstream flooding in excess of existing conditions. This responsibility shall include but is not limited to the installation of temporary connections, pumping, or other temporary means necessary until the new drainage system is fully operational.

1.23 SPILL OR DISCHARGE OF WASTEWATER OR RECLAIMED WATER

The spill or discharge of any substance (e.g., wastewater, fully or partially treated reclaimed water, line or tank washwater, etc.) by Contractor or its employees, agents or subcontractors in violation of applicable laws ("Discharge") shall constitute a default of this Contract.

In the event of a Discharge, Contractor shall immediately:

A. Report the Discharge to the City Representative and the City's Public Works Department (727-363- 9254)

B. Control, contain, and stop the Discharge.

Within fifteen (15) days of a Discharge, the Contractor shall submit to the City a proposed corrective action plan for preventing future Discharges. Upon the City's acceptance of a corrective action plan, Contractor's compliance with such plan shall automatically become a term of the Contract. Contractor's failure to comply with the corrective action plan, or Contractor's failure to prepare a corrective action plan that is acceptable to the City, shall constitute a default of the Contract. Contractor's compliance with a corrective action plan shall not relieve Contractor of liability for damages as set forth below. In the event of a conflict between the Contract and the corrective action plan, the Contract shall prevail.

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In addition to Contractor's indemnity obligations under the Contract that may arise in connection with a Discharge, Contractor agrees that the following damages will be readily ascertainable and that the appropriate remedy is the recovery of actual damages from Contractor. Such actual damages include: (i) damage to property (City and third-party) arising from a Discharge, (ii) fines imposed on the City by the Florida Department of Environmental Protection ("FDEP"), including fines imposed on the City pursuant to Consent Order OGC 16-1280 between the City and FDEP, and (iii) costs incurred by the City as a result of such Discharge, including costs imposed on the City pursuant to Consent Order OGC 16-1280 between the City and FDEP. In addition to those readily ascertainable damages set forth above, the Contractor acknowledges that the City will suffer other indirect damages (including reputational damages) due to a Discharge that are not readily ascertainable and agrees that the Contractor shall pay the aggregate amount of \$5,000 per Discharge to the City as agreed reasonable and proportionate liquidated damages, not as a penalty. The parties acknowledge that the recovery of liquidated damages and actual damages constitutes a combination of remedies rather than an impermissible election of remedies under Florida law. The City shall deduct all damages owed by Contractor pursuant to this paragraph from amounts due to Contractor under the Contract. In the event that the amount owed to Contractor is less than the amount of damages Contractor is required to pay the City pursuant to this paragraph, Contractor shall remit the amount of such damages owed to the City pursuant to this paragraph within ten (10) days after receipt of an invoice from the City. The obligations and liabilities of Contractor resulting from a Discharge as set forth in this paragraph shall not limit Contractor's other obligations and liabilities set forth in the Contract or under applicable laws."

1.24 SEQUENCE OF OPERATION

1.24.01 GENERAL

The Sequence of Work shall in general conform to the following order:

1. The City or authorized city agent will determine the Work required and will issue the Contractor Work Orders authorizing cleaning and CCTV inspection work.
2. Upon receipt of the Work Orders from the City or authorized city agent and prior to commencing work, the Contractor shall obtain any applicable permits, private property entrance authorizations and develop and submit for approval a schedule for the Work detailing plans for pump around pumping and traffic control. Those pipe segments that are adjacent to each other shall be scheduled for cleaning and CCTV inspection at similar times to minimize the mobilization effort, pump around set-ups, and traffic control where feasible.
3. Perform neighborhood notification not less than 7 days prior to commencement of Work in the rights-of-way.
4. Perform pipe, and access structure cleaning and inspection in accordance with the requirements of the Technical Specification Section 20 – "CCTV Inspection and Pipe Cleaning".
5. Restore site to pre-inspection conditions.

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1.24.02 MISCELLANEOUS

Utility Companies may be present on the work site adjusting their facilities and installing new facilities. The Contractor's work shall be scheduled in such a manner as to minimize conflicts with various utility companies.

The Contractor shall clean up the site for each phase of work in accordance with the Contract Documents and confine work and personnel to designated areas in accordance with the Specifications. Before proceeding to a subsequent phase of work, unless otherwise approved by the Engineer.

1.24.03 NO TIME EXTENSION

If the Engineer orders construction, or a phase of construction, to be stopped due to the

Contractor's neglect to adhere to the Sequence of Operations as outlined herein, the Stop Work Order shall not constitute a basis for extension of time.

1.25 WORK IN STREETS AND HIGHWAYS

All work within streets and highways shall be subject to the regulations and requirements of the City of St. Pete Beach, FDOT, and all other agencies with jurisdiction of the streets and highways in the work limits.

Methods and materials of construction used in restoration within such streets and highways shall conform to the requirements, inspection, and acceptance of the duly authorized representatives of the appropriate agency having jurisdiction. Restoration Work shall include but not be limited to: removal and replacement of pavement, sidewalk, curb, and gutter; replacement of storm sewer facilities; excavation and backfilling; and storage of materials and equipment.

1.26 WORK ON PRIVATE PROPERTY AND USE OF PREMISES

The Contractor shall not trespass upon or in any way disturb private property without first obtaining written permission from the City to do so. In the event that, in the opinion of the Contractor, obtaining a temporary construction easement outside the limits of the right-of-way, of City-owned property, or of the easement(s) obtained by the City is necessary or desirable, it shall be the sole responsibility of the Contractor to obtain such easement from the owner of the property. If such easement is obtained by the Contractor, it shall contain provision to hold the City harmless from any operations of the Contractor within the easement limits. The Contractor shall not conduct construction operations on private property outside the limits of the right-of-way, of City-owned property, or of the easement(s) obtained by the City unless a copy of the Temporary Construction Easement Agreement is filed with the Engineer. It shall be the Contractor's responsibility to work equipment around poles, trees, or other obstructions and to do so at his own expense. The Contractor shall ensure all employees have a badge or visible identification during any time that

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they on the project site or within private property. This identification must be worn so that it is readily recognized and readable to the public.

Upon completion of work in easements, the Contractor shall, at no additional expense, restore the property, including all fences or other structures disturbed by his operations, to the full satisfaction of the City and shall obtain from the City a written release stating that restoration has been satisfactorily made. A copy of the completed written release shall be furnished to the City prior to payment. All items within the street right-of-way or sewer easement shall be removed, or removed and replaced, or restored as directed by the City.

1.27 PERMITS

Construction projects performed for the City will require licenses and permits in the same manner as private construction projects within the City.

The Contractor shall secure, at his expense, all licenses and permits, and shall comply with all applicable laws, regulations, and codes as required by the State of Florida and/or the City of St. Pete Beach whether performed by the Contractor or by others. The Contractor must be registered to complete such work within Pinellas County.

1.28 FIELD OFFICE AND APPURTENANT STRUCTURES

No field office or appurtenant structures by the Contractor, any subcontractor, or any material supplier, will be allowed on the Project site.

Space on City property or rights-of-way proposed to be used for storage and a field office for the Contractor shall be approved by the Engineer prior to installation providing such uses will not interfere in any manner with the construction of the work or the operation of existing facilities.

1.29 CONTRACTOR'S SIGN

No sign by the Contractor, any subcontractor, or any material supplier, will be allowed on the Project site.

1.30 MOBILIZATION

Mobilization shall include but is not limited to all preparatory work and operations necessary to begin the Project, including moving of personnel, equipment, traffic control, and all else necessary to commence work. The cost of bonds, insurance, shop drawings, and preconstruction expenses

shall also be included.

If a separate Pay Item is included for mobilization, payment will be as specified for that Pay Item. If no Pay Item is included, costs for mobilization shall be included with the costs for the major Work items included in the Proposal.

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1.31 WATER PURCHASE

Water used in connection with this Project must be coordinated with Pinellas County. Reclaimed water used in connection with this Project must be coordinated with the City.

1.32 TRAFFIC CONTROL

The Contractor shall provide required traffic controls under City observation. The Contractor shall notify the City's Project Manager a minimum of 2 working days prior to any construction affecting traffic flow. The Contractor shall be responsible for obtaining all permits required for the maintenance of traffic. A Maintenance of Traffic plan drawing shall be submitted for review by the Engineer prior to each lane closure or opening during construction. All traffic control devices must be in place prior to starting work. All traffic control devices utilized during construction shall be provided by the Contractor and meet the requirements set forth in the latest revision of U.S. Department of Transportation Federal Highway Administration's "Manual on Uniform Traffic Control Devices for Streets and Highways", the Florida State Department of Transportation's "Standard Plans for Road and Bridge Construction", and all applicable state and local requirements. The cost of traffic control devices shall not be paid separately but shall be included in the other prices/items in the contract. The cost of maintenance of traffic shall be incidental to the contract and not measured for payment.

Failure or refusal, on the part of the Contractor, to install, maintain and/or position traffic control devices promptly, fully, and in an acceptable manner, shall be sufficient cause for the City, after 24-hour notice, to perform the traffic control with its own organization, or to contract with any other individual, firm, or corporation to perform the required traffic control. All costs and expenses incurred thereby shall be charged against the defaulting Contractor, and the amount thereof deducted from any money due, or which may become due him, or shall be charged against the Contract Bond. Any Work performed as described by this paragraph, shall not relieve the Contractor in any way of his responsibility for the work performed by him.

The Contractor shall be responsible for maintaining local traffic at all times during all phases of this Project in a manner causing the least amount of inconvenience to abutting property owners. Work shall be performed so that vehicular traffic shall be maintained on with at least one 10-foot wide lane in each direction at all times. Temporary driveways, temporary roadways, or run around as may be necessary to provide vehicular access to and from the abutting properties shall be constructed, maintained, and subsequently removed by the Contractor as directed by the City. Temporary lanes shall be constructed with a minimum 1-inch thick asphaltic concrete surface over a 6-inch thick limerock base compacted to 98% of the maximum density in accordance with AASHTO T-180. The portion of the pavement not affected by the work shall be kept clear of all material and equipment. If at any time traffic has to be blocked (emergencies only), the Contractor shall notify the nearest fire, police departments and service departments.

Failure of the Contractor to comply with any of the above traffic control requirements may result in issuance of a stop work order until the violation is corrected. The Contractor shall hold harmless the Owner and all its representation from all suits, actions, of claims of any character brought on account of any injuries or damages sustained by any person or persons or property in the

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performance of this contract.

All maintenance of traffic in the FDOT right-of-way shall be in accordance with FDOT requirements.

1.33 TREE PROTECTION

Particular care shall be taken by the Contractor to protect trees during construction by erecting

approved barricades to prevent unnecessary damage to trunk and roots during construction. Such barriers shall protect the area within the dripline.

The Contractor shall prune all branches that interfere with construction in accordance with American Forestry Association Standards. Roots over 2-inch diameter shall be preserved wherever possible.

If root pruning is required, roots shall be cut cleanly.

Temporary soil deposits, concrete block, concrete wash, or solvents shall not be placed within the dripline. The grade within the dripline shall be preserved. If adjacent grade is altered, protective measures such as those described in the Florida State Division of Forestry "Tree Protection Manual for Builders and Developers" shall be constructed to protect the tree(s) from deleterious effects of the grade change.

Where injury to branches is unavoidable, the branches shall be sawed off neatly at the trunk or main branch, and the cut area shall be painted with approved tree paint immediately.

1.34 TREE REMOVAL AND REPLACEMENT

The Contractor shall obtain any necessary tree removal permit, shall furnish and replace trees as required, and shall perform this work in a manner conforming to all applicable provisions of said regulations or permit.

The cost of tree removal and obtaining the tree removal permits shall be included in the cost of the appropriate associated Contract Pay Item under which the work is to be performed. The Contractor shall remove trees as required and approved by the Engineer whether or not said trees are shown on the Contract Drawings. Trees that must be removed, except for Australian pine, Brazilian pepper, punk, and other exempt species, shall be replaced as directed. Replacement trees shall be of native species at least 8-feet tall and at least 3-inch caliper diameter. Where damage to trees caused by Contractor results in the tree being damaged beyond saving, the Contractor, at no additional expense, shall remove the trees and make restitution to the City.

1.35 UTILITIES

Prior to construction, the Contractor shall familiarize himself with the location of all existing utilities and facilities within the Project Site. The Contractor must take the necessary precautions for the protection of any utility encountered on the Project or the restoration of any utility damaged during the work.

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If excavation is required, The Contractor shall notify, at least 48 hours before breaking ground, all public or private service corporations having wire, poles, pipes, conduit, manholes, or other structures that may be affected by this operation, including all structures which are affected and not shown on these plans. Utility companies shall be contacted by calling the utility notification center "Sunshine 811" at 1-800-432-4770. Owners which are not members of the state's One Call service must be called directly. The City will furnish to the Contractor the available records of City utilities. The Contractor shall locate and mark all City utilities for his reference and for use by utility companies. The Contractor shall act as the City's agent for locating and marking City underground utilities within the Project limits, in accordance with the Florida Underground Facilities Damage Prevention and Safety Act (FS 556).

In all cases where existing utility lines may be interfered with by the work, the Contractor shall give a minimum of 48 hours' notice (excluding Saturdays, Sundays, and legal holidays) to the owners of such utilities to permit them to relocate the lines prior to construction. Existing utilities have been shown on the Contract Drawings insofar as information is reasonably available. However, it will be the Contractor's responsibility to preserve all existing utilities whether shown on the Contract Drawings or not. All maintenance, repair, and replacement of existing utilities shall be in accordance with the rules and regulations of the various utility companies having jurisdiction. All existing storm sewers, driveway drains, surface drainpipes and other property, removed or damaged during construction shall be repaired and reconnected by the Contractor as directed by the City at no additional cost to the City.

1.36 NEIGHBORHOOD NOTIFICATION

Not less than 7 days prior to the commencement of Work in the rights-of-way, the Contractor shall notify all residents and businesses along the construction route with an approved printed door

hanger notice indicating the scheduled date of construction, the type of work, and the Contractor's and Superintendent's name, address, and telephone number. The notice shall contain wording indicating that the property owners or businesses should remove from the rights-of-way any bush, flower, planting, landscaping materials, etc., that they wish to save. The door hanger text and a list of residents and businesses to which the notification has been delivered shall be compiled and submitted to the City prior to the Contractor commencing Work in a particular block. After such notification, any such item remaining in the rights-of-way and requiring removal shall be removed and disposed of by the Contractor. Restoration of such items will not be required of the Contractor, except for sodding of disturbed yard and parkway areas. However, the Contractor shall exercise reasonable caution in order to avoid damaging such items where possible.

1.37 SHOP, FIELD, AND LABORATORY TESTING

The Engineer may require testing by certified personnel of certain materials to be incorporated in the Work, such as: soils density, pavement, concrete pipe and appurtenances, and welds.

In the event any such testing is required by the Engineer; a detailed description will be found in these Technical Specifications concerned with the specific item of Work.

Where reference is made for design mixes, tests of materials, or work performed, or where in the **Technical Specifications**

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opinion of the Engineer, tests are required to ascertain compliance with the Specifications, the Contractor shall have such tests made by an approved testing laboratory. No additional payment will be made for these tests.

1.38 SALVAGED MATERIALS

The Contractor shall not proceed with demolition of existing materials or equipment without review and acceptance from the Engineer for the method of disposal.

All materials which are not returned to the City yard shall be disposed in an approved disposal site.

The Engineer may request confirmation of the site's approval for disposal of the specific materials.

Salvaged materials shall be loaded on Contractor trucks and returned to the Public Services yard at 7581 Boca Ciega Drive, St. Pete Beach, Florida. The City will designate the specific location at the yard for placement of salvaged materials by the Contractor.

The following materials shall be removed and returned by the Contractor: pumps and pump rails, and all other materials as directed by the Engineer.

1.39 TIME OF PERFORMANCE, SCHEDULING, AND LIQUIDATED DAMAGES

A. Upon award of the contract, the Contractor shall CCTV at least three (3) segments or 1,000 feet of pipe, and perform at least four (4) access structure inspections, submitting the data to the City to verify that the CCTV database is compatible with the City's PACP and MACP Database, and the deliverables are acceptable to the City. The City shall verify acceptability of the deliverables within fifteen (15) business days of receipt. After the City verifies compatibility of the database, the City shall then issue to the Contractor a written "Notice to Proceed" including a date for commencement of work. The Contractor shall begin work on the date stated in the written "Notice To Proceed" (but no later than 10 calendar days after receipt) with an adequate force and sufficient resources to demonstrate due diligence in the performance of the contract.

B. It is understood that the bidder may have other contracts with the City during the period of this contract. By bidding this work, the bidder is agreeing to provide an adequate number of crews in order to perform the work concurrently with due diligence and as specified in his approved schedule.

1.40 PRE-CONSTRUCTION MEETING

A. Following award of the contract and before starting any work the Contractor, job superintendent/project manager, and crew leader shall meet with the Owner. The Contractor will be notified of the date, time, and place of the meeting.

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B. Attendance:

1. Owner
2. Owners Inspector
3. Engineer
4. Contractor's Representative
5. Contractor's Superintendent
6. Major Subcontractors
7. Major Suppliers
8. Others, as appropriate

C. Agenda:

1. Distribution and discussion of:
 - a. List of Major Subcontractors and Suppliers.
 - b. Projected Construction Schedules.
2. Critical Work Sequencing.
3. Major Equipment Deliveries and Priorities.
4. Project Coordination.
 - a. Designation of Responsible Personnel.
5. Procedures and processing of:
 - a. Field decisions.
 - b. Requests for Information.
 - c. Submittals.
 - d. Deliverables
 - e. Change Orders.
 - f. Applications for Payment.
6. Procedures for maintaining Record Documents.
 - a. FID Nomenclature and record keeping
7. Use of Premises:
 - a. Office, Work and Storage Areas.
 - b. Owner's Requirements.
8. Construction Facilities, Controls and Construction Aids.
9. Procedures for Reporting Sanitary Sewer Overflows (SSOs).
10. Temporary Utilities.

1.41 SUBSTANTIAL COMPLETION

The applicable items below must be accomplished in order to achieve Substantial Completion:

1. Entire stormwater system including access structures and pipelines have been cleaned and CCTV inspected.
2. All inspection data has been provided in an approved format and accepted by the

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City.

3. Utilities are properly functioning and operating normally.
4. Contractor has met acceptance conditions of all permits.
5. Project is accessible for intended use and by normal traffic.

1.42 PAYMENT

The City will pay the Contractor the Contract Price as provided in the Contract.

The City will make partial payments monthly as the Work proceeds based on accepted CCTV inspections. Payment requests shall be signed and submitted by the Contractor to the City Representative or designee as assigned at the pre-construction meeting.

The City will make payment to the Contractor not later than fifteen (15) business days after City approval of an of the Work performed by the Contractor. Partial payments will not be made more often than monthly.

It shall be the Contractor's responsibility at all times to monitor the total constructed quantities of all unit- priced Work and to promptly bring to the attention of the Engineer any Work which, if performed will approach, equal or exceed the total estimated quantity for the item(s) shown in the

Purchase Order. Any Work performed by the Contractor in excess of the estimated quantity, without permission from the City or authorized city agent, may be done at the Contractor's expense.

If an improper payment request is submitted by the Contractor, the City shall notify the Contractor in writing and indicate the corrective action needed to make the payment request proper, within twenty (20) business days after receipt of the payment request by the City. Upon receipt of a corrected and proper request for payment, the City will make payment or notify the contractor in writing of corrective action needed, within ten (10) business days of receipt.

In the event this Article conflicts with the Local Government Prompt Payment Act, the provisions of such act shall control.

The City may, with prior notice to the Contractor, decline, reduce, or delay the processing of payment requests or, because of subsequently discovered evidence or subsequent observations, may nullify, delay or reduce the whole or any part of any payment previously issued, to such extent as may be necessary in the City's opinion to protect the City from loss because of one or more of the following conditions:

- A. Defective or damaged Work not being expediently remedied;
- B. Third party claims filed or evidence indicating probable filing of such claims;
- C. Written notice from the Surety that (i) its prior consent to the payment is revoked or (ii) that the City should withhold from the payment a specified amount (in addition to the regular retainage amount);

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- D. Evidence that the Work cannot be completed for the unpaid balance of the Contract;
 - E. Damage to the City or another contractor;
 - F. Persistent failure to carry out the Work in accordance with the Contract;
 - G. Persistent failure to comply with orders of the City;
 - H. Failure of the Contractor to accelerate its Work to get back on schedule.
- When the above condition(s) are removed, payment shall be made for amounts withheld because of them.

1.43 CLOSE-OUT PROCEDURES

A. Progress Meetings: Project closeout will be completed in phases by Project. The Owner will hold progress meetings at predetermined intervals, or as determined necessary by the Owner. Items covered in the meetings include the following.

1. Punch List: This list will detail all items requiring correction, repair, or improvements in order to be accepted. The Contractor will address these items within 7 calendar days or as specified by the Owner. Failure to complete punch list items will result in a stop work notice and delay of payment until completed to the satisfaction of the Owner.
2. Reports and Submittals: Final reports, post-tapes and other submittals previously described will be finalized and submitted.
3. Review of the status of pay estimates.
4. Issue project worksheets, as necessary.
5. Work scheduling issues.

1.44 PRE-QUALIFICATIONS

A. The successful low bidder must have an onsite field supervisor with a minimum five (5) years of experience specializing in the cleaning and televising of sewers. A foreman for each crew performing cleaning and television inspection with a minimum of five years of experience specializing in that type of work may be substituted for the onsite field supervisor requirement. The Contractor shall provide the names, titles, phone numbers and addresses of a minimum of two references that can be used to verify this experience. The references must be contract managers or persons of authority over cleaning and televising work performed by the Contractor.

1. The Contractor shall also provide 5 similar projects with cleaning and inspection equipment as proposed for this Project.

2. The Contractor must have foreman or supervisors meeting all pre-qualifications for the duration of the contract.

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B. PACP, MACP Requirements

1. Current NASSCO PACP and MACP certification of all CCTV operators, working on this Project will be required for all CCTV work.
2. Database shall be an unmodified NASSCO-PACP (Current Version) Certified Access Database.
3. CCTV Software shall be NASSCO-PACP (Current Version) certified.
4. CCTV inspections (Video and Data Collected) will be conducted entirely in electronic format and uploaded to the consultant's online platform in NASSCO PACP/LACP Data Exchange Format (Version 7).

C. Asset Management and Viewing Software must:

1. Be provided to the City for use and enable the City to efficiently assess their stormwater collection system and to make decisions regarding its maintenance, rehabilitation, repair and replacement while documenting it.
2. Have a set of performance metrics and reports that are easily configurable to meet the requirements of the City.
3. Include the PACP coding and size of all stormwater lines within the Project
4. Enable the City to prepare work orders, view inputted photographs and videos of the collection system and/or individual segments or components.
5. Provide a database inventory of the collection system that can be queried and capable of report preparation.
6. Allow full access to all tabular data while connected to, or disconnected from, the internet.
7. Software package must include costs for software upgrades, licensing fees, maintenance and support fees for up to three (3) years.

1.45 REQUEST FOR SUPPLEMENTARY INFORMATION

A. It shall be the responsibility of the Contractor to make timely requests of the City for supplemental information, which should be furnished by City under the terms of this contract, and as required in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved to avoid delay.

B. Each request shall be in writing and list the various items and the latest day by which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after contract award and shall be as complete as possible at that time. The Contractor shall, if required, furnish promptly any assistance and information the City may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for all delays arising from failure to comply with this section.

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1.46 PROPERTY DAMAGE

A. The Contractor will be required to make repairs and/or clean the property immediately if there is any damage to private or public property caused by activities related to this contract.

B. The Contractor shall immediately investigate any and all reports of backing up into fixtures served by the stormwater segment that is being cleaned or televised.

END OF SECTION

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Technical Specifications

Section 2 - Pay Item Descriptions

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SECTION 2 - PAY ITEM DESCRIPTIONS

2.01 SCOPE

The scope of this section of the Contract Documents is to further define the items included in each Pay Item in the Bid Form section of the Contract Documents. Payment will be made based on the specified items included in the description in this section for each Pay Item.

All contract prices included in the Bid Form section will be full compensation for all shop drawings, working drawings, labor, materials, tools, equipment and incidentals necessary to complete the construction as shown on the Contract Drawings and/or as specified in the Contract Documents to be performed under this Contract. Actual quantities of each item bid on a unit price basis will be determined upon completion of the construction in the manner set up for each item in this section of the Specifications. Payment for all items listed in the Bid Form will constitute full compensation for all work shown and/or specified to be performed under this Contract.

2.02 ESTIMATED QUANTITIES

The quantities shown are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made. The City does not assume any responsibility for the final quantities, nor shall the Contractor claim misunderstanding because of such estimate of quantities. Final payment will be made only for satisfactorily completed quantity of each item.

2.03 WORK OUTSIDE AUTHORIZED LIMITS

No payment will be made for work constructed outside the authorized limits of work.

2.04 MEASUREMENT STANDARDS

Unless otherwise specified for the particular items involved, all measurements of distance shall be taken horizontally or vertically.

2.05 AREA MEASUREMENTS

In the measurement of items to be paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the final dimensions measured along the surface of the completed work within the neat lines shown or designated.

2.06 LUMP SUM ITEMS

Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum items. Lump sum contracts shall be complete, tested and fully operable prior to request for final payment. Contractor may be required to provide a break-down of the lump sum totals.

2.07 PAY ITEM DESCRIPTIONS

Separate payment will be made for the items of work described herein and listed on the Bid Form.

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Storm System Inspection and Cleaning

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Any related work not specifically listed but required for satisfactory completion of the work shall be considered to be included in the scope of the appropriate listed work items.

No separate payment will be made for the incidental items not included in the Pay Item descriptions. The cost to complete such work shall be included in the applicable Pay Item unit cost. Final payments shall not be requested by the Contractor or made by the City until as-built (record) drawings have been submitted and approved by the City. Incidental items include, but are not limited to:

1. Shop Drawings, Working Drawings.
2. Clearing, grubbing and grading except as hereinafter specified.
3. Trench excavation, including necessary pavement removal and rock removal, except as otherwise specified.
4. Dewatering, pumping, and disposal of surplus water.
5. Structural fill, backfill, and grading.
6. Replacement of unpaved roadways, and shrubbery plots.

7. Foundation and borrow materials, except as hereinafter specified.
8. Testing and placing system in operation.
9. Any material and equipment required to be installed and utilized for the tests.
10. Pipe, structures, pavement replacement, driveways and/or appurtenances included within the limits of lump sum work, unless otherwise shown.
11. Maintaining the existing quality of service during construction.
12. Appurtenant work as required for a complete and operable system.
13. Seeding and hydro mulching.
14. As-built Record Drawings, clean up, and miscellaneous work.
15. Maintenance of Traffic
16. Mobilization
17. Erosion and Sedimentation Control

PAY ITEM 1.01-1.24 – PIPE CLEANING AND CCTV INSPECTION

Payment for Pipe Cleaning and CCTV Inspection will be made per linear foot for the applicable pipe diameters listed in the Proposal, regardless of depth or overall length. Measurement will be from the access structure to the access structure. Payment shall include all materials, labor, equipment, and supplies necessary for; full segment CCTV inspection including any reverse setups where necessary dictated by field conditions; CCTV inspection data, video and log; normal cleaning which includes, but is not limited to the complete removal and disposal of all accumulated debris within the pipe including sludge, dirt, rocks, sand, rubble, and other materials and obstructions; restoration; and all other appurtenant work as specified. Payment also includes mobilization, demobilization, and customary traffic control.

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PAY ITEM DESCRIPTION UNITS

- 1.01 6-INCH LF
- 1.02 8-INCH LF
- 1.03 10-INCH LF
- 1.04 12-INCH LF
- 1.05 15-INCH LF
- 1.06 18-INCH LF
- 1.07 21-INCH LF
- 1.08 24-INCH LF
- 1.09 30-INCH LF
- 1.10 36-INCH LF
- 1.11 41-INCH LF
- 1.12 42-INCH LF
- 1.13 48-INCH LF
- 1.14 60-INCH LF
- 1.15 12-INCH BY 18-INCH LF
- 1.16 14-INCH BY 23-INCH LF
- 1.17 15-INCH BY 21-INCH LF
- 1.18 15-INCH BY 23-INCH LF
- 1.19 19-INCH BY 30-INCH LF
- 1.20 24-INCH BY 38-INCH LF
- 1.21 29-INCH BY 45-INCH LF
- 1.22 38-INCH BY 60-INCH LF
- 1.23 43-INCH BY 68-INCH LF
- 1.24 48-INCH BY 68-INCH LF

PAY ITEM 2.01-2.24 – SPECIALTY CLEANING

Payment for Specialty Cleaning will be made per linear foot for the applicable pipe diameters listed in the Proposal, regardless of depth or overall length. Measurement will be based on a minimum of 50 linear feet of pipe, or the actual length of the Specialty Cleaning performed,

but not necessarily for the entire pipe segment length. Specialty Cleaning of only joints within a pipe segment, or portion thereof, shall count as 2.5 feet of equivalent pipe length (For Example: 400 feet of 8" pipe with 5 ft joints, clean all joints = 80 joints x 2.5 ft = 200 feet of specialty cleaning). Equivalent joint length shall not be counted in addition to the length of a pipe segment, or portion thereof, where continuous Specialty Cleaning has been performed. Payment shall include all materials, labor, equipment, and supplies necessary for Specialty Cleaning of pipe, and specifically includes, but is not limited to; the complete removal and disposal of all accumulated debris within the pipe including grease, roots, joint sealant, tuberculation, and other adherent deposits through the use of special equipment; restoration; and all other appurtenant work as specified. Specialty Cleaning is in addition to Normal Cleaning which is covered under Pay Items 1.01 through 1.24 depending on the nature of the work. Payment also includes mobilization, demobilization, and customary traffic control.

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Section 2 - Pay Item Descriptions

Storm System Inspection and Cleaning

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PAY ITEM DESCRIPTION UNITS

- 2.01 6-INCH LF
- 2.02 8-INCH LF
- 2.03 10-INCH LF
- 2.04 12-INCH LF
- 2.05 15-INCH LF
- 2.06 18-INCH LF
- 2.07 21-INCH LF
- 2.08 24-INCH LF
- 2.09 30-INCH LF
- 2.10 36-INCH LF
- 2.11 41-INCH LF
- 2.12 42-INCH LF
- 2.13 48-INCH LF
- 2.14 60-INCH LF
- 2.15 12-INCH BY 18-INCH LF
- 2.16 14-INCH BY 23-INCH LF
- 2.17 15-INCH BY 21-INCH LF
- 2.18 15-INCH BY 23-INCH LF
- 2.19 19-INCH BY 30-INCH LF
- 2.20 24-INCH BY 38-INCH LF
- 2.21 29-INCH BY 45-INCH LF
- 2.22 38-INCH BY 60-INCH LF
- 2.23 43-INCH BY 68-INCH LF
- 2.24 48-INCH BY 68-INCH LF

PAY ITEM 3.01-3.02 – ACCESS STRUCTURE INSPECTION

Payment for all work included in this Pay Item will be made at the applicable Contract unit price bid for the pre- and post-cleaning Level 1 NASSCO inspection including additional Level 2 inspection fields (see Section 34 – NASSCO Access Structure Inspection) of each access structure inspected as listed on the Bid Form. Submittal shall include color CCTV footage exported electronically in a NASSCO MACP compliant format. Payment will be made for each access structure inspected and will represent full compensation for all labor, material, disposal, testing, and equipment required to complete these Pay Items.

PAY ITEM DESCRIPTION UNITS

- 3.01 MANHOLE EA
- 3.02 CATCH BASIN EA
- 3.03 CATCH BASIN BAFFLE BOX EA
- 3.04 CURB INLET EA
- 3.05 DROP INLET EA

END OF SECTION

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Section 3 – Submittals
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SECTION 3 - SUBMITTALS

3.01 GENERAL

When used in the Contract Documents, the term "Shop Drawings" shall be considered to mean Contractor's plans for material and equipment which become an integral part of the Project. These drawings shall be complete and detailed. Shop Drawings shall consist of fabrication, drawings, setting drawings, schedule drawings, manufacturer's scale drawings, wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, performance data, and test data shall be considered only as supportive to required Shop Drawings as defined above.

Data on materials and equipment shall include, without limitation, materials and equipment lists, catalog sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data. Submittal distribution will be by electronic submittal as coordinated during the Preconstruction Conference.

3.02 CONTRACTOR RESPONSIBILITIES

The Contractor shall submit to the City and Engineer for review and acceptance: working drawings, shop drawings, test reports and data on materials and equipment, and material samples (hereinafter in this section called samples) as are required for the proper control of work, including, but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.

Drawings and schedules shall be checked and coordinated with the work of all trades involved before they are submitted for review by the City and the Engineer and shall bear the Contractor's stamp of approval and original signature as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval and original signature shall be returned to the Contractor for resubmission.

If drawings show variations from Contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility of executing the work in accordance with the Contract, even though such drawings have been reviewed.

For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name and address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.

All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the City along with the required shop drawings. The installation list shall include at least five installations where identical equipment has been installed and have been in operation for a period of at least one (1) year.

No materials or equipment shall be ordered, fabricated or shipped or any work performed until the Engineer reviews and returns to the Contractor the submittals as acceptable according to the

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submittal review codes in Section 3.04.

3.03 SUBMITTAL NUMBERING

When submitting shop drawings or samples, utilize a unique numbering system of the Contractor's choice. Subsequent resubmittals of a revised submittal shall be denoted with a letter, A-Z, indicating the resubmission of the same drawing (i.e. A=2nd submission, B=3rd submission, C=4th submission, etc.).

An example of a submittal numbering would be as follows: Submittal No. 5A - HDPE Pipe 6.03

1. 5A is the second submission of the 5th shop drawing submitted for the project
2. HDPE Pipe is the subject of the submittal

3. 6.05 is the Specification Section for HDPE Pressure Pipe

3.04 SUBMITTAL REVIEW

Submittals shall be transmitted in sufficient time to allow the Engineer at least twenty (20) working days for review and processing. The review of shop drawings, data and samples will be for general conformance with the design concept and Contract Documents. An acceptance of a submittal shall be interpreted to mean that the Engineer has no specific objections to the submitted material, subject to conformance with the Contract Drawings and Specifications. This is not to be construed as permitting any departure from the Contract requirements, relieving the Contractor of responsibility for any errors, including details, dimensions, and materials, or approving departures from details furnished by the City, except as otherwise provided herein.

Submittals will be returned to the Contractor under one (1) of the following codes:

A. "NO EXCEPTIONS TAKEN" is assigned when there are no notations or comments on the submittal. When returned under this code the Contractor may release the equipment and/or material for manufacture.

B. "CORRECTIONS NOTED". This code is assigned when a confirmation of the notations and comments IS NOT required by the Contractor. The Contractor may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product.

C. "REVISE AND RESUBMIT". This code is assigned when notations and comments are extensive enough to require a resubmittal of the package. The Contractor may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product. This resubmittal is to address all comments, omissions and non-conforming items that were noted. Resubmittal is to be received by the Engineer within 15 Calendar Days of the date of the Engineer's transmittal requiring the resubmittal.

D. "REJECTED" is assigned when the submittal does not meet the intent of the Contract Documents. The Contractor must resubmit the entire package revised to bring the submittal into conformance. It may be necessary to resubmit using a different manufacturer/vendor to meet the Contract Documents.

E. "Filed as Received" is assigned when the submittal is for informational purposes only. No review or comments will be provided by the Engineer.

END OF SECTION

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Section 7 – Surface Restoration

Storm System Cleaning and Inspection

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SECTION 7 - SURFACE RESTORATION

7.01 GENERAL

The Work in this section includes restoring and maintaining pavements and pavement bases, curbing, sidewalks, driveways, and grass surfaces that are disturbed, damaged, or destroyed during the course of the Work under this Contract.

The quality of workmanship and materials used in the restoration shall produce a surface equal to or better than the condition before the Work began.

Prior to restoration, the Contractor shall saw cut and remove all existing pavement within 2 feet of the edge of the excavation, or within such widths as may be ordered by the Engineer.

Compaction of soil and base materials shall be tested using the AASHTO T 180 method.

Surface restoration workmanship and materials shall conform to the applicable sections of the FDOT-SSRBC.

All dirt areas disturbed shall be restored with sod, unless otherwise specified.

7.02 ROADWAY RESTORATION

Where the installation of pipe or structures occurs within an existing roadway, the limits of excavation shall be saw cut leaving a straight and square edge. The upper portion of the trench backfill shall be replaced with a compacted shell, crushed (reclaimed) concrete, or limerock base as shown on the Contract Drawings, and paved to match the surrounding surface. Replacement base material shall be the same as the existing base. Roadway restoration shall conform to the detail for shown in the Contract Drawings.

7.03 TEMPORARY PAVEMENT

Immediately upon completion of backfilling, the pavement surfaces damaged or destroyed shall be temporarily restored by placing a shell (FDOT-SSRBC Section 911), crushed (reclaimed) concrete (FDOT-SSRBC Section 204 applicable sections), or limerock (FDOT-SSRBC Section 911) base on the backfilled, compacted subgrade, and an adequate temporary asphaltic patch as shown or as approved by the Engineer. Shell crushed (reclaimed) concrete, or limerock shall be used as a base for all bituminous pavements.

Temporary work shall be maintained in a suitable and safe condition for traffic until the permanent pavement is laid or until final acceptance of the Work.

7.04 SHELL BASE

Shell base shall be constructed on the prepared subgrade to not less than 98 percent of maximum density, in accordance with the requirements of FDOT-SSRBC Section 200. The minimum compacted thickness of shell base shall conform to the detail shown on the Contract Drawings.

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7.05 LIMEROCK BASE

Limerock base shall be constructed on the prepared subgrade to not less than 98 percent of maximum density, in accordance with the requirements of FDOT-SSRBC Section 911. The minimum compacted thickness of limerock base shall conform to the detail shown on the Contract Drawings.

7.06 CRUSHED (RECLAIMED) CONCRETE BASE

Crushed (reclaimed) concrete base shall be constructed on the prepared subgrade to not less than 98 percent of maximum density, in accordance with the requirements of FDOT-SSRBC Section 204. The minimum compacted thickness of crushed (reclaimed) concrete base shall conform to detail shown on the Contract Drawings.

The minimum limerock bearing ratio (LBR) value shall be 150.

7.07 ASPHALTIC CONCRETE PAVEMENT

A prime coat shall be applied to the prepared base in accordance with FDOT-SSRBC Section 300 prior to permanent asphaltic concrete pavement.

Unless specified elsewhere, all permanent asphaltic concrete pavement replacement shall be constructed in accordance with the requirements of FDOT-SSRBC Sections 320, 330, 334, and 337. Surface types and compacted thickness shall conform to the detail shown on the Contract Drawings.

7.08 BRICK PAVEMENT

Construction of brick pavement shall follow the details as shown on the Contract Drawings and City standard practice using City standard paving brick or red clay brick conforming to ASTM C 32, Grade SS with City standard dimensions.

Brick street abutting asphalt pavement shall have a minimum 6-inch-wide flush Type A Header Curb.

7.09 CURB AND GUTTER

All permanent restoration of street curb, or curb and gutter, shall be of the same type and thickness as the curb, or curb and gutter, which abuts. The grade of the restored curb, or curb and gutter, shall conform to the grade of the existing adjacent curb, or curb and gutter, so that positive drainage is maintained.

7.10 CONCRETE SIDEWALK

The restoration and construction of concrete sidewalks shall conform to applicable requirements of FDOT-SSRBC Section 522 and the Contract Drawings and shall be constructed where shown on the Contract Drawings and directed by the City. Sidewalk expansion joints with bituminous filler shall be installed at a maximum of 50-foot intervals on center and struck joints shall be spaced equidistant with walk width (joints wider than 6 feet shall be spaced as directed by the City). Where new construction is to be tied into existing facilities, the old material is to be removed back to the

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nearest construction joint, or sawcut to a straight line as directed by the City or Engineer. The soil under sidewalks and driveways shall be compacted to 98 percent of the maximum density. New sidewalks shall be 4 inches thick. Concrete pour for walk construction shall be made only on dampened subgrade. A soft broom finish shall be given the walk surface as directed by the Engineer.

Sidewalks crossing driveways shall be constructed according to the Specifications for concrete driveways.

Curb ramps for physically handicapped shall be constructed at all locations where sidewalks cross the curb or where directed by the Engineer. Those existing sidewalks which are removed to accomplish associated work as a part of this Project shall be replaced with a curb ramp when the sidewalk crosses the curb. The cost of curb ramps shall be included in the appropriate proposal item for sidewalk restoration.

Where sidewalks are replaced, the replacement shall be the full width of the walk and the minimum length shall be 60 inches. Restoration of adjacent lawn is incidental to sidewalk replacement and no separate payment will be made therefore.

7.11 HEXAGON BLOCK SIDEWALK

The restoration and construction of hexagon block sidewalks shall conform to the details shown on the Contract Drawings and City standard practice using City standard hexagon blocks.

The soil under sidewalks and driveways shall be compacted to 98 percent of the maximum density. New hexagon block sidewalks shall be 2 inches thick.

Curb ramps for physically handicapped shall be constructed at all locations where sidewalks cross the curb, or where directed by the City or Engineer. Those existing sidewalks which are removed to accomplish associated work as a part of this Project shall be replaced with a curb ramp when the sidewalk crosses the curb. The cost of curb ramps shall be included in the appropriate Pay Item for sidewalk restoration.

Where sidewalks are replaced, the replacement shall be the full width of the walk. Restoration of adjacent grass is incidental to sidewalk replacement and no separate payment will be made therefore.

7.12 DRIVEWAY AND PARKING LOT

Except as otherwise specified, all permanent restoration of base and surface of driveways, parking aprons, and sidewalks shall match the materials, thicknesses, elevations, lines, and grades of the existing construction, all to the Engineer's satisfaction. Patching of Portland cement driveway areas will not be allowed between joints or dummy joints.

For areas where streets are to be paved, or where more than 50 percent of the driveway apron is disturbed, concrete or brick driveways shall be replaced in kind. All other driveways, including shell and dirt, shall be restored with an asphalt concrete surface from the street to the property line or front of sidewalk, as directed by the City or Engineer.

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All base compaction under driveways shall be to a minimum density of 98 percent of the maximum density.

7.13 DRIVEWAY - ASPHALT

Residential asphalt driveway restoration shall include 1-inch thick asphaltic concrete surface over 2 inches of compacted sand-asphalt hot mix base, or 5 inches of compacted limerock or shell base.

Commercial asphalt driveway restoration shall be constructed of 1-inch thick asphaltic concrete surface over 8 inches of limerock base compacted in 2 lifts.

7.14 DRIVEWAY - CONCRETE

The restoration and construction of concrete driveways shall conform to applicable requirements of FDOT-SSRBC Section 522 and the Contract Drawings and shall be constructed where shown on the Contract Drawings and directed by the City or Engineer.

Residential concrete driveway restoration shall be 5 inches thick and shall include placing a single layer of 6-inch by 6-inch wire mesh (WWF 6 x 6 - W1.4 x W1.4).

Commercial concrete driveways shall be 6 inches thick with a double layer of 6-inch by 6-inch wire mesh (WWF 6 x 6 - W1.4 x W1.4).

7.15 DRIVEWAY - PEAGRAVEL

Where less than 50 percent of the driveway apron is disturbed, pea gravel driveways shall be restored to match the existing driveway. Pea gravel driveway restoration shall include asphalt treated shell base 5 inches thick after compaction to a minimum density of 98 percent of the maximum.

7.16 DRIVEWAY - SHELL

Where less than 50 percent of the driveway apron is disturbed, shell driveways shall be restored to match the existing driveway. Shell driveway restoration shall be 5 inches thick after compaction to a minimum density of 98 percent.

7.17 GRASS

7.17.01 SODDING

Sod shall be planted as soon as practical after paving, pipeline, or other work has been completed. Sodding shall always be used over seeding.

All work and materials shall meet the applicable requirements FDOT-SSRBC Section 570 (Sodding).

Sodding shall be done as directed by the Engineer, using only material which, in the opinion of the Engineer, is healthy and free of weeds, and (unless specified otherwise by the Engineer) of the same variety predominating at time of removal. Sod may be St. Augustine, Bahia, or other varieties as selected by the Engineer.

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Sod shall be planted within 72 hours of being cut. Only moist, green sod having a virile root system may be planted. Sod shall be cut into adjacent sod to provide a smooth surface, and "top dressed" where necessary. Sod shall be rolled or tamped after planting to provide a uniform and consistent grade.

7.17.02 GRASS MAINTENANCE

The Contractor shall properly water and otherwise maintain all seeded and sodded areas for a minimum of 60 consecutive calendar days after completion of sodding operations. After the 60 days, and upon receipt of written request from the Contractor, the Engineer will inspect the areas for acceptance by the City. Any area that is washed or eroded, fails to show a uniform stand of healthy, vigorous grassing, or does not appear to be otherwise developing satisfactorily, shall be re-sodded and maintained until suitable for acceptance by the Engineer. In the event that the stand of grass is found to be contaminated by weeds or other undesirable growth, the Contractor will be required to effectively eliminate such undesirable growth at his own expense.

7.18 EXPANSION JOINT MATERIAL

Expansion joint material for concrete pavement surfaces, including sidewalks and driveways, shall be the bituminous strip type, 1/2-inch thick, and shall conform to applicable requirements of FDOT-SSRBC Section 932.

END OF SECTION

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Section 20 – CCTV Inspection and Pipe Cleaning

Storm System Cleaning and Inspection

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SECTION 20 – CCTV INSPECTION AND PIPE CLEANING

20.01 SCOPE OF WORK

The essential portions of the proposed Work for the Project are summarized as follows:

The Contractor shall furnish all labor, material, equipment, and services necessary for cleaning of the stormwater collection system components to facilitate proper Closed Circuit Television (CCTV) video

inspection in accordance with National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) standards. The Work shall be completed at locations identified on the Work Orders issued by the City of St. Pete Beach and inside the service area, and shall include, but is not limited to: cleaning, removal, and disposal of all sand, rubble, deposits, and other accumulated debris in the pipe and access structures; Closed Circuit Television (CCTV) video inspection; maintenance of traffic; diversion of stormwater flows; project site cleanup and restoration; and all other incidentals as required and directed by the City to complete the Work.

The list of anticipated Work locations under the Initial Term of this Project is not inclusive and may change

as the City's prioritization schedule changes; however, it may represent the areas where cleaning and CCTV inspections are anticipated to be assigned under this Project.

All City assets will be identified using the established facility identification code (FID) for all inspection reports, geographical exhibits, data sets, and asset management tasks. Assets may include, but not be limited to, access structures, piping, and conflict structures. Asset FIDs will be provided to the Contractor prior to the start of the inspection. Failure to utilize the FID could result in additional inspection at the Contractor's expense.

20.02 CLEANING OF STORMWATER COLLECTION SYSTEMS

A. GENERAL

The Work in this section includes cleaning of the stormwater collection system components prior to inspection to permit proper Closed Circuit Television (CCTV) video inspection. Stormwater collection system components shall be defined as access structures (including stormwater manholes, catch basins/grate inlets, curb inlets, and drop inlets) and stormwater pipe segments between two adjacent access structures.

The Contractor shall furnish all materials, labor, equipment, and services necessary for cleaning of stormwater collection systems including, but not limited to: traffic control, locating access structures, removal of roots and other materials that require the use of specialty equipment defined as specialty cleaning, disposal of waste and sediment, surface restoration, and cleanup of the Work site.

The Contractor is advised that this Contract requires work in active stormwater collection systems and shall follow all federal, state and local requirements for safety in confined spaces. The Contractor shall conform to all guidelines by the Occupational Safety and Health Administration (OSHA) Federal Regulations; 29 CFR Ch. XVII, Section 1910.146 Confined Space Entry.

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Section 20 – CCTV Inspection and Pipe Cleaning Storm System Cleaning and Inspection

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B. SUBMITTALS

The Contractor shall submit the cleaning equipment product data to the City Representative in accordance with Specification Section 03 - "Submittals".

C. PRODUCTS

a) Cleaning Equipment

1. The collection systems shall be cleaned with industry standard truck-mounted high velocity hydro-cleaning equipment. No mechanical bucket machinery will be acceptable for the cleaning process. The equipment shall be provided with a minimum of 600 ft of one-inch ID high-pressure hose with a selection of high velocity nozzles, as required for the normal cleaning and specialty cleaning operations.

2. The equipment shall have a minimum usable water capacity of 1000 gal. The pumps shall be capable of delivering a minimum 60 gpm at 3000 psi. Pressure to the nozzle shall be regulated by a relief valve, adjustable from 0 to 1,500 psi minimum. The nozzles shall produce a scouring action from 15 to 45 degrees in all size pipes to be cleaned. The equipment shall carry its own 1,000 gal water tank capable of holding corrosive or caustic cleaning or sanitizing chemicals, engines and pumps, and a hydraulically-driven hose reel. The equipment shall also include a high velocity washing hose for ancillary cleaning of the walls and floor of manholes. The hose shall have an adjustable nozzle capable of producing flow from a fine spray to a solid stream. All controls shall be located so that the equipment can be operated above ground.

3. The Contractor shall provide equipment capable of removing all sand, dirt, rocks and other

debris to allow unobstructed CCTV inspection of all internal pipe surfaces.

4. The Contractor shall certify that backup cleaning equipment, including machines, devices, tools, etc., is available and can be delivered to the site within 24 hours.

5. The Contractor shall provide specialty cleaning equipment capable of mechanically removing all attached, hardened and/ or cemented debris including, but not limited to, roots, grease, calcification, tuberculation, joint sealant, other hardened or tightly adherent deposits, etc. which cannot be removed by the use of industry standard high velocity hydro-cleaning equipment alone. Specialty equipment shall include, but is not limited to, a root saw, spring blade root cutter chuck or approved equal. The use of specialty cleaning equipment may be waived by the City Representative where the Contractor's personnel can enter the pipe and manual removal is acceptable.

D. EXECUTION

a) Cleaning

1. After determining the preliminary requirements and the feasibility of effective CCTV inspection, the Contractor shall thoroughly clean all required access structures and pipe segments as required to permit an unrestricted inspection by industry standard CCTV inspection equipment. Particular emphasis shall be afforded the removal of accumulated grease, roots, sand, rocks, bricks, sludge and other debris so that the CCTV inspection will clearly show all portions of the pipe being inspected.

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2. Acceptance of pipe segment cleaning shall be made upon the successful completion of the CCTV inspection and shall be defined as removing sufficient material to permit an unrestricted view of the pipe internal surfaces and to ensure an effective rehabilitation of the pipe segment, all to the satisfaction of the City Representative. If CCTV inspection shows the cleaning to be unsatisfactory, the Contractor shall be required to repeat the cleaning and CCTV inspection of the pipe segment at no additional cost to the City.

3. Except during drought conditions, water required for the cleaning will be provided by the City at locations to be specified by the City. The City shall furnish and install water meters at all points where water is drawn from the City's supply. The City will charge a fee for the water used. A backflow prevention device shall be used to prevent contamination of the potable water system. The Contractor is responsible for any damage resulting from improper operation of hydrants. Do not use or obstruct a fire hydrant when there is a fire in the area.

4. The Contractor shall not waste water from the public water supply because of improper connections or from hydrants left open.

5. The Contractor shall remove all bricks, rocks, debris, sludge, dirt, sand, grease, roots and other materials from the pipe segment ordered to be cleaned, and collect and remove the resulting debris from the downstream access structure of the pipe segment. Passing waste material between access structures, causing accumulations of sand, system stoppages, or damage to the pumping equipment shall not be permitted. When necessary, a dam trap or weir and screen shall be temporarily installed in the downstream access structure in such manner that debris and solids shall be trapped and retained for subsequent removal.

6. During hydro-cleaning, the Contractor shall restrict the flow level in the pipe to a maximum of 50 percent of the pipe diameter.

7. Waste and debris cleaned from the pipe segment shall be removed at the downstream access structure by pumps or other means. The discharge and drainage stream shall be returned downstream to the stormwater collection system for discharge. Under no circumstances shall stormwater or solids be dumped onto the ground surface, street, or into ditches, catch basins, grate inlets, curb inlets, or drop inlets. All solid and semi-solid debris resulting from the cleaning operations shall be removed from the site and properly disposed of. The contractor is responsible for transporting the debris and must properly dispose of excess water from the debris as required by disposal site.

8. Where access to manholes and access structures in easements and rights-of-way is required, the Contractor shall obtain permission from the homeowner for equipment access. Refer to the

Technical Specification Section 01 – “General”.

9. Barricades and warning signs shall be used in work areas and around open access structures. The Contractor shall furnish and maintain traffic controls and safety devices as required. Employ satisfactory precautions to protect the pipe and manholes from damage that might be inflicted by improper selection of the cleaning process or improper use of the equipment. Immediately notify City Representative if fresh soil, pieces of pipe, or other visible signs of potential problems occur during cleaning operation. When using hydraulically propelled devices, take precautions to ensure that the water pressure created does not cause damage or flooding to public or private property. Do not surcharge the stormwater beyond the elevation that could cause overflow.

10. The Contractor shall clean upstream reaches of the system before the downstream reaches are cleaned. Hydro-cleaning equipment shall typically be inserted in the downstream access structure of the pipe segment, and the cleaning work shall proceed from upstream to downstream. Winching equipment used shall not damage the pipe or access structure.

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b) Cleaning Classification

1. Normal Cleaning includes the removal of sludge, sand, silt, rocks, gravel and other loose and non-adhering debris regardless of the amount in an unlimited number of passes and requires a minimum of two passes with the high velocity hydro-cleaning equipment. The first pass shall be restricted to 800 psi at the nozzle head. The second and subsequent passes shall be at 1200 psi.

2. Specialty Cleaning includes Normal Cleaning criteria and also consists of removal of all attached, hardened and/ or cemented debris including, but not limited to, roots, grease, calcification, tuberculation, joint sealant, other hardened or tightly adherent deposits, etc. which cannot be removed by the use of industry standard high velocity hydro-cleaning equipment alone. Specialty Cleaning consists of an unlimited number of passes using specialty cleaning equipment (or other methods as approved by the City Representative) in conjunction with high velocity hydro-cleaning equipment. All pipes shall be restored to at least 95 percent of their nominal diameter. Joint sealant shall be removed to within 1/4 inch of the pipe wall. Specialty Cleaning only for the removal of excessive joint sealant will generally not be required until just prior to lining of the pipe segment (if necessary), unless the joint sealant prevents the passage of the CCTV inspection equipment. Specialty Cleaning shall only be undertaken when specifically authorized by the City Representative.

c) Final Acceptance of Pipe Cleaning

Acceptance of pipe segment cleaning shall be made upon the successful review of the CCTV inspection by the City Representative. If the CCTV inspection shows the cleaning to be unsatisfactory, the Contractor shall be required to repeat the cleaning and CCTV inspection of the pipe segment until the cleaning is shown to be satisfactory. Such repeat cleaning and CCTV inspection shall be made at the Contractor's expense.

20.03 CLOSED CIRCUIT TELEVISION INSPECTION

A. GENERAL

The Work in this section includes Closed Circuit Television (CCTV) video inspection of the stormwater collection system pipe segments between adjacent access structures (including stormwater manholes, catch basins/grate inlets, curb inlets, and drop inlets). CCTV inspection shall be defined as video inspection of the pipe interior after cleaning. CCTV inspection shall identify the location of connections and pipe segment defects that may require rehabilitation.

The Contractor shall furnish all materials, labor, equipment, and services necessary for CCTV video inspection of the stormwater collection system pipe including, but not limited to: traffic control, locating access structures, delivery of video inspection data, surface restoration, and cleanup of the Work site.

The Contractor is advised that this Contract requires work in active stormwater collection systems and shall follow all federal, state and local requirements for safety in confined

spaces. The Contractor shall conform to all guidelines by the Occupational Safety and Health Administration (OSHA) Federal Regulations; 29 CFR Ch. XVII, Section 1910.146 Confined Space Entry.

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B. QUALIFICATIONS

CCTV inspections shall be in accordance with the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) standards and performed by NASSCO PACP certified inspectors. The Contractor shall have experience in the CCTV inspection of vitrified clay pipe, concrete pipe, PVC and other pipe materials typically found in stormwater collection systems.

C. SUBMITTALS

Submitted CCTV inspections become the property of the City. The Contractor shall maintain a master copy of all CCTV inspection data until final acceptance of the project. The CCTV inspection video shall not be edited. The Contractor shall submit the following to the City Representative in accordance with Specification 02 – “Submittals”.

1. A complete listing of the number of and each major equipment type, including product brand name and product manufacturer, to be employed by the Contractor/Subcontractor. All equipment manufacturer's operational guidelines for the equipment to be used.
2. All final video and data from CCTV inspection surveys where payment is being requested shall be furnished on a portable Universal Serial Bus (USB) hard drive along with PDF reports of inspection surveys and be exported in a NASSCO PACP/LACP Data Exchange Format geodatabase Version 7 (PACPv7.gdb).
3. Prior to the beginning of any work, a sample PACP/oMACP database and video demonstrating compliance with the requirements above shall be submitted to the City Representative

D. PRODUCTS

a) Equipment

1. **CCTV Equipment:** Select and use CCTV equipment that shall produce a high quality color video.
2. **Pipe Inspection Camera:** Produce a video using a pan-and-tilt, radial viewing, pipe inspection camera that pans ± 275 degrees and rotates 360 degrees. Use a camera with an accurate footage counter, which displays on the monitor the exact distance of the camera from the centerline of the starting manhole. Use a camera with camera height adjustment so that the camera lens is always centered at one-half the inside diameter in the pipe being televised. Only self-propelled cameras shall be used to provide an unobstructed view of the pipe. Provide a lighting system that allows the features and condition of the pipe to be clearly seen. A reflector in front of the camera may be required to enhance lighting in dark or large diameter pipe. The camera shall be operative in 100 percent humidity conditions. The camera, television monitor and other components of the video system shall be capable of producing a minimum 700-line resolution colored video picture. Picture quality and definition shall be to the satisfaction of the City Representative, if unsatisfactory, equipment shall be removed and no payment made for an unsatisfactory inspection.
3. **Video:** Video shall be recorded and exported to a digital online database (PACPv7.gdb) and on a portable USB hard drive, as required by the City Representative.

- a. Only one pipe segment inspection shall be permitted in each video file. The Contractor

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shall not be permitted to start a portion of a televised segment on one video file and finish on another. Reverse inspections shall be included in the same video file or may be in a separate video file.

- b. Data exported to the digital online database shall include at minimum the following

information:

- 1) Project Name, Work Order Number and Site Location
- 2) Contractor's name
- 3) Video Filenames
- 4) Date Submitted
4. The Contractor shall provide with each video an up-to-date PACP compliant report that shall include the header data, pipe defects, service connections, and PACP Condition Grading System ratings for the structural and operational & maintenance defects.
5. The Contractor shall provide a detailed header at the beginning of each video file and log sheet. At a minimum the header shall include:
 - a. Project Name, Project Number and Site Location
 - b. Contractor's Name
 - c. Operator's Name and PACP Certification Number
 - d. Inspection Date
 - e. Lift Station Basin Number (if applicable)
 - f. Storm Pipe FID
 - g. Upstream and Downstream access structure FID
 - h. Street Name and Number (Mainline Inspections Only)
 - i. Upstream and Downstream Rim to Pipe Invert Depth (Mainline Inspections Only)
 - j. Upstream and Downstream Grade to Pipe Invert Depth (Mainline Inspections Only)
 - k. Survey Direction (Upstream or Downstream)
 - l. Method of Flow Control (Not controlled, bypass, or plugging)
 - m. Pipe Shape and Size
 - n. Pipe Total Length
 - o. Pipe Surveyed Length
 - p. Pipe Joint Length
 - q. Pipe Material
- r. All concurrent data as outlined above for any reverse set ups with linking identifier as determined the City or authorized city agent.
7. The Contractor shall superimpose a footage counter on the screen that runs continuously during the course of each video file.

E. EXECUTION

a) Televising

1. After completion of cleaning in accordance with the requirements of Technical Specification headed "Cleaning of Stormwater Collection Systems", conduct CCTV inspection of the pipe segment to document the condition of the pipe segment. The CCTV inspections shall be of sufficient quality to evaluate the condition of the pipe in accordance with NASSCO PACP standards, locate existing connections, and verify cleaning.
2. Perform CCTV inspection of pipe segments as follows:
 - a. Perform post-cleaning CCTV inspection immediately after pipe cleaning and before any pipe rehabilitation work. Verify that the pipe is clean.
 - b. Videos shall pan beginning and ending access structures including pipe connection area

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to demonstrate that all debris has been removed. Camera operator shall slowly pan each connection, significant defects, clamped joints, and pipe material transitions.

- c. The accuracy of the measurements for location of defects, connections, etc. cannot be stressed too strongly. Marking on cable, or the like, which would require interpolation for depth of manhole, shall not be allowed. The footage measurement device shall be accurate to one-tenth of a foot over the entire length of the pipe segment being inspected. Prior to recording the location of a defect, connection, etc., slack in the cable of the CCTV inspection camera shall be taken up to assure the measuring device is designating proper footage. Accuracy of the measurement device shall be checked daily by use of a walking meter, roll-a-tape, or other suitable means.

- d. Camera distortions, inadequate lighting, dirty lens, blurred/ hazy picture, or excessive debris, or excessive water depth shall be cause for rejection of the CCTV inspection for that pipe segment. Any pipe segment CCTV inspection deemed unacceptable by the City Representative shall be re-televised and a new video and report provided by the Contractor at no additional cost to the City. Payment for CCTV inspection and subsequent rehabilitation shall not be made until the City Representative approves the quality of the video and logs.
3. CCTV inspection video shall be continuous for a pipe segment between access structures. Do not leave gaps in the video of a segment between structures and do not show a single segment on more than one video, unless specifically allowed by the City Representative.
4. Where access to structures in easements and rights-of-way is required, the Contractor shall obtain permission from the homeowner for equipment access. Refer to Specification 01 – “General”.
5. The Contractor shall notify the City Representative of locations or pipe segments with defect scores of 5 to allow for prompt repair or replacement of the defective pipe.
6. During an inspection, unknown storm pipe segments or those without provided FIDs, shall receive a temporary designation in which the pipe segment was inspected. The first unknown pipe segment shall receive the temporary designation GM0001. The 2nd unknown pipe segment shall receive the temporary designation GM0002. Continue this naming convention for each additional unknown storm pipe segment or those without provided FIDs. A new inspection shall be started for each pipe segment. The City will assign a permanent number at a later date.
7. In the event an unknown access structure is discovered during an inspection, the unknown access structure between upstream IN0021 and downstream IN0022 shall receive a temporary designation of INA0021. A 2nd manhole found between the above access structures would be designated as INB0021. A new inspection shall be started for each pipe segment. The City will assign a permanent number at a later date.

b) Flow Control

1. Perform CCTV inspection of one pipe segment at a time. Adequately control the flow in the segment being televised. The Contractor shall use pipe plugs in the upstream access structure to control the depth of flow where feasible. Do not exceed the depth of flow as follows:

Pipe Diameter Depth of Flow
(Inches) (Percent of Pipe Diameter)

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>24 20

2. If the stormwater flow depth exceeds the maximum allowable during the CCTV inspection of a pipe segment, reduce the flow depth to an acceptable level by performing the CCTV inspection during minimum flow hours, by high-velocity jet nozzle or other acceptable dewatering means. Video made while floating the camera is not acceptable.

c) Passage of CCTV Camera

1. Do not propel the television camera through the pipe segment at a speed greater than 30 feet per minute and no slower than 15 feet per minute unless the inspection is stopped for service connection or defect viewing.
2. If the camera is unable to pass an obstruction during CCTV inspection of a pipe segment, televise the segment from the other direction (reverse setup) in order to obtain a complete CCTV inspection of the segment.
 - a. When the camera is proceeding in the opposite direction in order to survey on either side of an obstruction and a second obstruction is encountered away from the first obstruction, the inspection may be terminated and the Contractor shall be paid for the length of the pipe segment inspected.

- b. The City Representative makes no guarantee that pipe segments specified for CCTV inspection are clear for the passage of the Contractor's cleaning and CCTV equipment. Select the appropriate equipment, tools, and methods for securing safe passage of the equipment. The Contractor shall be responsible for all costs associated with the retrieval of cleaning and CCTV inspection equipment that become stuck in the system. These costs include, but are not limited to, CCTV inspection equipment and any resultant restoration, all in accordance with City standards. The City reserves the right to remove the Contractor's stuck equipment from the system if the Contractor fails to do so in a timely manner. All costs incurred by the City to remove the Contractor's stuck equipment from the system shall be paid by the Contractor.
3. Report any variations between previous reported (existing data) conditions and the actual conditions encountered to the City Representative.
4. Provide a full 360-degree view of pipe, joints, defects and service connections. Conduct CCTV inspection separately from cleaning operations in order to provide a clear view unobstructed by splashing or dripping.

d) CCTV Inspection Data Submission Requirements

1. The Contractor shall upload all data in NASSCO PACP/MACP format to the City provided Info360 Asset geodatabase. The Contractor will be provided a dedicated login with appropriate field access permissions, enabling them to upload inspection data and media directly into the system.
2. The Contractor shall upload three (3) draft inspection reports to the Info360 Asset geodatabase for review by City/Engineer. Upon review and approval of the geodatabase submission data the Contractor may submit inspection reports as the data is collected or at minimum on a monthly basis.

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3. All CCTV inspections shall be performed referencing the City's correct wastewater asset FIDs and use City standard file naming conventions. The City Representative may provide the City's asset master list to the Contractor (where requested). The Contractor may not alter or edit the City's asset master list without prior approval from the City Representative. All CCTV inspections shall be created referencing the City's stormwater basin as the drainage area. All asset names and format used shall match City FID within the City's asset master list or Plans. Where asset names on maps (which may reference older style name ids) conflict with asset names on Work Orders or Worklist, the Work Order or Worklist name shall govern.
4. The CCTV inspection video files shall be encoded using MPEG1 or MPEG2 standards, or other as approved by City in writing, and shall be capable of producing a minimum 700 line resolution color video picture, 30 frames per second, and bitrate of 1.5 megabit per second. Extraneous video coverage before and after the completion of the pipe segment CCTV inspection shall be edited out by the Contractor to minimize the size of the associated digital video file.
5. Once inspections are completed and data is reconciled, an additional database must be exported in the universally compatible format (PACPv7.gdb) and included in the final deliverable package.

e) Field Quality Control

1. Contractor shall not allow debris to be released from the stormwater system onto streets into ditches, catch basins/grate inlets, curb inlets, drop inlets, stormwater manholes, etc.
2. Acceptance of pipe cleaning and rehabilitation work is contingent upon the successful completion of the CCTV inspection. If the CCTV inspection video is not acceptable or shows that debris, solids, sand, grease, or grit remains in the pipe, the CCTV inspection and/or cleaning shall be considered unsatisfactory. The cleaning and CCTV inspection of the pipe segment shall be repeated at the Contractor's expense until it is satisfactory.

END OF SECTION

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SECTION 34 – NASSCO ACCESS STRUCTURE INSPECTION**34.01 GENERAL**

A. The Contractor shall perform visual inspections of the existing stormwater access structures (access structure) and record any defect discovered. The visual inspection shall include surface photo, cover and frame, chimney, walls, invert, and all appurtenances.

B. The nature of the inspections shall be to verify the physical condition of the access structures and to provide a permanent record of the existing condition as it relates to dimensions, materials, obstructions, breakage, connections, and deterioration.

Inspections may be performed by personnel entry or from the surface utilizing pole mounted camera equipment to visually inspect the chimney, cone, wall, bench, pipe seals and invert conditions, and conditions of connecting pipes.

C. All City assets will be identified using the established facility identification code (FID) for all inspection reports, geographical exhibits, data sets and asset management tasks. Assets may include, but not be limited to, stormwater manholes, catch basins/ grate inlets, curb inlets, drop inlets, stormwater drainage piping, and conflict structures. Asset FIDs will be provided to the Contractor prior to the start of inspection. Failure to utilize the FID could result in additional inspection at the Contractors expense.

34.02 REQUIREMENTS

A. The Contractor shall inspect the access structure surroundings and the structure interior using visual means and a digital camera for documentation.

B. All inspections shall be recorded.

C. All inspection forms shall be scanned and submitted as .PDF files.

D. All inspection data shall be entered into a NASSCO Manhole Assessment Certification Program (MACP) compliant geodatabase per Specification Section 20 "CCTV Inspection and Pipe Cleaning".

E. The inspection photographs, report documents, and inspection database shall be in accordance with the specifications and NASSCO MACP.

F. Contractor shall maintain a copy of all report materials. The Contractor shall provide comments as necessary to fully describe the existing condition of the access structure on the inspection forms.

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G. Contractor shall be responsible for modifications to equipment and/or inspection procedures to achieve City report requirements.

H. No Work shall commence prior to approval of the submitted materials by the City. Once accepted, the report materials shall serve as a standard for the remaining work.

34.03 QUALITY ASSURANCE

A. Use of PACP/MACP certified technicians to review/document defects in the office (post process) is acceptable.

B. The CCTV Contractor must have an internal quality assurance/quality control (QA/QC) program in place and all inspection data shall be subjected to the procedures prior to submittal to the City. The City will perform QA/QC audits on submitted data.

C. QA/QC shall be performed by NASSCO MACP and PACP certified personnel.

34.04 SHOP DRAWINGS AND SUBMITTALS

A. Submittals shall be submitted to the City for review and acceptance prior to construction in accordance with Specification Section 03 - Submittals.

B. The above deliverables shall be submitted to the City for approval.

C. The manhole inspection reports and database shall be in accordance with the specifications and NASSCO MACP.

34.05 NOTIFICATION

The Contractor shall notify the City a minimum of 48-hours prior to performing any inspection work. The City may be present during part or all of the inspections. No payment will be made for inspections performed without proper schedule notification.

34.06 EXECUTION

A. The inspection crew shall mobilize to the site of the access structure inspection and immediately establish traffic control measures per City of St. Pete Beach and Florida Department of Transportation (FDOT) requirements as well as any measures required to protect pedestrians. The crew shall inspect each manhole and record required information.

B. All access structures shall be located. Metal detectors shall be used to locate buried access structures. Once a buried access structure has been located, it shall be marked with paint and/or flagging, if necessary. All pertinent information available shall be recorded including area photo, address, etc. Contractor shall notify the City

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weekly with a list of those access structures that could not be fully inspected due to access issues. The City may arrange to have some or all these access structures exposed, or otherwise made accessible for full inspection. The City will notify Contractor of the status and may authorize re-inspection.

34.07 MANDATORY INSPECTION HEADER INFORMATION

Once the access structure is located, all Level 1 MACP fields and the additional Level 2 MACP fields identified below shall be recorded on the inspection form. All available information shall be collected and recorded for those access structures that are buried, could not open, surcharged, etc.

Mandatory Level 1 MACP Fields:

1. Surveyed By
 2. Certifications Number
 3. Date
 4. Time
 5. Sheet Number
 6. Purpose of Survey
 7. Inspection Level
 8. Inspection Status (using approved MACP codes)
 9. Drainage Area
 10. MH/Access Point Number
 11. Street
 12. City
 13. Access type (using approved MACP codes)
 14. Northing
 15. Easting
 16. Elevation
 17. Coordinate System
 18. Vertical Datum
 19. GPS Accuracy
- Additional Level 2 MACP Fields:
1. Pre-Cleaning
 2. Location Code
 3. Surface Type
 4. Evidence of Surcharge
 5. Rim to Invert

6. Rim to Lowest Point

7. Rim to Grade

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34.08 ACCESS STRUCTURE COMPONENT OBSERVATIONS

The inspection crew shall complete all Level 1 fields and the additional Level 2 MACP fields identified below and shall be recorded within the manhole component/observation section of the inspection form. The following information shall be collected:

Mandatory Level 1 MACP Fields:

1. Cover/Frame Fit
2. Cover Condition
3. Ring Type
4. Ring Condition
5. Frame Condition
6. Frame Offset Distance
7. Chimney Condition
8. Cone Condition
9. Wall Diameter
10. Wall by Size (Width)
11. Wall Condition
12. Bench Condition
13. Channel Condition
14. Additional Component Information
15. Other Manhole Appurtenances

Additional Level 2 MACP Fields:

1. Type
2. Shape
3. Size (Circular Covers)
4. Size Width (Non-Circular Covers)
5. Cover Material
6. Wall Material
7. Wall Depth
8. Bench Present
9. Channel Installed

34.09 ACCESS STRUCTURE INTERIOR INSPECTION

The inspection crew shall determine the types of defects within the access structure, document each defect on the manhole form and take a photograph of each defect. The access structure chimney, cone, wall, bench, and channel shall be inspected for structural integrity, signs of I/I and the presence of roots. All documentation shall follow NASSCO MACP standards. Each defect will be documented on the inspection form with the following information:

1. Defect number
2. Component of manhole containing defect
3. Defect code (using approved MACP codes)
4. Image Reference (using City approved file naming structure)

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34.10 CONNECTING PIPE DETAILS

Each pipe entering and exiting the access structure shall be photographed where possible and inspected to determine diameter, pipe material, debris levels, and rim to invert distance (to 0.1-feet). The following Level 2 MACP pipe connection fields will be included:

1. Clock Position
2. Rim to invert distance

3. Pipe direction (incoming or outgoing)
4. Pipe material (using PACP codes)
5. Pipe Shape
6. Pipe Height (Diameter)
7. Pipe Width
8. Rim to invert distance (measured to nearest 1/10th of a foot)
9. Connecting structure number
10. Pipe seal condition (using approved MACP codes)
11. Observed pipe defects, obstructions, roots, etc. (using PACP codes)

34.11 ACCESS STRUCTURE SKETCH, MAP UPDATE, AND NOTES

The inspection crew shall complete the manhole plan view sketch noting all connecting pipes. Any special observations or notes may be added to the profile sketch on the field form. Influent and effluent lines in each access structure shall be compared to the existing map and corrections noted in the sketch section of the field form.

34.12 NOTIFICATION OF EMERGENCY CONDITIONS

Inspection crews shall immediately notify the City and/or on-site inspector of any defects posing imminent danger to the public (missing lids, covers broken during inspection, sink holes, etc.) and any observed pipe blockages or potential overflow conditions.

34.13 COMPLETION

Once the inspection is complete the field crew shall make certain the ring is clean and does not have any debris preventing a proper cover fit. The access structure lid shall be replaced, and any displaced items moved back into place.

A list of access structures that could not be fully inspected, along with the problem explanation, shall be forwarded to the City weekly throughout the inspection work. If the Contractor has completed accessible inspections, and the City authorizes, then Contractor may be required to remobilize at the same unit price and complete the requested inspections. All re-inspections will be at the same contracted unit price. Any map updates shall be consolidated and forwarded to the City with the submitted inspections.

34.14 PHOTOGRAPH REQUIREMENTS

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A. During each inspection the following series of photographs shall be taken:

1. Photograph: During the inspection, a photograph shall be taken of the access structure cover showing location within the roadway, shoulder, or easement as appropriate. Photographs shall be taken of any indications of previous overflows such as watermarks and other debris typical of overflows. Surface photographs shall be oriented in the direction of the outgoing pipe to show the pipeline cover and easement condition. The area photographs should show the access structure visible in the foreground where possible. A minimum of 1 area photo is required.
2. Internal Photograph: Take a photograph of the access structure interior in plan view showing the general arrangement of the incoming and outgoing pipes, structure walls, and other appurtenances. The internal condition photograph shall be oriented with the direction of the outgoing main line flow at the bottom of the photograph (6:00 position). A minimum of 1 internal photograph is required.
3. Access Structure Defect Photographs: During access structure inspections digital photographs shall be taken of all defects. Photographs must clearly and accurately show each defect and correspond to defects and photo numbers logged on the manhole inspection form. A minimum of 1 photo for each observed defect is required
4. Connecting Pipe Photographs: The camera should then be pointed into all incoming and outgoing pipes where possible to capture general conditions within the pipes. Any obvious blockages or defects should be noted using

PACP defect codes. A minimum of 1 photo of each incoming or outgoing pipe is required.

B. During inspections access structures shall be free of steam, fog, water vapor, or other conditions that will impact the quality of photographs.

C. All photographs shall adequately capture the access structure conditions and details of defects. Lighting and camera quality shall provide a clear, in-focus picture of the structure interior, defects, and structure. The lighting shall provide uniform light free from shadows or hot spots.

D. If larger than 640 x 480 resolution, then photo will be converted to 640 x 480. Photos less than 640 x 480 are not acceptable and converting upward to 640 x 480 is not acceptable. All photographs shall be resized to 640 x 480 resolution to minimize file size.

E. The images shall be kept electronically, copied to a CD, DVD, or external hard drive. Photographs shall be named according to the photograph naming conventions included herein.

F. All digital photographs shall be referenced on the manhole inspection form and electronic database.

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G. All digital photographs shall be renamed in accordance with a photo file naming convention. An example is shown below:

1. Area Photo = Access Structure ID, A, Photo Number, jpg

Example: 3965002A0001.jpg

Manhole: 39650002

A=Area Photo

Photo No.0001

2. Internal Photo = Access Structure ID, I, Photo Number, jpg

Example: 3965002I0001.jpg

Manhole: 3965002

I=Internal Photo

Photo No.0001

3. Manhole Defect Photo = Access Structure ID, M, Photo Number, jpg

Example: 3965002M0015

Manhole: 3965002

M=Manhole Defect Photo

Photo No. 0015

4. Pipe Photo = Access Structure ID, P, Photo Number, jpg

Example: 3965002P0002.jpg

Manhole: 3965002

P=Pipe Photo

Photo No. 0002

34.15 ACCESS STRUCTURE NUMBERING, FORMS, AND DEFECT CODES

The Contractor shall use the City access structure numbering system when performing the inspections for this Project. Access structure numbers will be provided by the City. Defect codes shall conform to those specified in the NASSCO MACP specification.

All City assets will be identified using the established facility identification code (FID) for all inspection reports, geographical exhibits, data sets and asset management tasks. Assets may include, but not be limited to, stormwater manholes, catch basins/ grate inlets, curb inlets, drop inlets, stormwater drainage piping, and conflict structures. Asset FIDs will be provided to the Contractor prior to the start of inspection. Failure to utilize the FID could result in additional inspection at the Contractor's expense.

34.16 SITE RESTORATION

After inspecting access structures in an area, the work site shall be cleaned and restored to pre-Work conditions. If the access structure is buried and exposed, then restore site by placing

material back over the exposed access structure. No re-sodding is anticipated or included in the pricing.

34.17 DELIVERABLES

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The Contractor will be required to submit the following deliverables at the completion of inspection.

A. During each inspection the following series of photographs shall be taken:

1. Inspection session header information (see required fields above)
2. Component observations
3. Access structure inspection details including defects observed and photo image references
4. Connecting pipe details
5. Access Structure plan view sketch

B. Marked up field maps detailing map corrections and/or discrepancies noted during inspection.

C. Inspection digital photograph in City approved format and resolution and assigned file names in accordance with the City standard during each inspection the following series of photographs shall be taken.

D. All information and reports shall be exported to the electronic database described in technical specification Section 34.02.

END OF SECTION

IX. SAMPLE AGREEMENT

Sample Agreement behind this page.

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Title of Agreement

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

WHEREAS, The City properly issued a Request for Bids, attached and incorporated hereto as Exhibit "B" and the City Commission authorized the selection of Contractor at its [Insert Date] public hearing.

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

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

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

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

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Standard Form Addendum. The attached Standard Form Addendum, which contains all the Florida Statutorily required provisions applicable to this Agreement, is attached hereto as Exhibit "A" and its provisions modify and supplement this Agreement.
3. Scope of Services. The Contractor must perform all work for the City required by the contract documents as set forth below:
 - a. Contractor will furnish all labor, materials, and equipment necessary as indicated in the Request for Bids (Exhibit "B") in the amount of \$().
 - b. Contractor must supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor must comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor must at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
 - c. Contractor will provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the

exception of changes caused by inclement weather.

- d. Contractor must comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Contractor further warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the contract.
 - e. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. Contractor further warrants that all goods, materials and workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted. Last, Contractor warrants all material and workmanship for a minimum of (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor will, after receipt of a written notice from the City to do so, promptly correct the work.
5. Damages. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 10, that Contractor has failed to properly and completely deliver all goods or provide all service specified herein. The Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
6. Remedies.
- a. Damages. The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the city resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.
 - b. Correction of Work. If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the city reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the quality of workmanship.
7. Waiver of Liens. Prior to final payment of the Contract Sum, a final waiver of lien must be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement.

8. Warranties.
- a. Warranty of Title. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.
 - b. Warranty of Specifications. The Contractor warrants that all goods, materials, workmanship furnished, whether by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.
 - c. Warranty of Merchantability. The Contractor warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the city, or within such larger period of time as may be described by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor must after receipt of a written notice from the City to do so, promptly correct the work unless the City has previously given the Contractor a written acceptance of such condition.
9. Completion Date. Contractor shall provide the services, described herein to be completed within the first 12 months of the agreement.
10. Term. This Agreement will remain in effect for a period of (3) three years with (2) two, (1) one year extensions from the Effective Date.
11. Effective date. The “Effective Date” of this Agreement shall be the date this Agreement has been executed by all parties.
12. Termination. This Agreement may be canceled by the City when:
- a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
 - b. Sub-standard or non-performance of Agreement.
 - c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Contractor.
13. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Contractor.
14. Non-Exclusivity. Contractor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.
15. Compensation. Upon Contractor's satisfactory full performance of the services or in

accordance with the payment schedule provided in the attached proposal, City shall pay Contractor, as full consideration for services provided in this Agreement and more specifically in Exhibit B.

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

The Contractor waives all rights against the City, its consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

17. Indemnification. In consideration of the payment of ten dollars as part of the compensation described herein, such sum being specifically found by Contractor to be sufficient consideration for this indemnification, Contractor shall indemnify, defend and hold the City harmless for itself, its past/present/future elected and appointed officials, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, liability or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not, and in connection with violations of copyrighted or trademarked materials used by Contractor, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. In any and all claims against the City, or any of their agents or employees by any employee of the Contractor any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph is not limited in any way by any limitation in this amount or type of damages

compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended nor may it be construed, to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

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

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

20. Audit Rights. The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified

public accountant selected by the City. The Contractor must allow the City to inspect, examine and review the records of the Contractor in relation to this Agreement at any an all times during normal business hours during the term of the Agreement.

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

- a. Standard Form Addendum (Exhibit "A")
- b. Request for Bid (Exhibit "B")
- c. Vendor Proposal (Exhibit C)

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

As to Contractor:

With Copy To:

Insert Vendor email address

As to City:

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

With Copy To:

cityattorney@stpetebeach.org

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

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

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

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

27. Counterparts. This Agreement may be executed and delivered in any number of

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

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

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

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

City of St. Pete Beach:

Signature: _____

Signature: _____

By: (Name)

By: Frances Robustelli

Its: .Owner

Its: City Manager

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Ralf Brookes
City Attorney

Renee Rose
City Clerk

CITY OF ST. PETE BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM

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

WITNESSETH:

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

WHEREAS, Section 768.28, Fla. Stat., sets forth a limited waiver of sovereign immunity for tort liability for Florida public agencies; and

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

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

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

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

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

dollar amounts) must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services; and

WHEREAS, Section 787.06(13), Fla. Stat. provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute;

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

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

2. Public Records Compliance. City and Contractor agree that Contractor does not have the authority to contractually bind the City in any manner. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

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

- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

City Clerk/Public Records Custodian
cityclerk@stpetebeach.org
Phone: 727-363-9220
155 Corey Avenue
St. Pete Beach, FL 33706
Fax: 727-541-8040

3. Public Records Compliance. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Pinellas County Circuit Court on an expedited basis to enforce the requirements of the previous section.

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

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

6. E-Verify Compliance. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Fla. Stat. "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized

alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Fla. Stat., as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to the City as a result of the termination of this Agreement in accordance with this paragraph. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

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

8. Disclosure Requirements for "Foreign Countries of Concern". If applicable, Contractor shall comply with the disclosure requirements set forth in Section 286.101 (3) (a), Fla. Stat., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of,

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

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

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

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

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

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

request documentation or give preference to any subcontractor based on the subcontractor's social, political or ideological interests.

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

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

“Coercion” means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

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

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of St. Pete Beach for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of St Pete Beach for review or approval.

18. Breach during Emergency Recovery Period. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year

period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a \$5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.

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

A. None.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing Section 15 above and that the facts stated in it are true.

Contractor:

Print Name: _____

Title: _____

Company: _____

ATTEST:

City of St. Pete Beach

City Clerk

Frances Robustelli, City Manager

EXHIBIT “B”

(Place Request for Bid behind this page)

EXHIBIT “C”

(Place Vendor’s Proposal Behind this Page)

Public Assistance Grant Supplement

1.Applicability of this Exhibit; Conflicts.

- a.This Exhibit shall be fully incorporated into and made a part of the Agreement, as if the terms contained in this Exhibit were fully re-stated within the Agreement itself.
- b.This Exhibit shall apply: (a) in addition to anything contained in the Contract Documents; and (b) notwithstanding anything contained in the Contract Documents to the contrary. No other provision of the Contract Documents shall serve to limit or restrict the obligations imposed upon the parties in this Exhibit.
- c.In the event of a conflict between anything contained in this Exhibit and anything contained elsewhere in the Contract Documents, this Exhibit shall control and take precedence.
- d.Contractor's agreement to the terms contained in this Exhibit is a material inducement for Contractor to enter into the Agreement.
- e.If this Exhibit is attached to a Purchase Order, the term "Agreement" as used herein shall mean and refer to such Purchase Order to which this Exhibit is attached, and the term "Contract Documents" shall refer to all documents attached to and made a part of such Purchase Order.

2.Defined terms.

- a.For purposes of this Exhibit, the following definitions shall apply, in addition to any terms defined elsewhere in the Contract Documents:
 - i.The terms "recipient" and "non-Federal entity," and the term "applicant" as used in Section 3(a)(8) herein, shall have the same meaning as the term "Owner" as used in the Agreement;
 - ii.The term "contract" as used herein shall have the same meaning as the term "Contract" as used in the Agreement; and
 - iii.The term "contractor" or "prime contractor" as used herein shall have the same meaning as the term "Contractor" as used in the Agreement.
 - iv.The term "internal controls" means a process, implemented by a non-Federal entity, designed to provide reasonable assurance regarding the achievement of objectives in the following categories: (a) Effectiveness and efficiency of operations; (b) Reliability of reporting for internal and external used; and (c) Compliance with applicable laws and regulations. 2 CFR §200.61
 - v.The term "supplies" means all tangible personal property other than those described in 2 CFR §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the

non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 CFR §200.94

vi. The term “disallowed costs” means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. 2 CFR §200.31

vii. The term “equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. 2 CFR §200.33

3. Equal Employment Opportunity (41 C.F.R. Part 60-1.4(b)).

a. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4)The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5)The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6)The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7)In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8)The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(a)Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors

violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
(b) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, as amended; the provisions of contract work hours; the Safety Standards Act; the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333); and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as such acts apply to the performance of this Agreement. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

5. The following paragraph, including all subparts, shall apply if the total compensation under the Agreement, including all change orders, exceeds one hundred thousand dollars (\$100,000.00):

Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708).

Contractors engaged in contracts in excess of Two Thousand and 00/100 Dollars (\$2,000.00) shall comply with Federal requirements of the United States Department of Labor under 29 C. F.R., Parts 1, 3, 5, 6, and 7. All Contractors will comply with the following:

a. Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 C.F.R. § 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 C.F.R. § 5.5(b)(1), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 C.F.R. § 5.5(b)(1).

(3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 C.F.R. § 5.5(b)(2).

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in 29 C.F.R. § 5.5(b)(1) through (4) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 C.F.R. § 5.5(b)(1) through (4).

6. Procurement of Recovered Materials (2 C.F.R. § 200.322)

The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

7. The following paragraph, including all subparts, shall apply if the total compensation under the Agreement, including all change orders, exceeds one hundred fifty thousand dollars (\$150,000.00):

Clean Air Act and the Federal Water Pollution Control Act (42 U.S.C. §§ 7401-7671q and 33 U.S.C. §§ 1251-1387).

a. Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided through Pasco County, Florida.
4. Section 3 Clause
 - A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.
 - B. The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - C. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section

3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the contract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.

F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

b. Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided through Pasco County, Florida.

8. Debarment and Suspension

a. Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with Executive Orders 12549 and 12689, and 2 C.F.R. pt. 180, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Owner. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Lobbying Prohibition

a. No funds or other resources received under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

b. Required Certification. Contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2.If any funds other than Federal appropriated funds have been paid or will be paid to any person 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3.The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

10.Hatch Act

The Contractor agrees that funds provided, nor personnel employed under the Agreement, shall be in any way or any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

11.Conflict of Interest

The Contractor shall abide by the provisions of 24 C.F.R., 570.611 and 2 C.F.R., 200.112. The Contractor shall maintain no present or future financial interest, direct or indirect, which would

conflict in any manner or degree with the performance of services required under this Agreement as indicated in 2 C.F.R., 200.318.

12. Religious Activities

The Contractor agrees that funds provided will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization, in accordance with the Federal regulations specified in 24 C.F.R., 570.200(j).

13. Access to Records

a. Access to Records. The following access to records requirements apply to this contract:

(1) The Contractor, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, agrees to provide the Department of Economic Opportunity (DEO), the Chief Financial Officer of the State of Florida, The Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives, the Florida Division of Emergency Management, Owner, Pasco County, Florida, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions at reasonable times. "Reasonable" shall ordinarily mean during normal business hours of 8 a.m. to 5 p.m., local time, Monday through Friday.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide Pasco County, Florida or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Owner and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by Pasco County, Florida or the Comptroller General of the United States.

(5) The Contractor shall include the aforementioned recordkeeping requirements in all approved contracts, subcontracts, and assignments.

14. Bonding Requirements

The Contractor agrees that related contracts must include the required contract clauses outlined in 2 C.F.R. § 200.326 and Appendix 11; and if the contract is for construction or facility improvement it must also include the Federal bonding requirements 2 C.F.R. § 200.325.

15. Employment Eligibility Verification

a. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require the Contractor to: I. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subrecipient during the Agreement term; and,

ii. Include in all contracts under this Agreement the requirement that contractors, subcontractors, and consultants performing work or providing services pursuant to this Agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, and consultants during the term of the contract.

b. The Department of Homeland Security's E-Verify system can be found at: <http://www.uscis.gov/e-verify>

c. If the Contractor does not have an E-Verify MOU in effect, the Contractor must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

16. DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Pasco County, Florida pre-approval.

17. Compliance with Federal Law, Regulations, and Executive Orders

a. This is an acknowledgement that Pasco County, Florida financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, Pasco County, Florida policies, procedures, and directives.

18. No Obligation by Federal Government

a. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

19. Program Fraud and False or Fraudulent Statements or Related Acts

a. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

20. Procurement By Non-Competitive Proposals

a. Policy: i. It is the policy of BayCare Health System Inc. to follow the Uniform Federal Guidance 2 CFR 200.320 in regard to procurement by noncompetitive proposals (Sole Source Purchasing). Procurement by noncompetitive proposals is

procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply: (1)The item is available only from a single source

(2)The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation

(3)The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity

(4)After solicitation of several sources, competition is determined inadequate.

ii. The procurement must be necessary for the program, project, research or other circumstance supported by the grant; not reasonably available and accessible of the type normally charged as a direct cost to existing sponsored agreements and purchased in accordance with other Institutional policies and procedures.

21. In the Event of a Non-Emergent Procurement the PD/PI Should Complete:

a. **Cost Price Analysis Form** which includes contractor's total cost proposal or price to determine which are allowable, show their direct relation to the requirements and, reasonableness; and complete the related BayCare **Cost Analysis Worksheet** to support the proposed budget or quotation outlined in the Cost Price Analysis Form. Completion of these forms by the originating department will document that a Cost Analysis has been conducted.

b. If no additional vendors were available to conduct a comparison against using the Cost Price Analysis Form, please also complete and attach the **Sole Source Justification Form** .c.

Responsible Contractor Form: to document that any contractors have been reviewed and approved for their compliance with Uniform Guidance, Title 2, Subtitle A, Chapter II, Part 200, Subpart D, §200.318, section H. d. In addition, related contacts must include the required contract clauses outlined in 2 C.F.R. §200.326 & Appendix 11; and if the contract is for construction or facility improvement also include the Federal bonding requirements 2 C.F.R. § 200.325.

22. Build America Buy America Act (BABA)

a. The Contractor shall comply with the requirements under the Build America, Buy America Act when using Federal funds for the purchase of iron, steel, manufactured products, and construction materials permanently incorporated into infrastructure projects as applicable pursuant to the Build America, Buy America Act. All iron, steel, manufactured products

and construction materials used under a federally grant funded project must be produced in the United States as applicable pursuant BABA. The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award.

b. For purposes of this section:

i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

23. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. 2 C.F.R. § 200.321

a. Contractors will take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible.

b. Affirmative steps must include:

i. Placing qualified small and minority businesses women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take affirmative steps listed in paragraphs (i) through (v) of this section.

24. Compliance with Copeland "Anti-Kickback"

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate instructions may require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

25.Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.2 C.F.R. § 200.216

a.Under this Agreement, grant funds will not be obligated or expended to:(1)Procure or obtain;

(2)Extend or renew a contract to procure or obtain; or

(3)Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).A. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

B. Telecommunications or video surveillance services provided by such entities using such equipment.

C. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(4)In implementing the prohibition under Public Law 115-232, section 889, subsection(f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(5)For more information, See 2 C.F.R. § 200.471.

26.Historic Artifact Discovery

If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The applicant shall contact the Florida Department ofState, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

The terms in this Exhibit are hereby agreed upon by the Contractor as of this _____ day of _____, 2025.

Signed:

Print Name:

Title: _____

[END OF EXHIBIT]

CONTRACT DOCUMENTS
TECHNICAL SPECIFICATIONS
FOR



CITY OF ST. PETE BEACH

PROJECT NAME:
Storm System Cleaning and Inspection

PROJECT NUMBER:
148404110

DATE ISSUED:
June 2025

PROJECT OWNER:

City of St. Pete Beach
c/o Public Works Department
7581 Boca Ciega Dr
St. Pete Beach, Florida 33706
727-363-9254

PREPARED BY:

Kimley-Horn and Associates
200 Central Avenue, Suite 600
St. Petersburg, Florida 33701
727-498-2585
Registry No. 35106

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SECTION 1 - GENERAL

1.01 LOCATION OF THE WORK SITE AND ACCESS

Access to the work sites shall be over streets, and walkways. Any damage to existing pavement surface and base or other surface improvements outside the Contract Pay Limits, attributable to the Contractor's activities, shall be restored to like-new condition by the Contractor at the Contractor's expense.

The Project will take place throughout the City of St. Pete Beach (City) on the City's stormwater system. The stormwater system consists of approximately 18 miles of stormwater drainage pipe primarily consisting of 6-inch through 68-inch RCP.

1.02 SCOPE OF WORK

The Contractor shall furnish all labor, material, equipment, and incidentals necessary for the Stormwater System CCTV Inspection and Cleaning including, but not limited to, temporary pumping, maintenance of traffic, hydraulic root cutting and cleaning, heavy cleaning, removal of attached grease, and remote televising and recording of the stormwater infrastructure location and condition.

The work shall also include furnishing all labor, material, and equipment necessary for site restoration, including but not limited to materials, power, light, heat, fuel, water, tools, appliances, equipment, supplies, shop drawings, working drawings, fill replacement, landscaping, irrigation, grading, pavement repair and replacement, and pavement striping. The Contractor is responsible for obtaining all required permits necessary for the work, including all applications and review fees, other than those permits which may have already been obtained. The Contractor shall perform and complete the work in a speedy and efficient manner consistent with safety of life and property and to the satisfaction of the City, and in strict accordance with the Contract Documents. The Contractor shall repair or restore all structures and property damaged or disturbed during performance of the work.

The cost of incidental work described in this General Section, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made.

The Contractor shall be solely responsible for the means and methods of construction and the adequacy of his workmanship, materials and equipment.

1.03 PROJECT SUMMARY

Cleaning of the stormwater collection system is part of an emergency response as a result of Hurricane Helene where significant sand and sediment was deposited into the stormwater system, requiring cleaning. The goal of the program is to return the existing stormwater system to pre-storm conditions by cleaning and removing sand, grit, and debris from the system as a result of Hurricane Helene.

1.04 CONTRACT DRAWINGS AND SPECIFICATIONS

Where the Contract Drawings and Specifications are not in agreement, the Contract Drawings shall govern. The Contractor shall furnish all labor, equipment, and materials to construct the Project and all miscellaneous and appurtenant work complete in place as specifically described and included under said each Contract Pay Item as shown, specified, or directed by the Engineer in accordance with the obvious or expressed intent of the Contract.



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The Technical Specifications for the Project that reference FDOT-SSRBC (Florida Department of Transportation - Standard Specifications for Road and Bridge Construction) pertain to the most recent edition at the date of issuance of these Specifications.

1.04.01 COPIES FURNISHED TO CONTRACTOR

The Contractor shall furnish each of the subcontractors, manufacturers, and material men such copies of the Contract Documents as may be required for their work. Additional copies of the Contract Drawings and Specifications, when requested, may be furnished to the Contractor at cost of reproduction.

1.04.02 SUPPLEMENTARY DRAWINGS

When, in the opinion of the City, it becomes necessary to explain more fully the work to be done or to illustrate the work further or to show any changes which may be required, drawings known as Supplementary Drawings, with specifications pertaining thereto, will be prepared by the Engineer and the City and provided to the Contractor.

1.04.03 CONTRACTOR TO CHECK CONTRACT DRAWINGS AND DATA

The Contractor shall verify all dimensions, quantities and details shown on the Contract Drawings, Supplementary Drawings, Schedules, Specifications or other data received from the City or the Engineer and shall notify the City and Engineer of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction or improper operation resulting therefrom nor from rectifying such conditions at the Contractor's own expense. The Contractor shall assume all responsibility for the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract with approval by the City.

1.05 WORK ORDERS

Assets to be cleaned and CCTV inspected shall have a Work Orders issued on individual Work Order form(s) or a Worklist (tabular list of multiple Work Orders and associated assets in Excel/PDF format) and will establish the timeline for required commencement and completion of the Work. Work Orders or Worklist will be issued in City approved format and delivered either electronically or by hard copy to the Contractor.

Each individual Work Order form, or Work Order (spreadsheet row) in a Worklist, will contain the available pertinent information for the associated asset(s) such as Work Order number, the upstream and downstream access structure FID, pipe FID, nominal pipe diameter, approximate length of pipe, pipe material, and any other City comments describing requirements and specific directions for Work required.

Along with each individual Work Order form or Worklist, corresponding supplemental maps/drawings, which may consist of highlighted or notated Utility Atlas/GIS Map(s), will be issued to the Contractor showing the location of the assets, and any additional directions/requirements regarding the Work. The Contractor shall locate, uncover, and verify the access structures associated with each pipe segment to be



inspected prior to commencing Work. The Map(s) issued represent the best practical information available regarding the location and layout of the existing utilities. The Contractor shall refer to them for general location of utilities with respect to property lines. The accuracy of the utility location information and dimensions are not guaranteed. The Contractor shall verify location and size of all existing utilities prior to starting the Work. Other Work Order formats may be used as determined by the City.

Work Orders for various tasks may require prioritization by the City or authorized city agent. The Contractor shall accomplish the Work in accordance with a given chronological sequence and amend the sequence of outstanding Work Orders as the City or authorized city agent deems necessary. The City or authorized city agent shall notify the Contractor in writing of any such changes and unless notified otherwise, the Contractor shall proceed with the Work in the order in which it was issued.

The City shall supply a list in writing of all authorized city agents if applicable.

The Contractor's superintendent or other City approved representative may attend monthly meetings with the City to discuss scheduling and sequencing of Work and receive prioritization of outstanding and future Work issued by the City to the Contractor. The day and time of month for these meetings shall be agreed to at the pre-construction meeting prior to the Contractor starting Work on the Project.

1.06 ESTIMATED QUANTITIES

The estimated quantities for the unit price Pay Items listed in the Proposal are to be considered as representative only and are to be used for the comparison of Bids and Pay Items and determining amounts for which the Bid and Construction Bonds shall be furnished. Even though the unit prices tendered by the Contractor are tendered for the scheduled quantities, the scheduled quantities of work to be performed and materials to be furnished may each be increased or decreased without in any way invalidating the Bid unit prices for those Pay Items. The City reserves the right to vary the estimated quantities or to delete the Work and the corresponding Contract Pay Items from the Contract. The Contractor will be compensated for Work actually performed as described in the Work Orders or authorized by the City, all in accordance with the unit prices or lump sum prices contained in the Proposal. The Bidder shall quote in the Proposal a unit price or lump sum price for which he will perform the Work for each of the Contract Pay Items.

1.07 CONTRACTOR RESPONSIBILITIES

Contractor shall provide an Account Manager, who will be readily available during normal business hours to administer the Agreement. Contractor is responsible for notifying the City with any changes in account



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manager or other Key Personnel. Account Manager's responsibilities shall include, but are not limited to, overseeing all aspects of implementation, servicing, reporting, and issue resolution.

Contractor shall have the facilities, capabilities, equipment, and staff to support services for the term of the Agreement and all equipment shall meet federal, state and local laws.

Contractor shall be responsible for ensuring that Contractor's staff follow all established safety regulations pertaining to the work to be performed per OSHA and/or City standards.

Contractor shall immediately remove any workers from performing services who have been deemed by the City as incompetent or disorderly.

1.08 CITY RESPONSIBILITIES

City shall provide a single point of contact (City Project Manager) to administer the Agreement.

City Representative shall assist with planning, strategy and objectives prior to performance of the Work, to include notifying the contractor when services are required, providing the location and address and providing access to the work site.

City Representative shall promptly respond to issues and inquiries so as not to hinder the progress, completion, or compensation for the Work.

City shall be responsible for the removal of dried debris after the dewatering process. Disposal fees shall be paid for by the City.

1.09 FIELD ENGINEERING

The Contractor shall establish and provide all vertical and horizontal control points for this Project including benchmarks. The Contractor shall provide the field layout surveying necessary to properly construct the work as indicated on the Contract Drawings.

All field layout surveying shall be performed under the supervision of a Professional Land Surveyor (Chapter 472, Florida Statutes). The Contractor shall submit the name and registration number of Surveyor as directed by the Engineer. The Engineer reserves the right to check all survey staking and to require adjustments or re-staking by the Contractor in the event that conflicts, or errors are detected.

1.10 SAFEGUARDING SURVEY MARKS

The Contractor shall safeguard all existing property monuments, benchmarks, and other survey marks adjacent to and within the Project limits and shall bear the cost of re-establishing them if disturbed or destroyed.



1.11 INSPECTION AUTHORITY

The City or Engineer has ultimate responsibility for contract administration and inspection for this Project. The City or Engineer may assign field inspection responsibilities to a Design Professional and/or City Inspector. Each step of construction is subject to review and acceptance by the City or Engineer prior to proceeding with a subsequent step.

During the progress of the Work and up to the date of final acceptance, the Contractor shall at all times afford representatives of the City, the County, the State, the Department of Environmental Protection, the Department of Transportation, the Department of Labor, or any other agency with jurisdiction, every reasonable, safe, and proper facility for observation of the work done or being done at the site, and also the manufacture or preparation of materials and equipment at the place of such manufacture or preparation.

The Project line of authority will be presented at the Preconstruction Conference.

1.12 PROJECT WORK HOURS/FIELD SUPERVISION

Normal work hours for the Project are Monday through Friday, 7:00 AM to 4:30 PM, excluding City designated holidays. Any work that needs to be completed outside of normal working hours must be coordinated with the City.

The Contractor shall designate and keep on site at all times during the Work, a competent resident Superintendent, employed by the Contractor. Such designation shall be made at the pre-construction meeting and shall include pertinent data as to address, phone numbers, etc. where said

Superintendent may be contacted at any time of the day or night.

The Superintendent shall not be replaced without written notice and approval by the City except under extraordinary circumstances. Upon approval by the City of such change, all pertinent data (as stated previously in this section) shall be given by the Contractor to the City regarding the replacement.

The Superintendent will be the Contractor's representative at the site and shall have the authority to act on behalf of the Contractor. All communications given to the Superintendent shall be as binding as if given to the Contractor.

1.13 PROJECT SCHEDULE

The Contractor shall commence Work on each Work Order within 10 consecutive calendar days after it is received by the Contractor (unless such time is extended in writing by the City). The Work shall be performed uninterrupted until completed. The Contractor shall be deemed to have accepted responsibility for completion



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of all Work Orders by the contract term listed in the Agreement or the expiration of funds, whichever comes first, unless the Contractor notifies the City in writing within 10 consecutive calendar days after any Work Order is received by the Contractor.

The contractor's weekly crew locations shall be provided to the City in a City approved electronic file format and method (email) ahead of the start of any Work.

A Work Order with various tasks may require prioritization by the City. The Contractor shall accomplish the Work in accordance with a given specified sequence, if included in the Work Order, and amend the sequence of outstanding tasks as the City deems necessary. The City shall notify the Contractor in writing of any such changes and unless notified otherwise, the Contractor shall proceed with the Work in the order in which it was issued.

The City may order the Contractor to proceed with the Work at a faster rate or to add additional crew(s) should a backlog of Work Orders develop.

If the Work does not progress at a satisfactory rate, is otherwise deemed unsatisfactory by the City, or is not completed within the approved timeframe, the City in its sole discretion reserves the right to terminate the Contract and re-advertise the Work at any time. No additional compensation beyond the unit prices bid for Work completed will be allowed the Contractor because of such termination.

If the City requests the Contractor to perform Work outside of normal working hours as defined during the pre-construction meeting, the inspection fee will be waived and the Contractor compensated as provided under the General Conditions article headed "Changes in the Work."

1.14 MATERIALS AND EQUIPMENT

All materials, appliances, and types of construction shall be in accordance with the Technical Specifications and shall, in no event, be less than that necessary to conform to the requirements of any applicable laws, ordinances, and codes.

All materials and equipment to be incorporated into the Work shall be new, unused, and correctly designed. They shall be of standard first grade quality, produced by expert workmen, and be intended for the use for which they are offered. Materials or equipment which, in the opinion of the Engineer, are inferior or of a lower grade than indicated, specified, or required, will not be accepted.

Projects funded by the State Revolving Fund must comply with the requirements of the American Iron and Steel Requirement unless otherwise specified in the Contract Documents and approved by the Engineer.

1.15 MANUFACTURER

The names of proposed manufacturers, manufacturers' representatives, suppliers, and dealers who are to furnish materials, equipment, or other fittings, shall be submitted by the Contractor to the Engineer for review and acceptance.



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Such acceptance must be obtained before Shop Drawings will be accepted for review. All transactions with the manufacturer and subcontractors shall be through the Contractor.

Any two or more pieces of material or equipment of the same kind, type, or classification and being used for identical types of service, shall be made by the same manufacturer.

Projects funded by the State Revolving Fund must comply with the requirements of the American Iron and Steel Requirement unless otherwise specified in the Contract Documents and approved by the Engineer.

1.16 SAMPLES

The Contractor shall, when required, submit to the Engineer for review and acceptance, typical samples of material and appliances. The samples shall be properly identified by tags and shall be submitted sufficiently in advance of the time when they are to be incorporated into the Work so that rejections thereof will not cause delay. A letter of transmittal from the Contractor requesting approval shall accompany all such samples.

1.17 EQUIVALENT QUALITY

In the Contract Documents, whenever an article, material, apparatus, equipment, or process is called for by trade name or by name of a patentee, manufacturer, or dealer, or by reference to catalog of a manufacturer or dealer, it shall be understood as intending to mean and specify the article, material, apparatus, equipment, or process designated, or any equal thereto in quality, finish, design, efficiency, and durability, and equally serviceable for the purposes for which it is intended.

Whenever material or equipment is submitted for review as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether such material or equipment is equal to that specified shall be made by the Engineer.

Upon rejection of any material or equipment submitted as the equivalent of that specifically named in the Contract, the Contractor shall immediately proceed to furnish the designated material or equipment.

Neither the acceptance by the Engineer of alternate material or equipment as being equivalent to that specified, nor the furnishing of the material or equipment specified, shall in any way relieve the Contractor of responsibility for failure of the material or equipment, due to faulty design, material, or workmanship, to perform the functions required of them by the Contract Documents.

1.18 MATERIAL AND EQUIPMENT DELIVERY AND STORAGE

The Contractor shall deliver materials in ample quantities to ensure the most speedy and uninterrupted progress of the work to complete the work within the allotted time. The Contractor shall also coordinate deliveries to avoid delay in, or impediment of, the progress of the work of any related contractor. The Contractor shall provide space for storage of materials and equipment.

Pipe strung along roads and rights-of-way shall be placed in a manner that will not endanger or restrict pedestrian or vehicular traffic. Pipe strings shall not be allowed outside right-of-way limits.

1.19 SERVICE OF MANUFACTURER'S REPRESENTATIVE

The Contract amount shall include but is not limited to the cost of furnishing a competent and experienced representative of the equipment manufacturer who shall assist the Contractor, when required, to install, adjust, test, and place in operation the equipment in conformity with the Contract Documents. After the equipment is placed in



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operation, the representative shall make all adjustments and tests required by the Engineer to prove that the installed equipment is in proper and satisfactory operating condition. The representative shall instruct personnel as may be designated by the Engineer in the proper operation and maintenance of such equipment.

1.20 CONTAMINANTS CONTAINMENT/DISPOSITION

Prior to the installation of well points for dewatering, the Contractor shall visually inspect the work area for indications of existing ground water monitoring, wells, or metal caps at grade. The Contractor shall review the work area for monitoring wells or abandoned fuel tanks and shall notify the Engineer in writing if any of the above items exist.

During dewatering activities, contractor to test water for contaminants before discharge. If the water is odorous, contaminated, or discolored (excluding tannic acid or iron), the Contractor shall stop the dewatering activities and shall notify the Engineer in writing of such, and request direction.

When work activities encounter or expose any abnormal condition that may indicate the existence of a hazardous or toxic waste, work activities shall stop in the vicinity of the abnormal condition and the Contractor shall notify the Engineer immediately. The presence of tanks or barrels; discolored earth, metal, wood, or groundwater; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions that appear abnormal, may be signs of hazardous or toxic wastes and shall be treated with extraordinary caution.

Every effort shall be made by the Contractor to minimize the spread of any hazardous or toxic waste into uncontaminated areas.

The Contractor's operations shall not resume until directed in writing by the Engineer.

Disposition of the hazardous or toxic waste will be made in accordance with the requirements and regulations of any City, County, State, or Federal agency having jurisdiction.

1.21 PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION

The Contractor shall be responsible for prevention, control, and abatement of erosion, siltation, and water pollution resulting from construction of the Project until final acceptance of the Project.

The Contractor shall implement all appropriate turbidity management practices at the point of discharge into a storm sewer, gutter, or other conveyance to ensure that state water quality standards are not violated at the point where the storm drain, gutter, or other conveyance discharges into a surface water.

All necessary provisions shall be taken to ensure compliance with the water quality standards of the State of Florida. Attention is called to Chapter 62-302, Florida Administrative Code, and in particular, the requirements that turbidity shall not exceed 29 NTUs above background level. Adequate silt containment procedures and equipment shall be used to control turbidity, at no additional cost to the City.

1.22 MAINTENANCE OF STORM DRAINAGE SYSTEM

The Contractor shall be responsible at all times to maintain the operation of existing stormwater facilities, or, when existing stormwater facilities are removed, to provide equivalent capacity alternate forms of stormwater removal adequate to prevent upstream flooding in excess of existing conditions. This responsibility shall include but is not



limited to the installation of temporary connections, pumping, or other temporary means necessary until the new drainage system is fully operational.

1.23 SPILL OR DISCHARGE OF WASTEWATER OR RECLAIMED WATER

The spill or discharge of any substance (e.g., wastewater, fully or partially treated reclaimed water, line or tank washwater, etc.) by Contractor or its employees, agents or subcontractors in violation of applicable laws (“Discharge”) shall constitute a default of this Contract.

In the event of a Discharge, Contractor shall immediately:

- A. Report the Discharge to the City Representative and the City’s Public Works Department (727-363-9254)
-
- B. Control, contain, and stop the Discharge.
-

Within fifteen (15) days of a Discharge, the Contractor shall submit to the City a proposed corrective action plan for preventing future Discharges. Upon the City’s acceptance of a corrective action plan, Contractor’s compliance with such plan shall automatically become a term of the Contract. Contractor’s failure to comply with the corrective action plan, or Contractor’s failure to prepare a corrective action plan that is acceptable to the City, shall constitute a default of the Contract. Contractor’s compliance with a corrective action plan shall not relieve Contractor of liability for damages as set forth below. In the event of a conflict between the Contract and the corrective action plan, the Contract shall prevail.

In addition to Contractor’s indemnity obligations under the Contract that may arise in connection with a Discharge, Contractor agrees that the following damages will be readily ascertainable and that the appropriate remedy is the recovery of actual damages from Contractor. Such actual damages include: (i) damage to property (City and third-party) arising from a Discharge, (ii) fines imposed on the City by the Florida Department of Environmental Protection (“FDEP”), including fines imposed on the City pursuant to Consent Order OGC 16-1280 between the City and FDEP, and (iii) costs incurred by the City as a result of such Discharge, including costs imposed on the City pursuant to Consent Order OGC 16-1280 between the City and FDEP. In addition to those readily ascertainable damages set forth above, the Contractor acknowledges that the City will suffer other indirect damages (including reputational damages) due to a Discharge that are not readily ascertainable and agrees that the Contractor shall pay the aggregate amount of \$5,000 per Discharge to the City as agreed reasonable and proportionate liquidated damages, not as a penalty. The parties acknowledge that the recovery of liquidated damages and actual damages constitutes a combination of remedies rather than an impermissible election of remedies under Florida law.

The City shall deduct all damages owed by Contractor pursuant to this paragraph from amounts due to Contractor under the Contract. In the event that the amount owed to Contractor is less than the amount of damages Contractor is required to pay the City pursuant to this paragraph, Contractor shall remit the



amount of such damages owed to the City pursuant to this paragraph within ten (10) days after receipt of an invoice from the City.

The obligations and liabilities of Contractor resulting from a Discharge as set forth in this paragraph shall not limit Contractor's other obligations and liabilities set forth in the Contract or under applicable laws."

1.24 SEQUENCE OF OPERATION

1.24.01 GENERAL

The Sequence of Work shall in general conform to the following order:

1. The City or authorized city agent will determine the Work required and will issue the Contractor Work Orders authorizing cleaning and CCTV inspection work.
2. Upon receipt of the Work Orders from the City or authorized city agent and prior to commencing work, the Contractor shall obtain any applicable permits, private property entrance authorizations and develop and submit for approval a schedule for the Work detailing plans for pump around pumping and traffic control. Those pipe segments that are adjacent to each other shall be scheduled for cleaning and CCTV inspection at similar times to minimize the mobilization effort, pump around set-ups, and traffic control where feasible.
3. Perform neighborhood notification not less than 7 days prior to commencement of Work in the rights-of-way.
4. Perform pipe, and access structure cleaning and inspection in accordance with the requirements of the Technical Specification Section 20 – "CCTV Inspection and Pipe Cleaning".
5. Restore site to pre-inspection conditions.

1.24.02 MISCELLANEOUS

Utility Companies may be present on the work site adjusting their facilities and installing new facilities. The Contractor's work shall be scheduled in such a manner as to minimize conflicts with various utility companies.

The Contractor shall clean up the site for each phase of work in accordance with the Contract Documents and confine work and personnel to designated areas in accordance with the Specifications. Before proceeding to a subsequent phase of work, unless otherwise approved by the Engineer.

1.24.03 NO TIME EXTENSION

If the Engineer orders construction, or a phase of construction, to be stopped due to the Contractor's neglect to adhere to the Sequence of Operations as outlined herein, the Stop Work Order shall not constitute a basis for extension of time.

1.25 WORK IN STREETS AND HIGHWAYS



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All work within streets and highways shall be subject to the regulations and requirements of the City of St. Pete Beach, FDOT, and all other agencies with jurisdiction of the streets and highways in the work limits.

Methods and materials of construction used in restoration within such streets and highways shall conform to the requirements, inspection, and acceptance of the duly authorized representatives of the appropriate agency having jurisdiction. Restoration Work shall include but not be limited to: removal and replacement of pavement, sidewalk, curb, and gutter; replacement of storm sewer facilities; excavation and backfilling; and storage of materials and equipment.

1.26 WORK ON PRIVATE PROPERTY AND USE OF PREMISES

The Contractor shall not trespass upon or in any way disturb private property without first obtaining written permission from the City to do so. In the event that, in the opinion of the Contractor, obtaining a temporary construction easement outside the limits of the right-of-way, of City-owned property, or of the easement(s) obtained by the City is necessary or desirable, it shall be the sole responsibility of the Contractor to obtain such easement from the owner of the property. If such easement is obtained by the Contractor, it shall contain provision to hold the City harmless from any operations of the Contractor within the easement limits. The Contractor shall not conduct construction operations on private property outside the limits of the right-of-way, of City-owned property, or of the easement(s) obtained by the City unless a copy of the Temporary Construction Easement Agreement is filed with the Engineer. It shall be the Contractor's responsibility to work equipment around poles, trees, or other obstructions and to do so at his own expense. The Contractor shall ensure all employees have a badge or visible identification during any time that they on the project site or within private property. This identification must be worn so that it is readily recognized and readable to the public.

Upon completion of work in easements, the Contractor shall, at no additional expense, restore the property, including all fences or other structures disturbed by his operations, to the full satisfaction of the City and shall obtain from the City a written release stating that restoration has been satisfactorily made. A copy of the completed written release shall be furnished to the City prior to payment. All items within the street right-of-way or sewer easement shall be removed, or removed and replaced, or restored as directed by the City.

1.27 PERMITS

Construction projects performed for the City will require licenses and permits in the same manner as private construction projects within the City.

The Contractor shall secure, at his expense, all licenses and permits, and shall comply with all applicable laws, regulations, and codes as required by the State of Florida and/or the City of St. Pete Beach whether performed by the Contractor or by others. The Contractor must be registered to complete such work within Pinellas County.

1.28 FIELD OFFICE AND APPURTENANT STRUCTURES

No field office or appurtenant structures by the Contractor, any subcontractor, or any material supplier, will be allowed on the Project site.

Space on City property or rights-of-way proposed to be used for storage and a field office for the Contractor shall be approved by the Engineer prior to installation providing such uses will not interfere in any manner with the construction of the work or the operation of existing facilities.

1.29 CONTRACTOR'S SIGN



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No sign by the Contractor, any subcontractor, or any material supplier, will be allowed on the Project site.

1.30 MOBILIZATION

Mobilization shall include but is not limited to all preparatory work and operations necessary to begin the Project, including moving of personnel, equipment, traffic control, and all else necessary to commence work. The cost of bonds, insurance, shop drawings, and preconstruction expenses shall also be included.

If a separate Pay Item is included for mobilization, payment will be as specified for that Pay Item. If no Pay Item is included, costs for mobilization shall be included with the costs for the major Work items included in the Proposal.

1.31 WATER PURCHASE

Water used in connection with this Project must be coordinated with Pinellas County. Reclaimed water used in connection with this Project must be coordinated with the City.

1.32 TRAFFIC CONTROL

The Contractor shall provide required traffic controls under City observation. The Contractor shall notify the City's Project Manager a minimum of 2 working days prior to any construction affecting traffic flow. The Contractor shall be responsible for obtaining all permits required for the maintenance of traffic. A Maintenance of Traffic plan drawing shall be submitted for review by the Engineer prior to each lane closure or opening during construction. All traffic control devices must be in place prior to starting work. All traffic control devices utilized during construction shall be provided by the Contractor and meet the requirements set forth in the latest revision of U.S. Department of Transportation Federal Highway Administration's "Manual on Uniform Traffic Control Devices for Streets and Highways", the Florida State Department of Transportation's "Standard Plans for Road and Bridge Construction", and all applicable state and local requirements. The cost of traffic control devices shall not be paid separately but shall be included in the other prices/items in the contract. The cost of maintenance of traffic shall be incidental to the contract and not measured for payment.

Failure or refusal, on the part of the Contractor, to install, maintain and/or position traffic control devices promptly, fully, and in an acceptable manner, shall be sufficient cause for the City, after 24-hour notice, to perform the traffic control with its own organization, or to contract with any other individual, firm, or corporation to perform the required traffic control. All costs and expenses incurred thereby shall be charged against the defaulting Contractor, and the amount thereof deducted from any money due, or which may become due him, or shall be charged against the Contract Bond. Any Work performed as described by this paragraph, shall not relieve the Contractor in any way of his responsibility for the work performed by him.

The Contractor shall be responsible for maintaining local traffic at all times during all phases of this Project in a manner causing the least amount of inconvenience to abutting property owners. Work shall be performed so that vehicular traffic shall be maintained on with at least one 10-foot wide lane in each direction at all times. Temporary driveways, temporary roadways, or run around as may be necessary to provide vehicular access to and from the abutting properties shall be constructed, maintained, and subsequently removed by the Contractor as directed by the City. Temporary lanes shall be constructed with a minimum 1-inch thick asphaltic concrete surface over a 6-inch thick limerock base compacted to 98% of the maximum density in accordance with AASHTO T-180. The portion of the pavement not affected by the work shall be kept clear of all material and equipment. If at any time traffic has to be blocked (emergencies only), the Contractor shall notify the nearest fire, police departments and service departments.



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Failure of the Contractor to comply with any of the above traffic control requirements may result in issuance of a stop work order until the violation is corrected. The Contractor shall hold harmless the Owner and all its representation from all suits, actions, of claims of any character brought on account of any injuries or damages sustained by any person or persons or property in the performance of this contract.

All maintenance of traffic in the FDOT right-of-way shall be in accordance with FDOT requirements.

1.33 TREE PROTECTION

Particular care shall be taken by the Contractor to protect trees during construction by erecting approved barricades to prevent unnecessary damage to trunk and roots during construction. Such barriers shall protect the area within the dripline.

The Contractor shall prune all branches that interfere with construction in accordance with American Forestry Association Standards. Roots over 2-inch diameter shall be preserved wherever possible. If root pruning is required, roots shall be cut cleanly.

Temporary soil deposits, concrete block, concrete wash, or solvents shall not be placed within the dripline. The grade within the dripline shall be preserved. If adjacent grade is altered, protective measures such as those described in the Florida State Division of Forestry "Tree Protection Manual for Builders and Developers" shall be constructed to protect the tree(s) from deleterious effects of the grade change.

Where injury to branches is unavoidable, the branches shall be sawed off neatly at the trunk or main branch, and the cut area shall be painted with approved tree paint immediately.

1.34 TREE REMOVAL AND REPLACEMENT

The Contractor shall obtain any necessary tree removal permit, shall furnish and replace trees as required, and shall perform this work in a manner conforming to all applicable provisions of said regulations or permit.

The cost of tree removal and obtaining the tree removal permits shall be included in the cost of the appropriate associated Contract Pay Item under which the work is to be performed. The Contractor shall remove trees as required and approved by the Engineer whether or not said trees are shown on the Contract Drawings. Trees that must be removed, except for Australian pine, Brazilian pepper, punk, and other exempt species, shall be replaced as directed. Replacement trees shall be of native species at least 8-feet tall and at least 3-inch caliper diameter. Where damage to trees caused by Contractor results in the tree being damaged beyond saving, the Contractor, at no additional expense, shall remove the trees and make restitution to the City.

1.35 UTILITIES

Prior to construction, the Contractor shall familiarize himself with the location of all existing utilities and facilities within the Project Site. The Contractor must take the necessary precautions for the protection of any utility encountered on the Project or the restoration of any utility damaged during the work.

If excavation is required, The Contractor shall notify, at least 48 hours before breaking ground, all public or private service corporations having wire, poles, pipes, conduit, manholes, or other structures that may be affected by this operation, including all structures which are affected and not shown on these plans. Utility companies shall be contacted by calling the utility notification center "Sunshine 811" at 1-800-432-4770. Owners which are not members of the state's One Call service must be called directly. The City will furnish to the Contractor the available records of City utilities. The Contractor shall locate and mark all City utilities for his reference and for use by utility companies.



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The Contractor shall act as the City's agent for locating and marking City underground utilities within the Project limits, in accordance with the Florida Underground Facilities Damage Prevention and Safety Act (FS 556).

In all cases where existing utility lines may be interfered with by the work, the Contractor shall give a minimum of 48 hours' notice (excluding Saturdays, Sundays, and legal holidays) to the owners of such utilities to permit them to relocate the lines prior to construction. Existing utilities have been shown on the Contract Drawings insofar as information is reasonably available. However, it will be the Contractor's responsibility to preserve all existing utilities whether shown on the Contract Drawings or not. All maintenance, repair, and replacement of existing utilities shall be in accordance with the rules and regulations of the various utility companies having jurisdiction. All existing storm sewers, driveway drains, surface drainpipes and other property, removed or damaged during construction shall be repaired and reconnected by the Contractor as directed by the City at no additional cost to the City.

1.36 NEIGHBORHOOD NOTIFICATION

Not less than 7 days prior to the commencement of Work in the rights-of-way, the Contractor shall notify all residents and businesses along the construction route with an approved printed door hanger notice indicating the scheduled date of construction, the type of work, and the Contractor's and Superintendent's name, address, and telephone number. The notice shall contain wording indicating that the property owners or businesses should remove from the rights-of-way any bush, flower, planting, landscaping materials, etc., that they wish to save. The door hanger text and a list of residents and businesses to which the notification has been delivered shall be compiled and submitted to the City prior to the Contractor commencing Work in a particular block. After such notification, any such item remaining in the rights-of-way and requiring removal shall be removed and disposed of by the Contractor. Restoration of such items will not be required of the Contractor, except for sodding of disturbed yard and parkway areas. However, the Contractor shall exercise reasonable caution in order to avoid damaging such items where possible.

1.37 SHOP, FIELD, AND LABORATORY TESTING

The Engineer may require testing by certified personnel of certain materials to be incorporated in the Work, such as: soils density, pavement, concrete pipe and appurtenances, and welds.

In the event any such testing is required by the Engineer; a detailed description will be found in these Technical Specifications concerned with the specific item of Work.

Where reference is made for design mixes, tests of materials, or work performed, or where in the opinion of the Engineer, tests are required to ascertain compliance with the Specifications, the Contractor shall have such tests made by an approved testing laboratory. No additional payment will be made for these tests.

1.38 SALVAGED MATERIALS

The Contractor shall not proceed with demolition of existing materials or equipment without review and acceptance from the Engineer for the method of disposal.

All materials which are not returned to the City yard shall be disposed in an approved disposal site. The Engineer may request confirmation of the site's approval for disposal of the specific materials.



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Salvaged materials shall be loaded on Contractor trucks and returned to the Public Services yard at 7581 Boca Ciega Drive, St. Pete Beach, Florida. The City will designate the specific location at the yard for placement of salvaged materials by the Contractor.

The following materials shall be removed and returned by the Contractor: pumps and pump rails, and all other materials as directed by the Engineer.

1.39 TIME OF PERFORMANCE, SCHEDULING, AND LIQUIDATED DAMAGES

- A. Upon award of the contract, the Contractor shall CCTV at least three (3) segments or 1,000 feet of pipe, and perform at least four (4) access structure inspections, submitting the data to the City to verify that the CCTV database is compatible with the City's PACP and MACP Database, and the deliverables are acceptable to the City. The City shall verify acceptability of the deliverables within fifteen (15) business days of receipt. After the City verifies compatibility of the database, the City shall then issue to the Contractor a written "Notice to Proceed" including a date for commencement of work. The Contractor shall begin work on the date stated in the written "Notice To Proceed" (but no later than 10 calendar days after receipt) with an adequate force and sufficient resources to demonstrate due diligence in the performance of the contract.
- B. It is understood that the bidder may have other contracts with the City during the period of this contract. By bidding this work, the bidder is agreeing to provide an adequate number of crews in order to perform the work concurrently with due diligence and as specified in his approved schedule.

1.40 PRE-CONSTRUCTION MEETING

- A. **Following award of the contract and before starting any work the Contractor, job superintendent/project manager, and crew leader shall meet with the Owner. The Contractor will be notified of the date, time, and place of the meeting.**
- B. **Attendance:**
 - 1. **Owner**
 - 2. **Owners Inspector**
 - 3. **Engineer**
 - 4. **Contractor's Representative**
 - 5. **Contractor's Superintendent**
 - 6. **Major Subcontractors**
 - 7. **Major Suppliers**
 - 8. **Others, as appropriate**
- C. **Agenda:**
 - 1. **Distribution and discussion of:**
 - a. **List of Major Subcontractors and Suppliers.**
 - b. **Projected Construction Schedules.**
 - 2. **Critical Work Sequencing.**
 - 3. **Major Equipment Deliveries and Priorities.**



4. Project Coordination.
 - a. Designation of Responsible Personnel.
5. Procedures and processing of:
 - a. Field decisions.
 - b. Requests for Information.
 - c. Submittals.
 - d. Deliverables
 - e. Change Orders.
 - f. Applications for Payment.
6. Procedures for maintaining Record Documents.
 - a. FID Nomenclature and record keeping
7. Use of Premises:
 - a. Office, Work and Storage Areas.
 - b. Owner's Requirements.
8. Construction Facilities, Controls and Construction Aids.
9. Procedures for Reporting Sanitary Sewer Overflows (SSOs).
10. Temporary Utilities.

1.41 SUBSTANTIAL COMPLETION

The applicable items below must be accomplished in order to achieve Substantial Completion:

-
1. Entire stormwater system including access structures and pipelines have been cleaned and CCTV inspected.
 2. All inspection data has been provided in an approved format and accepted by the City.
 3. Utilities are properly functioning and operating normally.
 4. Contractor has met acceptance conditions of all permits.
 5. Project is accessible for intended use and by normal traffic.
-

1.42 PAYMENT

The City will pay the Contractor the Contract Price as provided in the Contract.

The City will make partial payments monthly as the Work proceeds based on accepted CCTV inspections. Payment requests shall be signed and submitted by the Contractor to the City Representative or designee as assigned at the pre-construction meeting.

The City will make payment to the Contractor not later than fifteen (15) business days after City approval of an of the Work performed by the Contractor. Partial payments will not be made more often than monthly.



It shall be the Contractor's responsibility at all times to monitor the total constructed quantities of all unit-priced Work and to promptly bring to the attention of the Engineer any Work which, if performed will approach, equal or exceed the total estimated quantity for the item(s) shown in the Purchase Order. Any Work performed by the Contractor in excess of the estimated quantity, without permission from the City or authorized city agent, may be done at the Contractor's expense.

If an improper payment request is submitted by the Contractor, the City shall notify the Contractor in writing and indicate the corrective action needed to make the payment request proper, within twenty (20) business days after receipt of the payment request by the City. Upon receipt of a corrected and proper request for payment, the City will make payment or notify the contractor in writing of corrective action needed, within ten (10) business days of receipt.

In the event this Article conflicts with the Local Government Prompt Payment Act, the provisions of such act shall control.

The City may, with prior notice to the Contractor, decline, reduce, or delay the processing of payment requests or, because of subsequently discovered evidence or subsequent observations, may nullify, delay or reduce the whole or any part of any payment previously issued, to such extent as may be necessary in the City's opinion to protect the City from loss because of one or more of the following conditions:

-
- A. Defective or damaged Work not being expediently remedied;
 - B. Third party claims filed or evidence indicating probable filing of such claims;
 - C. Written notice from the Surety that (i) its prior consent to the payment is revoked or (ii) that the City should withhold from the payment a specified amount (in addition to the regular retainage amount);
 - D. Evidence that the Work cannot be completed for the unpaid balance of the Contract;
 - E. Damage to the City or another contractor;
 - F. Persistent failure to carry out the Work in accordance with the Contract;
 - G. Persistent failure to comply with orders of the City;
 - H. Failure of the Contractor to accelerate its Work to get back on schedule.
-

When the above condition(s) are removed, payment shall be made for amounts withheld because of them.

1.43 CLOSE-OUT PROCEDURES

- A. Progress Meetings:** Project closeout will be completed in phases by Project. The Owner will



hold progress meetings at predetermined intervals, or as determined necessary by the Owner. Items covered in the meetings include the following.

1. **Punch List:** This list will detail all items requiring correction, repair, or improvements in order to be accepted. The Contractor will address these items within 7 calendar days or as specified by the Owner. Failure to complete punch list items will result in a stop work notice and delay of payment until completed to the satisfaction of the Owner.
2. **Reports and Submittals:** Final reports, post-tapes and other submittals previously described will be finalized and submitted.
3. **Review of the status of pay estimates.**
4. **Issue project worksheets, as necessary.**
5. **Work scheduling issues.**

1.44 PRE-QUALIFICATIONS

A. The successful low bidder must have an onsite field supervisor with a minimum five (5) years of experience specializing in the cleaning and televising of sewers. A foreman for each crew performing cleaning and television inspection with a minimum of five years of experience specializing in that type of work may be substituted for the onsite field supervisor requirement. The Contractor shall provide the names, titles, phone numbers and addresses of a minimum of two references that can be used to verify this experience. The references must be contract managers or persons of authority over cleaning and televising work performed by the Contractor.

1. The Contractor shall also provide 5 similar projects with cleaning and inspection equipment as proposed for this Project.
2. The Contractor must have foreman or supervisors meeting all pre-qualifications for the duration of the contract.

B. PACP, MACP Requirements

1. Current NASSCO PACP and MACP certification of all CCTV operators, working on this Project will be required for all CCTV work.
2. Database shall be an unmodified NASSCO-PACP (Current Version) Certified Access Database.
3. CCTV Software shall be NASSCO-PACP (Current Version) certified.
4. CCTV inspections (Video and Data Collected) will be conducted entirely in electronic format and uploaded to the consultant's online platform in NASSCO PACP/LACP Data Exchange Format (Version 7).

C. Asset Management and Viewing Software must:

1. Be provided to the City for use and enable the City to efficiently assess their stormwater collection system and to make decisions regarding its maintenance, rehabilitation, repair and replacement while documenting it.
2. Have a set of performance metrics and reports that are easily configurable to meet the requirements of the City.
3. Include the PACP coding and size of all stormwater lines within the Project
4. Enable the City to prepare work orders, view inputted photographs and videos of the



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collection system and/or individual segments or components.

- 5. Provide a database inventory of the collection system that can be queried and capable of report preparation.**
- 6. Allow full access to all tabular data while connected to, or disconnected from, the internet.**
7. Software package must include costs for software upgrades, licensing fees, maintenance and support fees for up to three (3) years.

1.45 REQUEST FOR SUPPLEMENTARY INFORMATION

- A. It shall be the responsibility of the Contractor to make timely requests of the City for supplemental information, which should be furnished by City under the terms of this contract, and as required in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved to avoid delay.
- B. Each request shall be in writing and list the various items and the latest day by which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after contract award and shall be as complete as possible at that time. The Contractor shall, if required, furnish promptly any assistance and information the City may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for all delays arising from failure to comply with this section.

1.46 PROPERTY DAMAGE

- A. The Contractor will be required to make repairs and/or clean the property immediately if there is any damage to private or public property caused by activities related to this contract.
- B. The Contractor shall immediately investigate any and all reports of backing up into fixtures served by the stormwater segment that is being cleaned or televised.

END OF SECTION



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SECTION 2 - PAY ITEM DESCRIPTIONS

2.01 SCOPE

The scope of this section of the Contract Documents is to further define the items included in each Pay Item in the Bid Form section of the Contract Documents. Payment will be made based on the specified items included in the description in this section for each Pay Item.

All contract prices included in the Bid Form section will be full compensation for all shop drawings, working drawings, labor, materials, tools, equipment and incidentals necessary to complete the construction as shown on the Contract Drawings and/or as specified in the Contract Documents to be performed under this Contract. Actual quantities of each item bid on a unit price basis will be determined upon completion of the construction in the manner set up for each item in this section of the Specifications. Payment for all items listed in the Bid Form will constitute full compensation for all work shown and/or specified to be performed under this Contract.

2.02 ESTIMATED QUANTITIES

The quantities shown are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made. The City does not assume any responsibility for the final quantities, nor shall the Contractor claim misunderstanding because of such estimate of quantities. Final payment will be made only for satisfactorily completed quantity of each item.

2.03 WORK OUTSIDE AUTHORIZED LIMITS

No payment will be made for work constructed outside the authorized limits of work.

2.04 MEASUREMENT STANDARDS

Unless otherwise specified for the particular items involved, all measurements of distance shall be taken horizontally or vertically.

2.05 AREA MEASUREMENTS

In the measurement of items to be paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the final dimensions measured along the surface of the completed work within the neat lines shown or designated.

2.06 LUMP SUM ITEMS

Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum items. Lump sum contracts shall be complete, tested and fully operable prior to request for final payment. Contractor may be required to provide a break-down of the lump sum totals.

2.07 PAY ITEM DESCRIPTIONS



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Separate payment will be made for the items of work described herein and listed on the Bid Form. Any related work not specifically listed but required for satisfactory completion of the work shall be considered to be included in the scope of the appropriate listed work items.

No separate payment will be made for the incidental items not included in the Pay Item descriptions. The cost to complete such work shall be included in the applicable Pay Item unit cost. Final payments shall not be requested by the Contractor or made by the City until as-built (record) drawings have been submitted and approved by the City. Incidental items include, but are not limited to:

1. Shop Drawings, Working Drawings.
2. Clearing, grubbing and grading except as hereinafter specified.
3. Trench excavation, including necessary pavement removal and rock removal, except as otherwise specified.
4. Dewatering, pumping, and disposal of surplus water.
5. Structural fill, backfill, and grading.
6. Replacement of unpaved roadways, and shrubbery plots.
7. Foundation and borrow materials, except as hereinafter specified.
8. Testing and placing system in operation.
9. Any material and equipment required to be installed and utilized for the tests.
10. Pipe, structures, pavement replacement, driveways and/or appurtenances included within the limits of lump sum work, unless otherwise shown.
11. Maintaining the existing quality of service during construction.
12. Appurtenant work as required for a complete and operable system.
13. Seeding and hydro mulching.
14. As-built Record Drawings, clean up, and miscellaneous work.
15. Maintenance of Traffic
16. Mobilization
17. Erosion and Sedimentation Control

PAY ITEM 1.01-1.24 – PIPE CLEANING AND CCTV INSPECTION

Payment for Pipe Cleaning and CCTV Inspection will be made per linear foot for the applicable pipe diameters listed in the Proposal, regardless of depth or overall length. Measurement will be from the access structure to the access structure. Payment shall include all materials, labor, equipment, and supplies necessary for; full segment CCTV inspection including any reverse setups where necessary dictated by field conditions; CCTV inspection data, video and log; normal cleaning which includes, but is not limited to the complete removal and disposal of all accumulated debris within the pipe including sludge, dirt, rocks, sand, rubble, and other materials and obstructions; restoration; and all other appurtenant work as specified. Payment also includes mobilization, demobilization, and customary traffic control.

PAY ITEM	DESCRIPTION	UNITS
1.01	6-INCH	LF
1.02	8-INCH	LF
1.03	10-INCH	LF
1.04	12-INCH	LF
1.05	15-INCH	LF
1.06	18-INCH	LF
1.07	21-INCH	LF
1.08	24-INCH	LF
1.09	30-INCH	LF
1.10	36-INCH	LF
1.11	41-INCH	LF
1.12	42-INCH	LF
1.13	48-INCH	LF
1.14	60-INCH	LF
1.15	12-INCH BY 18-INCH	LF
1.16	14-INCH BY 23-INCH	LF
1.17	15-INCH BY 21-INCH	LF
1.18	15-INCH BY 23-INCH	LF
1.19	19-INCH BY 30-INCH	LF
1.20	24-INCH BY 38-INCH	LF
1.21	29-INCH BY 45-INCH	LF
1.22	38-INCH BY 60-INCH	LF
1.23	43-INCH BY 68-INCH	LF
1.24	48-INCH BY 68-INCH	LF

PAY ITEM 2.01-2.24 – SPECIALTY CLEANING

Payment for Specialty Cleaning will be made per linear foot for the applicable pipe diameters listed in the Proposal, regardless of depth or overall length. Measurement will be based on a minimum of 50 linear feet of pipe, or the actual length of the Specialty Cleaning performed, but not necessarily for the entire pipe segment length. Specialty Cleaning of only joints within a pipe segment, or portion thereof, shall count as 2.5 feet of equivalent pipe length (For Example: 400 feet of 8" pipe with 5 ft joints, clean all joints = 80 joints x 2.5 ft = 200 feet of specialty cleaning). Equivalent joint length shall not be counted in addition to the length of a pipe segment, or portion thereof, where continuous Specialty Cleaning has been performed. Payment shall include all materials, labor, equipment, and supplies necessary for Specialty Cleaning of pipe, and specifically includes, but is not limited to; the complete removal and disposal of all accumulated debris within the pipe including grease, roots, joint sealant, tuberculation, and other adherent deposits through the use of special equipment; restoration; and all other appurtenant work as specified. Specialty Cleaning is in addition to Normal Cleaning which is covered under Pay Items 1.01 through 1.24 depending on the nature of the work. Payment also includes mobilization, demobilization, and customary traffic control.

PAY ITEM	DESCRIPTION	UNITS
2.01	6-INCH	LF
2.02	8-INCH	LF
2.03	10-INCH	LF
2.04	12-INCH	LF
2.05	15-INCH	LF
2.06	18-INCH	LF
2.07	21-INCH	LF
2.08	24-INCH	LF
2.09	30-INCH	LF
2.10	36-INCH	LF
2.11	41-INCH	LF
2.12	42-INCH	LF
2.13	48-INCH	LF
2.14	60-INCH	LF
2.15	12-INCH BY 18-INCH	LF
2.16	14-INCH BY 23-INCH	LF
2.17	15-INCH BY 21-INCH	LF
2.18	15-INCH BY 23-INCH	LF
2.19	19-INCH BY 30-INCH	LF
2.20	24-INCH BY 38-INCH	LF
2.21	29-INCH BY 45-INCH	LF
2.22	38-INCH BY 60-INCH	LF
2.23	43-INCH BY 68-INCH	LF
2.24	48-INCH BY 68-INCH	LF

PAY ITEM 3.01-3.02 – ACCESS STRUCTURE INSPECTION

Payment for all work included in this Pay Item will be made at the applicable Contract unit price bid for the pre- and post-cleaning Level 1 NASSCO inspection including additional Level 2 inspection fields (see Section 34 – NASSCO Access Structure Inspection) of each access structure inspected as listed on the Bid Form. Submittal shall include color CCTV footage exported electronically in a NASSCO MACP compliant format. Payment will be made for each access structure inspected and will represent full compensation for all labor, material, disposal, testing, and equipment required to complete these Pay Items.

PAY ITEM	DESCRIPTION	UNITS
3.01	MANHOLE	EA
3.02	CATCH BASIN	EA
3.03	CATCH BASIN BAFFLE BOX	EA
3.04	CURB INLET	EA
3.05	DROP INLET	EA

END OF SECTION



**Technical Specifications
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Storm System Cleaning and Inspection**

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SECTION 3 - SUBMITTALS

3.01 GENERAL

When used in the Contract Documents, the term "Shop Drawings" shall be considered to mean Contractor's plans for material and equipment which become an integral part of the Project. These drawings shall be complete and detailed. Shop Drawings shall consist of fabrication, drawings, setting drawings, schedule drawings, manufacturer's scale drawings, wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, performance data, and test data shall be considered only as supportive to required Shop Drawings as defined above.

Data on materials and equipment shall include, without limitation, materials and equipment lists, catalog sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data. Submittal distribution will be by electronic submittal as coordinated during the Preconstruction Conference.

3.02 CONTRACTOR RESPONSIBILITIES

The Contractor shall submit to the City and Engineer for review and acceptance: working drawings, shop drawings, test reports and data on materials and equipment, and material samples (hereinafter in this section called samples) as are required for the proper control of work, including, but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.

Drawings and schedules shall be checked and coordinated with the work of all trades involved before they are submitted for review by the City and the Engineer and shall bear the Contractor's stamp of approval and original signature as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval and original signature shall be returned to the Contractor for resubmission.

If drawings show variations from Contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility of executing the work in accordance with the Contract, even though such drawings have been reviewed.

For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name and address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.

All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the City along with the required shop drawings. The installation list shall include at least five installations where identical equipment has been installed and have been in operation for a period of at least one (1) year.



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No materials or equipment shall be ordered, fabricated or shipped or any work performed until the Engineer reviews and returns to the Contractor the submittals as acceptable according to the submittal review codes in Section 3.04.

3.03 SUBMITTAL NUMBERING

When submitting shop drawings or samples, utilize a unique numbering system of the Contractor's choice. Subsequent resubmittals of a revised submittal shall be denoted with a letter, A-Z, indicating the resubmission of the same drawing (i.e. A=2nd submission, B=3rd submission, C=4th submission, etc.).

An example of a submittal numbering would be as follows: Submittal No. 5A - HDPE Pipe 6.03

1. 5A is the second submission of the 5th shop drawing submitted for the project
2. HDPE Pipe is the subject of the submittal
3. 6.05 is the Specification Section for HDPE Pressure Pipe

3.04 SUBMITTAL REVIEW

Submittals shall be transmitted in sufficient time to allow the Engineer at least twenty (20) working days for review and processing. The review of shop drawings, data and samples will be for general conformance with the design concept and Contract Documents. An acceptance of a submittal shall be interpreted to mean that the Engineer has no specific objections to the submitted material, subject to conformance with the Contract Drawings and Specifications. This is not to be construed as permitting any departure from the Contract requirements, relieving the Contractor of responsibility for any errors, including details, dimensions, and materials, or approving departures from details furnished by the City, except as otherwise provided herein.

Submittals will be returned to the Contractor under one (1) of the following codes:

- A. "NO EXCEPTIONS TAKEN" is assigned when there are no notations or comments on the submittal. When returned under this code the Contractor may release the equipment and/or material for manufacture.
- B. "CORRECTIONS NOTED". This code is assigned when a confirmation of the notations and comments IS NOT required by the Contractor. The Contractor may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product.
- C. "REVISE AND RESUBMIT". This code is assigned when notations and comments are extensive enough to require a resubmittal of the package. The Contractor may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product. This resubmittal is to address all comments, omissions and non-conforming items that were noted. Resubmittal is to be received by the Engineer within 15 Calendar Days of the date of the Engineer's transmittal requiring the resubmittal.
- D. "REJECTED" is assigned when the submittal does not meet the intent of the Contract Documents. The Contractor must resubmit the entire package revised to bring the submittal into conformance. It may be necessary to resubmit using a different manufacturer/vendor to meet the Contract Documents.
- E. "Filed as Received" is assigned when the submittal is for informational purposes only. No review or comments will be provided by the Engineer.



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SECTION 7 - SURFACE RESTORATION

7.01 GENERAL

The Work in this section includes restoring and maintaining pavements and pavement bases, curbing, sidewalks, driveways, and grass surfaces that are disturbed, damaged, or destroyed during the course of the Work under this Contract.

The quality of workmanship and materials used in the restoration shall produce a surface equal to or better than the condition before the Work began.

Prior to restoration, the Contractor shall saw cut and remove all existing pavement within 2 feet of the edge of the excavation, or within such widths as may be ordered by the Engineer.

Compaction of soil and base materials shall be tested using the AASHTO T 180 method.

Surface restoration workmanship and materials shall conform to the applicable sections of the FDOT-SSRBC.

All dirt areas disturbed shall be restored with sod, unless otherwise specified.

7.02 ROADWAY RESTORATION

Where the installation of pipe or structures occurs within an existing roadway, the limits of excavation shall be saw cut leaving a straight and square edge. The upper portion of the trench backfill shall be replaced with a compacted shell, crushed (reclaimed) concrete, or limerock base as shown on the Contract Drawings, and paved to match the surrounding surface. Replacement base material shall be the same as the existing base. Roadway restoration shall conform to the detail for shown in the Contract Drawings.

7.03 TEMPORARY PAVEMENT

Immediately upon completion of backfilling, the pavement surfaces damaged or destroyed shall be temporarily restored by placing a shell (FDOT-SSRBC Section 911), crushed (reclaimed) concrete (FDOT-SSRBC Section 204 applicable sections), or limerock (FDOT-SSRBC Section 911) base on the backfilled, compacted subgrade, and an adequate temporary asphaltic patch as shown or as approved by the Engineer. Shell crushed (reclaimed) concrete, or limerock shall be used as a base for all bituminous pavements.

Temporary work shall be maintained in a suitable and safe condition for traffic until the permanent pavement is laid or until final acceptance of the Work.

7.04 SHELL BASE

Shell base shall be constructed on the prepared subgrade to not less than 98 percent of maximum density, in accordance with the requirements of FDOT-SSRBC Section 200. The minimum compacted thickness of shell base shall conform to the detail shown on the Contract Drawings.

7.05 LIMEROCK BASE



Limerock base shall be constructed on the prepared subgrade to not less than 98 percent of maximum density, in accordance with the requirements of FDOT-SSRBC Section 911. The minimum compacted thickness of limerock base shall conform to the detail shown on the Contract Drawings.

7.06 CRUSHED (RECLAIMED) CONCRETE BASE

Crushed (reclaimed) concrete base shall be constructed on the prepared subgrade to not less than 98 percent of maximum density, in accordance with the requirements of FDOT-SSRBC Section 204. The minimum compacted thickness of crushed (reclaimed) concrete base shall conform to detail shown on the Contract Drawings.

The minimum limerock bearing ratio (LBR) value shall be 150.

7.07 ASPHALTIC CONCRETE PAVEMENT

A prime coat shall be applied to the prepared base in accordance with FDOT-SSRBC Section 300 prior to permanent asphaltic concrete pavement.

Unless specified elsewhere, all permanent asphaltic concrete pavement replacement shall be constructed in accordance with the requirements of FDOT-SSRBC Sections 320, 330, 334, and 337. Surface types and compacted thickness shall conform to the detail shown on the Contract Drawings.

7.08 BRICK PAVEMENT

Construction of brick pavement shall follow the details as shown on the Contract Drawings and City standard practice using City standard paving brick or red clay brick conforming to ASTM C 32, Grade SS with City standard dimensions.

Brick street abutting asphalt pavement shall have a minimum 6-inch-wide flush Type A Header Curb.

7.09 CURB AND GUTTER

All permanent restoration of street curb, or curb and gutter, shall be of the same type and thickness as the curb, or curb and gutter, which abuts. The grade of the restored curb, or curb and gutter, shall conform to the grade of the existing adjacent curb, or curb and gutter, so that positive drainage is maintained.

7.10 CONCRETE SIDEWALK

The restoration and construction of concrete sidewalks shall conform to applicable requirements of FDOT-SSRBC Section 522 and the Contract Drawings and shall be constructed where shown on the Contract Drawings and directed by the City. Sidewalk expansion joints with bituminous filler shall be installed at a maximum of 50-foot intervals on center and struck joints shall be spaced equidistant with walk width (joints wider than 6 feet shall be spaced as directed by the City). Where new construction is to be tied into existing facilities, the old material is to be removed back to the nearest construction joint, or sawcut to a straight line as directed by the City or



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Engineer. The soil under sidewalks and driveways shall be compacted to 98 percent of the maximum density.

New sidewalks shall be 4 inches thick. Concrete pour for walk construction shall be made only on dampened subgrade. A soft broom finish shall be given the walk surface as directed by the Engineer.

Sidewalks crossing driveways shall be constructed according to the Specifications for concrete driveways.

Curb ramps for physically handicapped shall be constructed at all locations where sidewalks cross the curb or where directed by the Engineer. Those existing sidewalks which are removed to accomplish associated work as a part of this Project shall be replaced with a curb ramp when the sidewalk crosses the curb. The cost of curb ramps shall be included in the appropriate proposal item for sidewalk restoration.

Where sidewalks are replaced, the replacement shall be the full width of the walk and the minimum length shall be 60 inches. Restoration of adjacent lawn is incidental to sidewalk replacement and no separate payment will be made therefore.

7.11 HEXAGON BLOCK SIDEWALK

The restoration and construction of hexagon block sidewalks shall conform to the details shown on the Contract Drawings and City standard practice using City standard hexagon blocks.

The soil under sidewalks and driveways shall be compacted to 98 percent of the maximum density. New hexagon block sidewalks shall be 2 inches thick.

Curb ramps for physically handicapped shall be constructed at all locations where sidewalks cross the curb, or where directed by the City or Engineer. Those existing sidewalks which are removed to accomplish associated work as a part of this Project shall be replaced with a curb ramp when the sidewalk crosses the curb. The cost of curb ramps shall be included in the appropriate Pay Item for sidewalk restoration.

Where sidewalks are replaced, the replacement shall be the full width of the walk. Restoration of adjacent grass is incidental to sidewalk replacement and no separate payment will be made therefore.

7.12 DRIVEWAY AND PARKING LOT

Except as otherwise specified, all permanent restoration of base and surface of driveways, parking aprons, and sidewalks shall match the materials, thicknesses, elevations, lines, and grades of the existing construction, all to the Engineer's satisfaction. Patching of Portland cement driveway areas will not be allowed between joints or dummy joints.

For areas where streets are to be paved, or where more than 50 percent of the driveway apron is disturbed, concrete or brick driveways shall be replaced in kind. All other driveways, including shell and dirt, shall be restored with an asphalt concrete surface from the street to the property line or front of sidewalk, as directed by the City or Engineer.



All base compaction under driveways shall be to a minimum density of 98 percent of the maximum density.

7.13 DRIVEWAY - ASPHALT

Residential asphalt driveway restoration shall include 1-inch thick asphaltic concrete surface over 2 inches of compacted sand-asphalt hot mix base, or 5 inches of compacted limerock or shell base.

Commercial asphalt driveway restoration shall be constructed of 1-inch thick asphaltic concrete surface over 8 inches of limerock base compacted in 2 lifts.

7.14 DRIVEWAY - CONCRETE

The restoration and construction of concrete driveways shall conform to applicable requirements of FDOT-SSRBC Section 522 and the Contract Drawings and shall be constructed where shown on the Contract Drawings and directed by the City or Engineer.

Residential concrete driveway restoration shall be 5 inches thick and shall include placing a single layer of 6-inch by 6-inch wire mesh (WWF 6 x 6 - W1.4 x W1.4).

Commercial concrete driveways shall be 6 inches thick with a double layer of 6-inch by 6-inch wire mesh (WWF 6 x 6 - W1.4 x W1.4).

7.15 DRIVEWAY - PEAGRAVEL

Where less than 50 percent of the driveway apron is disturbed, pea gravel driveways shall be restored to match the existing driveway. Pea gravel driveway restoration shall include asphalt treated shell base 5 inches thick after compaction to a minimum density of 98 percent of the maximum.

7.16 DRIVEWAY - SHELL

Where less than 50 percent of the driveway apron is disturbed, shell driveways shall be restored to match the existing driveway. Shell driveway restoration shall be 5 inches thick after compaction to a minimum density of 98 percent.

7.17 GRASS

7.17.01 SODDING

Sod shall be planted as soon as practical after paving, pipeline, or other work has been completed. Sodding shall always be used over seeding.

All work and materials shall meet the applicable requirements FDOT-SSRBC Section 570 (Sodding).

Sodding shall be done as directed by the Engineer, using only material which, in the opinion of the Engineer, is healthy and free of weeds, and (unless specified otherwise by the Engineer)

of the same variety predominating at time of removal. Sod may be St. Augustine, Bahia, or other varieties as selected by the Engineer.

Sod shall be planted within 72 hours of being cut. Only moist, green sod having a virile root system may be planted. Sod shall be cut into adjacent sod to provide a smooth surface, and "top dressed" where necessary. Sod shall be rolled or tamped after planting to provide a uniform and consistent grade.

7.17.02 GRASS MAINTENANCE

The Contractor shall properly water and otherwise maintain all seeded and sodded areas for a minimum of 60 consecutive calendar days after completion of sodding operations. After the 60 days, and upon receipt of written request from the Contractor, the Engineer will inspect the areas for acceptance by the City. Any area that is washed or eroded, fails to show a uniform stand of healthy, vigorous grassing, or does not appear to be otherwise developing satisfactorily, shall be re-sodded and maintained until suitable for acceptance by the Engineer.

In the event that the stand of grass is found to be contaminated by weeds or other undesirable growth, the Contractor will be required to effectively eliminate such undesirable growth at his own expense.

7.18 EXPANSION JOINT MATERIAL

Expansion joint material for concrete pavement surfaces, including sidewalks and driveways, shall be the bituminous strip type, 1/2-inch thick, and shall conform to applicable requirements of FDOT-SSRBC Section 932.

END OF SECTION



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SECTION 20 – CCTV INSPECTION AND PIPE CLEANING

20.01 SCOPE OF WORK

The essential portions of the proposed Work for the Project are summarized as follows:

The Contractor shall furnish all labor, material, equipment, and services necessary for cleaning of the stormwater collection system components to facilitate proper Closed Circuit Television (CCTV) video inspection in accordance with National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) standards. The Work shall be completed at locations identified on the Work Orders issued by the City of St. Pete Beach and inside the service area, and shall include, but is not limited to: cleaning, removal, and disposal of all sand, rubble, deposits, and other accumulated debris in the pipe and access structures; Closed Circuit Television (CCTV) video inspection; maintenance of traffic; diversion of stormwater flows; project site cleanup and restoration; and all other incidentals as required and directed by the City to complete the Work.

The list of anticipated Work locations under the Initial Term of this Project is not inclusive and may change as the City's prioritization schedule changes; however, it may represent the areas where cleaning and CCTV inspections are anticipated to be assigned under this Project.

All City assets will be identified using the established facility identification code (FID) for all inspection reports, geographical exhibits, data sets, and asset management tasks. Assets may include, but not be limited to, access structures, piping, and conflict structures. Asset FIDs will be provided to the Contractor prior to the start of the inspection. Failure to utilize the FID could result in additional inspection at the Contractor's expense.

20.02 CLEANING OF STORMWATER COLLECTION SYSTEMS

A. GENERAL

The Work in this section includes cleaning of the stormwater collection system components prior to inspection to permit proper Closed Circuit Television (CCTV) video inspection. Stormwater collection system components shall be defined as access structures (including stormwater manholes, catch basins/grate inlets, curb inlets, and drop inlets) and stormwater pipe segments between two adjacent access structures.

The Contractor shall furnish all materials, labor, equipment, and services necessary for cleaning of stormwater collection systems including, but not limited to: traffic control, locating access structures, removal of roots and other materials that require the use of specialty equipment defined as specialty cleaning, disposal of waste and sediment, surface restoration, and cleanup of the Work site.

The Contractor is advised that this Contract requires work in active stormwater collection systems and shall follow all federal, state and local requirements for safety in confined spaces. The Contractor shall conform to all guidelines



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by the Occupational Safety and Health Administration (OSHA) Federal Regulations; 29 CFR Ch. XVII, Section 1910.146 Confined Space Entry.

B. SUBMITTALS

The Contractor shall submit the cleaning equipment product data to the City Representative in accordance with Specification Section 03 - "Submittals".

C. PRODUCTS

a) Cleaning Equipment

1. The collection systems shall be cleaned with industry standard truck-mounted high velocity hydro-cleaning equipment. No mechanical bucket machinery will be acceptable for the cleaning process. The equipment shall be provided with a minimum of 600 ft of one-inch ID high-pressure hose with a selection of high velocity nozzles, as required for the normal cleaning and specialty cleaning operations.
 2. The equipment shall have a minimum usable water capacity of 1000 gal. The pumps shall be capable of delivering a minimum 60 gpm at 3000 psi. Pressure to the nozzle shall be regulated by a relief valve, adjustable from 0 to 1,500 psi minimum. The nozzles shall produce a scouring action from 15 to 45 degrees in all size pipes to be cleaned. The equipment shall carry its own 1,000 gal water tank capable of holding corrosive or caustic cleaning or sanitizing chemicals, engines and pumps, and a hydraulically-driven hose reel. The equipment shall also include a high velocity washing hose for ancillary cleaning of the walls and floor of manholes. The hose shall have an adjustable nozzle capable of producing flow from a fine spray to a solid stream. All controls shall be located so that the equipment can be operated above ground.
 3. The Contractor shall provide equipment capable of removing all sand, dirt, rocks and other debris to allow unobstructed CCTV inspection of all internal pipe surfaces.
 4. The Contractor shall certify that backup cleaning equipment, including machines, devices, tools, etc., is available and can be delivered to the site within 24 hours.
 5. The Contractor shall provide specialty cleaning equipment capable of mechanically removing all attached, hardened and/ or cemented debris including, but not limited to, roots, grease, calcification, tuberculation, joint sealant, other hardened or tightly adherent deposits, etc. which cannot be removed by the use of industry standard high velocity hydro-cleaning equipment alone. Specialty equipment shall include, but is not limited to, a root saw, spring blade root cutter chuck or approved equal. The use of specialty cleaning equipment may be waived by the City Representative where the Contractor's personnel can enter the pipe and manual removal is acceptable.
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D. EXECUTION

a) Cleaning

1. After determining the preliminary requirements and the feasibility of effective CCTV inspection, the Contractor shall thoroughly clean all required access structures and pipe segments as required to permit an unrestricted inspection by industry standard CCTV inspection equipment. Particular emphasis shall be afforded the removal of accumulated grease, roots, sand, rocks, bricks, sludge and other debris so that the CCTV inspection will clearly show all portions of the pipe being inspected.

2. Acceptance of pipe segment cleaning shall be made upon the successful completion of the CCTV inspection and shall be defined as removing sufficient material to permit an unrestricted view of the pipe internal surfaces and to ensure an effective rehabilitation of the pipe segment, all to the satisfaction of the City Representative. If CCTV inspection shows the cleaning to be unsatisfactory, the Contractor shall be required to repeat the cleaning and CCTV inspection of the pipe segment at no additional cost to the City.
3. Except during drought conditions, water required for the cleaning will be provided by the City at locations to be specified by the City. The City shall furnish and install water meters at all points where water is drawn from the City's supply. The City will charge a fee for the water used. A backflow prevention device shall be used to prevent contamination of the potable water system. The Contractor is responsible for any damage resulting from improper operation of hydrants. Do not use or obstruct a fire hydrant when there is a fire in the area.
4. The Contractor shall not waste water from the public water supply because of improper connections or from hydrants left open.
5. The Contractor shall remove all bricks, rocks, debris, sludge, dirt, sand, grease, roots and other materials from the pipe segment ordered to be cleaned, and collect and remove the resulting debris from the downstream access structure of the pipe segment. Passing waste material between access structures, causing accumulations of sand, system stoppages, or damage to the pumping equipment shall not be permitted. When necessary, a dam trap or weir and screen shall be temporarily installed in the downstream access structure in such manner that debris and solids shall be trapped and retained for subsequent removal.
6. During hydro-cleaning, the Contractor shall restrict the flow level in the pipe to a maximum of 50 percent of the pipe diameter.
7. Waste and debris cleaned from the pipe segment shall be removed at the downstream access structure by pumps or other means. The discharge and drainage stream shall be returned downstream to the stormwater collection system for discharge. Under no circumstances shall stormwater or solids be dumped onto the ground surface, street, or into ditches, catch basins, grate inlets, curb inlets, or drop inlets. All solid and semi-solid debris resulting from the cleaning operations shall be removed from the site and properly disposed of. The contractor is responsible for transporting the debris and must properly dispose of excess water from the debris as required by disposal site.
8. Where access to manholes and access structures in easements and rights-of-way is required, the Contractor shall obtain permission from the homeowner for equipment access. Refer to the Technical Specification Section 01 – "General".
9. Barricades and warning signs shall be used in work areas and around open access structures. The Contractor shall furnish and maintain traffic controls and safety devices as required. Employ satisfactory precautions to protect the pipe and manholes from damage that might be inflicted by improper selection of the cleaning process or improper use of the equipment. Immediately notify City Representative if fresh soil, pieces of pipe, or other visible signs of potential problems occur during cleaning operation. When using hydraulically propelled devices, take precautions to ensure that the water pressure created does not cause damage or flooding to public or private property. Do not surcharge the stormwater beyond the elevation that could cause overflow.
10. The Contractor shall clean upstream reaches of the system before the downstream reaches are cleaned. Hydro-cleaning equipment shall typically be inserted in the downstream access structure of the pipe segment, and the cleaning work shall proceed from upstream to downstream. Winching equipment used shall not damage the pipe or access structure.

b) Cleaning Classification

1. Normal Cleaning includes the removal of sludge, sand, silt, rocks, gravel and other loose and non-adhering debris regardless of the amount in an unlimited number of passes and requires a minimum of two passes with the high velocity hydro-cleaning equipment. The first pass shall be restricted to 800 psi at the nozzle head. The second and subsequent passes shall be at 1200 psi.
2. Specialty Cleaning includes Normal Cleaning criteria and also consists of removal of all attached, hardened and/ or cemented debris including, but not limited to, roots, grease, calcification, tuberculation, joint sealant, other hardened

or tightly adherent deposits, etc. which cannot be removed by the use of industry standard high velocity hydro-cleaning equipment alone. Specialty Cleaning consists of an unlimited number of passes using specialty cleaning equipment (or other methods as approved by the City Representative) in conjunction with high velocity hydro-cleaning equipment. All pipes shall be restored to at least 95 percent of their nominal diameter. Joint sealant shall be removed to within ¼ inch of the pipe wall. Specialty Cleaning only for the removal of excessive joint sealant will generally not be required until just prior to lining of the pipe segment (if necessary), unless the joint sealant prevents the passage of the CCTV inspection equipment. Specialty Cleaning shall only be undertaken when specifically authorized by the City Representative.

c) Final Acceptance of Pipe Cleaning

Acceptance of pipe segment cleaning shall be made upon the successful review of the CCTV inspection by the City Representative. If the CCTV inspection shows the cleaning to be unsatisfactory, the Contractor shall be required to repeat the cleaning and CCTV inspection of the pipe segment until the cleaning is shown to be satisfactory. Such repeat cleaning and CCTV inspection shall be made at the Contractor's expense.

20.03 CLOSED CIRCUIT TELEVISION INSPECTION

A. GENERAL

The Work in this section includes Closed Circuit Television (CCTV) video inspection of the stormwater collection system pipe segments between adjacent access structures (including stormwater manholes, catch basins/grate inlets, curb inlets, and drop inlets). CCTV inspection shall be defined as video inspection of the pipe interior after cleaning. CCTV inspection shall identify the location of connections and pipe segment defects that may require rehabilitation.

The Contractor shall furnish all materials, labor, equipment, and services necessary for CCTV video inspection of the stormwater collection system pipe including, but not limited to: traffic control, locating access structures, delivery of video inspection data, surface restoration, and cleanup of the Work site.

The Contractor is advised that this Contract requires work in active stormwater collection systems and shall follow all federal, state and local requirements for safety in confined spaces. The Contractor shall conform to all guidelines by the Occupational Safety and Health Administration (OSHA) Federal Regulations; 29 CFR Ch. XVII, Section 1910.146 Confined Space Entry.

B. QUALIFICATIONS

CCTV inspections shall be in accordance with the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) standards and performed by NASSCO PACP certified inspectors. The Contractor shall have experience in the CCTV inspection of vitrified clay pipe, concrete pipe, PVC and other pipe materials typically found in stormwater collection systems.

C. SUBMITTALS

Submitted CCTV inspections become the property of the City. The Contractor shall maintain a master copy of all CCTV inspection data until final acceptance of the project. The CCTV inspection video shall not be edited. The Contractor shall submit the following to the City Representative in accordance with Specification 02 – “Submittals”.

1. A complete listing of the number of and each major equipment type, including product brand name and product manufacturer, to be employed by the Contractor/Subcontractor. All equipment manufacturer's operational guidelines for the equipment to be used.
2. All final video and data from CCTV inspection surveys where payment is being requested shall be furnished on a portable Universal Serial Bus (USB) hard drive along with PDF reports of inspection surveys and be exported in a NASSCO PACP/LACP Data Exchange Format geodatabase Version 7 (PACPV7.gdb).
3. Prior to the beginning of any work, a sample PACP/OMACP database and video demonstrating compliance with the requirements above shall be submitted to the City Representative

D. PRODUCTS

a) Equipment

1. **CCTV Equipment:** Select and use CCTV equipment that shall produce a high quality color video.
2. **Pipe Inspection Camera:** Produce a video using a pan-and-tilt, radial viewing, pipe inspection camera that pans $\pm$ 275 degrees and rotates 360 degrees. Use a camera with an accurate footage counter, which displays on the monitor the exact distance of the camera from the centerline of the starting manhole. Use a camera with camera height adjustment so that the camera lens is always centered at one-half the inside diameter in the pipe being televised. Only self-propelled cameras shall be used to provide an unobstructed view of the pipe. Provide a lighting system that allows the features and condition of the pipe to be clearly seen. A reflector in front of the camera may be required to enhance lighting in dark or large diameter pipe. The camera shall be operative in 100 percent humidity conditions. The camera, television monitor and other components of the video system shall be capable of producing a minimum 700-line resolution colored video picture. Picture quality and definition shall be to the satisfaction of the City Representative, if unsatisfactory, equipment shall be removed and no payment made for an unsatisfactory inspection.
3. **Video:** Video shall be recorded and exported to a digital online database (PACPV7.gdb) and on a portable USB hard drive, as required by the City Representative.
 - a. Only one pipe segment inspection shall be permitted in each video file. The Contractor shall not be permitted to start a portion of a televised segment on one video file and finish on another. Reverse inspections shall be included in the same video file or may be in a separate video file.
 - b. Data exported to the digital online database shall include at minimum the following information:
 - 1) Project Name, Work Order Number and Site Location
 - 2) Contractor's name
 - 3) Video Filenames
 - 4) Date Submitted
4. The Contractor shall provide with each video an up-to-date PACP compliant report that shall include the header data, pipe defects, service connections, and PACP Condition Grading System ratings for the structural and operational & maintenance defects.
5. The Contractor shall provide a detailed header at the beginning of each video file and log sheet. At a minimum the header shall include:
 - a. Project Name, Project Number and Site Location
 - b. Contractor's Name
 - c. Operator's Name and PACP Certification Number

- d. Inspection Date
- e. Lift Station Basin Number (if applicable)
- f. Storm Pipe FID
- g. Upstream and Downstream access structure FID
- h. Street Name and Number (Mainline Inspections Only)
- i. Upstream and Downstream Rim to Pipe Invert Depth (Mainline Inspections Only)
- j. Upstream and Downstream Grade to Pipe Invert Depth (Mainline Inspections Only)
- k. Survey Direction (Upstream or Downstream)
- l. Method of Flow Control (Not controlled, bypass, or plugging)
- m. Pipe Shape and Size
- n. Pipe Total Length
- o. Pipe Surveyed Length
- p. Pipe Joint Length
- q. Pipe Material
- r. All concurrent data as outlined above for any reverse set ups with linking identifier as determined the City or authorized city agent.

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- 7. The Contractor shall superimpose a footage counter on the screen that runs continuously during the course of each video file.**
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E. EXECUTION

a) Televising

1. After completion of cleaning in accordance with the requirements of Technical Specification headed "Cleaning of Stormwater Collection Systems", conduct CCTV inspection of the pipe segment to document the condition of the pipe segment. The CCTV inspections shall be of sufficient quality to evaluate the condition of the pipe in accordance with NASSCO PACP standards, locate existing connections, and verify cleaning.
2. Perform CCTV inspection of pipe segments as follows:
 - a. Perform post-cleaning CCTV inspection immediately after pipe cleaning and before any pipe rehabilitation work. Verify that the pipe is clean.
 - b. Videos shall pan beginning and ending access structures including pipe connection area to demonstrate that all debris has been removed. Camera operator shall slowly pan each connection, significant defects, clamped joints, and pipe material transitions.
 - c. The accuracy of the measurements for location of defects, connections, etc. cannot be stressed too strongly. Marking on cable, or the like, which would require interpolation for depth of manhole, shall not be allowed. The footage measurement device shall be accurate to one-tenth of a foot over the entire length of the pipe segment being inspected. Prior to recording the location of a defect, connection, etc., slack in the cable of the CCTV inspection camera shall be taken up to assure the measuring device is designating proper footage. Accuracy of the measurement device shall be checked daily by use of a walking meter, roll-a-tape, or other suitable means.
 - d. Camera distortions, inadequate lighting, dirty lens, blurred/ hazy picture, or excessive debris, or excessive water depth shall be cause for rejection of the CCTV inspection for that pipe segment. Any pipe segment CCTV inspection deemed unacceptable by the City Representative shall be re-televised and a new video and report provided by the Contractor at no additional cost to the City. Payment for CCTV inspection and subsequent rehabilitation shall not be made until the City Representative approves the quality of the video and logs.
3. CCTV inspection video shall be continuous for a pipe segment between access structures. Do not leave gaps in the video of a segment between structures and do not show a single segment on more than one video, unless specifically allowed by the City Representative.

4. Where access to structures in easements and rights-of-way is required, the Contractor shall obtain permission from the homeowner for equipment access. Refer to Specification 01 – “General”.
5. The Contractor shall notify the City Representative of locations or pipe segments with defect scores of 5 to allow for prompt repair or replacement of the defective pipe.
6. During an inspection, unknown storm pipe segments or those without provided FIDs, shall receive a temporary designation in which the pipe segment was inspected. The first unknown pipe segment shall receive the temporary designation GM0001. The 2nd unknown pipe segment shall receive the temporary designation GM0002. Continue this naming convention for each additional unknown storm pipe segment or those without provided FIDs. A new inspection shall be started for each pipe segment. The City will assign a permanent number at a later date.
7. In the event an unknown access structure is discovered during an inspection, the unknown access structure between upstream IN0021 and downstream IN0022 shall receive a temporary designation of INA0021. A 2nd manhole found between the above access structures would be designated as INB0021. A new inspection shall be started for each pipe segment. The City will assign a permanent number at a later date.

b) Flow Control

1. Perform CCTV inspection of one pipe segment at a time. Adequately control the flow in the segment being televised. The Contractor shall use pipe plugs in the upstream access structure to control the depth of flow where feasible. Do not exceed the depth of flow as follows:

Pipe Diameter	Depth of Flow (<u>Inches</u>) (<u>Percent of Pipe Diameter</u>)
6 - 10	10
12 - 24	15
>24	20

2. If the stormwater flow depth exceeds the maximum allowable during the CCTV inspection of a pipe segment, reduce the flow depth to an acceptable level by performing the CCTV inspection during minimum flow hours, by high-velocity jet nozzle or other acceptable dewatering means. Video made while floating the camera is not acceptable.

c) Passage of CCTV Camera

1. Do not propel the television camera through the pipe segment at a speed greater than 30 feet per minute and no slower than 15 feet per minute unless the inspection is stopped for service connection or defect viewing.
2. If the camera is unable to pass an obstruction during CCTV inspection of a pipe segment, televise the segment from the other direction (reverse setup) in order to obtain a complete CCTV inspection of the segment.
 - a. When the camera is proceeding in the opposite direction in order to survey on either side of an obstruction and a second obstruction is encountered away from the first obstruction, the inspection may be terminated and the Contractor shall be paid for the length of the pipe segment inspected.
 - b. The City Representative makes no guarantee that pipe segments specified for CCTV inspection are clear for the passage of the Contractor’s cleaning and CCTV equipment. Select the appropriate equipment, tools, and methods for securing safe passage of the equipment. The Contractor shall be responsible for all costs associated with the retrieval of cleaning and CCTV inspection equipment that become stuck in the system. These costs include, but are not limited to, CCTV inspection equipment and any resultant restoration, all in accordance with City standards. The City reserves the right to remove the Contractor’s stuck equipment from the system if the Contractor fails to do so in a timely manner. All costs incurred by the City to remove the

Contractor's stuck equipment from the system shall be paid by the Contractor.

3. Report any variations between previous reported (existing data) conditions and the actual conditions encountered to the City Representative.
4. Provide a full 360-degree view of pipe, joints, defects and service connections. Conduct CCTV inspection separately from cleaning operations in order to provide a clear view unobstructed by splashing or dripping.

d) CCTV Inspection Data Submission Requirements

1. The Contractor shall upload all data in NASSCO PACP/MACP format to the City provided Info360 Asset geodatabase. The Contractor will be provided a dedicated login with appropriate field access permissions, enabling them to upload inspection data and media directly into the system.
2. The Contractor shall upload three (3) draft inspection reports to the Info360 Asset geodatabase for review by City/Engineer. Upon review and approval of the geodatabase submission data the Contractor may submit inspection reports as the data is collected or at minimum on a monthly basis.
3. All CCTV inspections shall be performed referencing the City's correct wastewater asset FIDs and use City standard file naming conventions. The City Representative may provide the City's asset master list to the Contractor (where requested). The Contractor may not alter or edit the City's asset master list without prior approval from the City Representative. All CCTV inspections shall be created referencing the City's stormwater basin as the drainage area. All asset names and format used shall match City FID within the City's asset master list or Plans. Where asset names on maps (which may reference older style name ids) conflict with asset names on Work Orders or Worklist, the Work Order or Worklist name shall govern.
4. The CCTV inspection video files shall be encoded using MPEG1 or MPEG2 standards, or other as approved by City in writing, and shall be capable of producing a minimum 700 line resolution

color video picture, 30 frames per second, and bitrate of 1.5 megabit per second. Extraneous video coverage before and after the completion of the pipe segment CCTV inspection shall be edited out by the Contractor to minimize the size of the associated digital video file.

5. Once inspections are completed and data is reconciled, an additional database must be exported in the universally compatible format (PACPv7.gdb) and included in the final deliverable package.

e) Field Quality Control

1. Contractor shall not allow debris to be released from the stormwater system onto streets into ditches, catch basins/grate inlets, curb inlets, drop inlets, stormwater manholes, etc.
2. Acceptance of pipe cleaning and rehabilitation work is contingent upon the successful completion of the CCTV inspection. If the CCTV inspection video is not acceptable or shows that debris, solids, sand, grease, or grit remains in the pipe, the CCTV inspection and/ or cleaning shall be considered unsatisfactory. The cleaning and CCTV inspection of the pipe segment shall be repeated at the Contractor's expense until it is satisfactory.

END OF SECTION



Technical Specifications
Section 20 – CCTV Inspection and Pipe Cleaning
Storm System Cleaning and Inspection

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SECTION 34 – NASSCO ACCESS STRUCTURE INSPECTION

34.01 GENERAL

-
- A. The Contractor shall perform visual inspections of the existing stormwater access structures (access structure) and record any defect discovered. The visual inspection shall include surface photo, cover and frame, chimney, walls, invert, and all appurtenances.
 - B. The nature of the inspections shall be to verify the physical condition of the access structures and to provide a permanent record of the existing condition as it relates to dimensions, materials, obstructions, breakage, connections, and deterioration. Inspections may be performed by personnel entry or from the surface utilizing pole mounted camera equipment to visually inspect the chimney, cone, wall, bench, pipe seals and invert conditions, and conditions of connecting pipes.
 - C. All City assets will be identified using the established facility identification code (FID) for all inspection reports, geographical exhibits, data sets and asset management tasks. Assets may include, but not be limited to, stormwater manholes, catch basins/ grate inlets, curb inlets, drop inlets, stormwater drainage piping, and conflict structures. Asset FIDs will be provided to the Contractor prior to the start of inspection. Failure to utilize the FID could result in additional inspection at the Contractors expense.
-

34.02 REQUIREMENTS

- A. The Contractor shall inspect the access structure surroundings and the structure interior using visual means and a digital camera for documentation.
- B. All inspections shall be recorded.
- C. All inspection forms shall be scanned and submitted as .PDF files.
- D. All inspection data shall be entered into a NASSCO Manhole Assessment Certification Program (MACP) compliant geodatabase per Specification Section 20 “CCTV Inspection and Pipe Cleaning”.
- E. The inspection photographs, report documents, and inspection database shall be in accordance with the specifications and NASSCO MACP.
- F. Contractor shall maintain a copy of all report materials. The Contractor shall provide comments as necessary to fully describe the existing condition of the access structure on the inspection forms.
- G. Contractor shall be responsible for modifications to equipment and/or inspection procedures to achieve City report requirements.
- H. No Work shall commence prior to approval of the submitted materials by the City. Once accepted, the report materials shall serve as a standard for the remaining work.

34.03 QUALITY ASSURANCE

- A. Use of PACP/MACP certified technicians to review/document defects in the office (post process) is



acceptable.

-
- B. The CCTV Contractor must have an internal quality assurance/quality control (QA/QC) program in place and all inspection data shall be subjected to the procedures prior to submittal to the City. The City will perform QA/QC audits on submitted data.
-
- C. QA/QC shall be performed by NASSCO MACP and PACP certified personnel.
-

34.04 SHOP DRAWINGS AND SUBMITTALS

- A. Submittals shall be submitted to the City for review and acceptance prior to construction in accordance with Specification Section 03 - Submittals.
-
- B. The above deliverables shall be submitted to the City for approval.
-
- C. The manhole inspection reports and database shall be in accordance with the specifications and NASSCO MACP.
-

34.05 NOTIFICATION

The Contractor shall notify the City a minimum of 48-hours prior to performing any inspection work. The City may be present during part or all of the inspections. No payment will be made for inspections performed without proper schedule notification.

34.06 EXECUTION

- A. The inspection crew shall mobilize to the site of the access structure inspection and immediately establish traffic control measures per City of St. Pete Beach and Florida Department of Transportation (FDOT) requirements as well as any measures required to protect pedestrians. The crew shall inspect each manhole and record required information.
-
- B. All access structures shall be located. Metal detectors shall be used to locate buried access structures. Once a buried access structure has been located, it shall be marked with paint and/or flagging, if necessary. All pertinent information available shall be recorded including area photo, address, etc. Contractor shall notify the City weekly with a list of those access structures that could not be fully inspected due to access issues. The City may arrange to have some or all these access structures exposed, or otherwise made accessible for full inspection. The City will notify Contractor of the status and may authorize re-inspection.
-

34.07 MANDATORY INSPECTION HEADER INFORMATION

Once the access structure is located, all Level 1 MACP fields and the additional Level 2 MACP fields identified below shall be recorded on the inspection form. All available information shall be collected and recorded for those access structures that are buried, could not open, surcharged, etc.

Mandatory Level 1 MACP Fields:

1. Surveyed By
2. Certifications Number
3. Date



Technical Specifications
Section 20 – CCTV Inspection and Pipe Cleaning
Storm System Cleaning and Inspection

4. **Time**
5. **Sheet Number**
6. **Purpose of Survey**
7. **Inspection Level**
8. **Inspection Status (using approved MACP codes)**
9. **Drainage Area**
10. **MH/Access Point Number**
11. **Street**
12. **City**
13. **Access type (using approved MACP codes)**
14. **Northing**
15. **Easting**
16. **Elevation**
17. **Coordinate System**
18. **Vertical Datum**
19. **GPS Accuracy**

Additional Level 2 MACP Fields:

1. Pre-Cleaning
2. Location Code
3. Surface Type
4. Evidence of Surcharge
5. Rim to Invert
6. Rim to Lowest Point
7. Rim to Grade

34.08 ACCESS STRUCTURE COMPONENT OBSERVATIONS

The inspection crew shall complete all Level 1 fields and the additional Level 2 MACP fields identified below and shall be recorded within the manhole component/observation section of the inspection form. The following information shall be collected:

Mandatory Level 1 MACP Fields:

1. Cover/Frame Fit
2. Cover Condition
3. Ring Type
4. Ring Condition
5. Frame Condition
6. Frame Offset Distance
7. Chimney Condition
8. Cone Condition
9. Wall Diameter
10. Wall by Size (Width)
11. Wall Condition

12. Bench Condition
13. Channel Condition
14. Additional Component Information
15. Other Manhole Appurtenances

Additional Level 2 MACP Fields:

1. Type
2. Shape
3. Size (Circular Covers)
4. Size Width (Non-Circular Covers)
5. Cover Material
6. Wall Material
7. Wall Depth
8. Bench Present
9. Channel Installed

34.09 ACCESS STRUCTURE INTERIOR INSPECTION

The inspection crew shall determine the types of defects within the access structure, document each defect on the manhole form and take a photograph of each defect. The access structure chimney, cone, wall, bench, and channel shall be inspected for structural integrity, signs of I/I and the presence of roots. All documentation shall follow NASSCO MACP standards. Each defect will be documented on the inspection form with the following information:

1. Defect number
2. Component of manhole containing defect
3. Defect code (using approved MACP codes)
4. Image Reference (using City approved file naming structure)

34.10 CONNECTING PIPE DETAILS

Each pipe entering and exiting the access structure shall be photographed where possible and inspected to determine diameter, pipe material, debris levels, and rim to invert distance (to 0.1-feet). The following Level 2 MACP pipe connection fields will be included:

1. Clock Position
2. Rim to invert distance
3. Pipe direction (incoming or outgoing)
4. Pipe material (using PACP codes)
5. Pipe Shape
6. Pipe Height (Diameter)
7. Pipe Width
8. Rim to invert distance (measured to nearest 1/10th of a foot)
9. Connecting structure number
10. Pipe seal condition (using approved MACP codes)
11. Observed pipe defects, obstructions, roots, etc. (using PACP codes)

34.11 ACCESS STRUCTURE SKETCH, MAP UPDATE, AND NOTES



Technical Specifications
Section 20 – CCTV Inspection and Pipe Cleaning
Storm System Cleaning and Inspection

The inspection crew shall complete the manhole plan view sketch noting all connecting pipes. Any special observations or notes may be added to the profile sketch on the field form. Influent and effluent lines in each access structure shall be compared to the existing map and corrections noted in the sketch section of the field form.

34.12 NOTIFICATION OF EMERGENCY CONDITIONS

Inspection crews shall immediately notify the City and/or on-site inspector of any defects posing imminent danger to the public (missing lids, covers broken during inspection, sink holes, etc.) and any observed pipe blockages or potential overflow conditions.

34.13 COMPLETION

Once the inspection is complete the field crew shall make certain the ring is clean and does not have any debris preventing a proper cover fit. The access structure lid shall be replaced, and any displaced items moved back into place.

A list of access structures that could not be fully inspected, along with the problem explanation, shall be forwarded to the City weekly throughout the inspection work. If the Contractor has completed accessible inspections, and the City authorizes, then Contractor may be required to re-mobilize at the same unit price and complete the requested inspections. All re-inspections will be at the same contracted unit price. Any map updates shall be consolidated and forwarded to the City with the submitted inspections.

34.14 PHOTOGRAPH REQUIREMENTS

A. During each inspection the following series of photographs shall be taken:

-
- 1. Photograph:** During the inspection, a photograph shall be taken of the access structure cover showing location within the roadway, shoulder, or easement as appropriate. Photographs shall be taken of any indications of previous overflows such as watermarks and other debris typical of overflows. Surface photographs shall be oriented in the direction of the outgoing pipe to show the pipeline cover and easement condition. The area photographs should show the access structure visible in the foreground where possible. A minimum of 1 area photo is required.
 - 2. Internal Photograph:** Take a photograph of the access structure interior in plan view showing the general arrangement of the incoming and outgoing pipes, structure walls, and other appurtenances. The internal condition photograph shall be oriented with the direction of the outgoing main line flow at the bottom of the photograph (6:00 position). A minimum of 1 internal photograph is required.
 - 3. Access Structure Defect Photographs:** During access structure inspections digital photographs shall be taken of all defects. Photographs must clearly and accurately show each defect and correspond to defects and photo numbers logged on the manhole inspection form. A minimum of 1 photo for each observed defect is required.
 - 4. Connecting Pipe Photographs:** The camera should then be pointed into all incoming and outgoing pipes where possible to capture general conditions within the pipes. Any obvious blockages or defects should be noted using PACP defect codes. A minimum of 1 photo of each incoming or outgoing pipe is required.

-
- B. During inspections access structures shall be free of steam, fog, water vapor, or other conditions that will impact the quality of photographs.**

-
- C. All photographs shall adequately capture the access structure conditions and details of defects. Lighting and camera quality shall provide a clear, in-focus picture of the structure interior, defects, and structure. The lighting shall provide uniform light free from shadows or hot spots.**
 - D. If larger than 640 x 480 resolution, then photo will be converted to 640 x 480. Photos less than 640 x 480 are not acceptable and converting upward to 640 x 480 is not acceptable. All photographs shall be resized to 640 x 480 resolution to minimize file size.**
 - E. The images shall be kept electronically, copied to a CD, DVD, or external hard drive. Photographs shall be named according to the photograph naming conventions included herein.**
 - F. All digital photographs shall be referenced on the manhole inspection form and electronic database.**
 - G. All digital photographs shall be renamed in accordance with a photo file naming convention. An example is shown below:**

-
- 1. Area Photo = Access Structure ID, A, Photo Number, jpg
Example: 3965002A0001.jpg
Manhole: 39650002
A=Area Photo
Photo No.0001
 - 2. Internal Photo = Access Structure ID, I, Photo Number, jpg
Example: 3965002I0001.jpg
Manhole: 3965002
I=Internal Photo
Photo No.0001
 - 3. Manhole Defect Photo = Access Structure ID, M, Photo Number, jpg
Example: 3965002M0015
Manhole: 3965002
M=Manhole Defect Photo
Photo No. 0015
 - 4. Pipe Photo = Access Structure ID, P, Photo Number, jpg
Example: 3965002P0002.jpg
Manhole: 3965002
P=Pipe Photo
Photo No. 0002

34.15 ACCESS STRUCTURE NUMBERING, FORMS, AND DEFECT CODES

The Contractor shall use the City access structure numbering system when performing the inspections for this Project. Access structure numbers will be provided by the City. Defect codes shall conform to those specified in the NASSCO MACP specification.

All City assets will be identified using the established facility identification code (FID) for all inspection reports, geographical exhibits, data sets and asset management tasks. Assets may include, but not be limited to, stormwater manholes, catch basins/ grate inlets, curb inlets, drop inlets, stormwater drainage piping, and conflict structures. Asset FIDs will be provided to the Contractor prior to the start of inspection. Failure to utilize the FID could result in additional inspection at the Contractors expense.



34.16 SITE RESTORATION

After inspecting access structures in an area, the work site shall be cleaned and restored to pre-Work conditions. If the access structure is buried and exposed, then restore site by placing material back over the exposed access structure. No re-sodding is anticipated or included in the pricing.

34.17 DELIVERABLES

The Contractor will be required to submit the following deliverables at the completion of inspection.

- A. During each inspection the following series of photographs shall be taken:**
 - 1. Inspection session header information (see required fields above)
 - 2. Component observations
 - 3. Access structure inspection details including defects observed and photo image references
 - 4. Connecting pipe details
 - 5. Access Structure plan view sketch

- B. Marked up field maps detailing map corrections and/or discrepancies noted during inspection.

- C. Inspection digital photograph in City approved format and resolution and assigned file names in accordance with the City standard during each inspection the following series of photographs shall be taken.
- D. All information and reports shall be exported to the electronic database described in technical specification Section 34.02.

END OF SECTION

EXHIBIT “C”

(Place Vendor’s Proposal Behind this Page)



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

ADDENDUM I

Stormwater Cleaning and Inspection Services

Issued 08/12/2025

Note that this Addendum does not change the bid due date and time as stated in the above referenced RFB. Sealed bids still must be received by 9:00 AM on 09/10/2025, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Clarification: Mandatory Pre-Bid Meeting is at 10:00 AM EST via Microsoft Teams call. Please contact jtaylor@stpetebeach.org for invite.

Jill Lomp - Contracts Manager 8-13-2025



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

ADDENDUM 2

Stormwater Cleaning and Inspection Services

Issued 08/13/2025

Note that this Addendum does not change the bid due date and time as stated in the above referenced RFB. Sealed bids still must be received by 9:00 AM on 09/10/2025, Via Bonfire or DeandStar at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Pre-Bid Meeting Minutes

Jill Lomp Jill Lomp 8-13-2025

Mandatory Pre-Bid Meeting Minutes
RFP: Stormwater Cleaning and Inspection
August 13, 2025
10:00 AM

Staff Members Present:

John Taylor, Assistant Finance Director
Ariana Wilson-Romo, Admin. Assistant City Clerk's Office
Kaitlyn Nielsen, Ops Manager – Public services

Others Present:

Katrina Pride, HK Solutions Group
Sr. PM Danny Broadhurst, In Depth Services Inc.
James P. Liebl, Waste Connections
Nolan Leal, Rowland Inc.

The meeting was called to order at 10:00 AM.

All attendees were present via Teams.

Mr. Taylor gave a summary of important dates and times which are as follows:

- Receipt of questions due 9/3 by 10AM
- Bids due 9/10 by 9AM
- Bid opening 9/10 at 10:30AM

Mr. Taylor announced that due to scheduling errors, today's call will remain open until 10:40AM. Anyone calling in after the initial call will be counted as present.

Mr. Taylor requested any questions be submitted to him in writing via email, at jtaylor@stpetebeach.org. All questions will be answered via an addendum that will be posted to Bonfire, Demandstar and the City's website. Bids must be submitted electronically via Demandstar or Bonfire. No physical submittals will be accepted.

There being no questions, the meeting was adjourned at 10:06 AM.

Mr. Taylor will communicate any attendees who join after adjournment to the Clerk's Office so that it may be attached to these minutes.

From: [John Taylor](#)
To: [Ariana Wilson-Romo](#)
Subject: 2 at 10:30
Date: Wednesday, August 13, 2025 10:46:11 AM
Attachments: [image001.png](#)

Jonathan Schrader
All South
Sales@allsouthundergrounding.com

Denise Davis
GCU
ddavis@gogcu.com

Thank You.



John K. Taylor
Asst. Director-Finance
Finance Department
155 Corey Avenue
St. Pete Beach, FL 33706
St. Pete Beach.org
Ofc: 727-363-9279



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

ADDENDUM 3

Stormwater Cleaning and Inspection Services

Issued 09/05/2025

Note that this Addendum does not change the bid due date and time as stated in the above referenced RFB. Sealed bids still must be received by 9:00 AM on 09/10/2025, Via Bonfire or DeandStar at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Q & A

Will the vendor or St. Pete Beach be responsible for disposal costs? **Yes**

Jill Lomp 9-5-2025

Mandatory Pre-Bid Meeting Minutes
RFP: Stormwater Cleaning and Inspection
August 13, 2025
10:00 AM

Staff Members Present:

John Taylor, Assistant Finance Director
Ariana Wilson-Romo, Admin. Assistant City Clerk's Office
Kaitlyn Nielsen, Ops Manager – Public services

Others Present:

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Attachments: [image001.png](#)

Jonathan Schrader
All South
Sales@allsouthundergrounding.com

Denise Davis
GCU
ddavis@gogcu.com

Thank You.



John K. Taylor
Asst. Director-Finance
Finance Department
155 Corey Avenue
St. Pete Beach, FL 33706
St. Pete Beach.org
Ofc: 727-363-9279

II. CONTRACTOR'S PROPOSAL SUBMITTAL

The company that is submitting a proposal declares that it has extensive experience in **Stormwater Cleaning and Maintenance**.

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

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

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

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

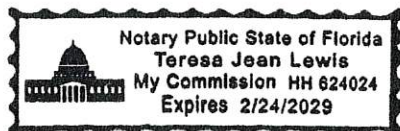
The Proposer proposes to furnish all materials, equipment, labor, and perform the work submitted in their proposal schedule for the City of St. Pete Beach **"Stormwater Cleaning and Maintenance"**.

COMPANY: Hydro-Klean, LLC DATE: 9/2/2025
ADDRESS: 333 NW 49th Place Des Moines, IA 50313 PHONE: 515-283-0500
PROPOSER:  NAME: Jill Lomp - Contracts Manager
(SIGNATURE) (PRINT NAME & TITLE)

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of September, 2025, by Jill Lomp who is personally known to me or has produced personally known as identification.

(SEAL)



Teresa Jean Lewis
Notary Public - State of Florida

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

SUBMIT PROPOSAL TO:

Electronically only via Bonfire or DemandStar.

III. ~~FEE~~ SCHEDULE

Next Page

BID FORM CITY OF ST.PETE BEACH STORM SYSTEM CLEANING AND INSPECTION BID FORM					
ITEM	DESCRIPTION	EST. QTY.	U/M	BID PRICE PER UNIT (\$)	TOTAL BID PRICE (\$)
1 - PIPE CLEANING AND CCTV INSPECTION*					
1.01	6-INCH	200	LF	\$10.00	\$2,000.00 -
1.02	8-INCH	620	LF	\$10.00	\$6,200.00 -
1.03	10-INCH	580	LF	\$10.00	\$5,800.00 -
1.04	12-INCH	8,400	LF	\$10.00	\$84,000.00 -
1.05	15-INCH	20,300	LF	\$10.00	\$203,000.00 -
1.06	18-INCH	16,600	LF	\$15.00	\$249,000.00 -
1.07	21-INCH	185	LF	\$17.50	\$3,237.50 -
1.08	24-INCH	12,600	LF	\$17.50	\$220,500.00 -
1.09	30-INCH	6,050	LF	\$20.00	\$121,000.00 -
1.10	36-INCH	2,160	LF	\$20.00	\$43,200.00 -
1.11	41-INCH	50	LF	\$20.00	\$1,000.00 -
1.12	42-INCH	2,550	LF	\$20.00	\$51,000.00 -
1.13	48-INCH	1,350	LF	\$20.00	\$27,000.00 -
1.14	60-INCH	1,460	LF	\$20.00	\$29,200.00 -
1.15	12-INCH BY 18-INCH	450	LF	\$10.00	\$4,500.00 -
1.16	14-INCH BY 23-INCH	400	LF	\$10.00	\$4,000.00 -
1.17	15-INCH BY 21-INCH	270	LF	\$10.00	\$2,700.00 -
1.18	15-INCH BY 23-INCH	190	LF	\$10.00	\$1,900.00 -
1.19	19-INCH BY 30-INCH	9,750	LF	\$17.50	\$170,625.00 -
1.20	24-INCH BY 38-INCH	3,050	LF	\$17.50	\$53,375.00 -
1.21	29-INCH BY 45-INCH	640	LF	\$20.00	\$12,800.00 -
1.22	38-INCH BY 60-INCH	340	LF	\$20.00	\$6,800.00 -
1.23	43-INCH BY 68-INCH	2,300	LF	\$20.00	\$46,000.00 -
1.24	48-INCH BY 68-INCH	480	LF	\$20.00	\$9,600.00 -
TOTAL					\$1,358,437.50 -
2 - SPECIALTY CLEANING*					
2.01	6-INCH	20	LF	\$15.00	\$300.00 -
2.02	8-INCH	62	LF	\$15.00	\$930.00 -
2.03	10-INCH	58	LF	\$15.00	\$870.00 -
2.04	12-INCH	840	LF	\$15.00	\$12,600.00 -
2.05	15-INCH	2,030	LF	\$15.00	\$30,450.00 -
2.06	18-INCH	1,660	LF	\$15.00	\$24,900.00 -
2.07	21-INCH	19	LF	\$15.00	\$285.00 -
2.08	24-INCH	1,260	LF	\$25.00	\$31,500.00 -
2.09	30-INCH	605	LF	\$25.00	\$15,125.00 -
2.10	36-INCH	216	LF	\$25.00	\$5,400.00 -
2.11	41-INCH	5	LF	\$25.00	\$125.00 -
2.12	42-INCH	255	LF	\$25.00	\$6,375.00 -
2.13	48-INCH	135	LF	\$25.00	\$3,375.00 -
2.14	60-INCH	146	LF	\$25.00	\$3,650.00 -
2.15	12-INCH BY 18-INCH	45	LF	\$25.00	\$1,125.00 -
2.16	14-INCH BY 23-INCH	40	LF	\$25.00	\$1,000.00 -
2.17	15-INCH BY 21-INCH	27	LF	\$25.00	\$675.00 -
2.18	15-INCH BY 23-INCH	19	LF	\$25.00	\$475.00 -
2.19	19-INCH BY 30-INCH	975	LF	\$25.00	\$24,375.00 -
2.20	24-INCH BY 38-INCH	305	LF	\$25.00	\$7,625.00 -
2.21	29-INCH BY 45-INCH	64	LF	\$25.00	\$1,600.00 -
2.22	38-INCH BY 60-INCH	34	LF	\$25.00	\$850.00 -
2.23	43-INCH BY 68-INCH	230	LF	\$25.00	\$5,750.00 -
2.24	48-INCH BY 68-INCH	48	LF	\$25.00	\$1,200.00 -
TOTAL					\$180,560.00 -
3- ACCESS STRUCTURE INSPECTION*					
3.01	MANHOLE	134	EA	\$75.00	\$10,050.00 -
3.02	CATCH BASIN	752	EA	\$125.00	\$94,000.00 -
3.03	CATCH BASIN BAFFLE BOX	4	EA	\$125.00	\$500.00 -
3.04	CURB INLET	192	EA	\$125.00	\$24,000.00 -
3.05	DROP INLET	25	EA	\$125.00	\$3,125.00 -
TOTAL					\$131,675.00 -
TOTAL CONSTRUCTION TOTAL					\$1,670,672.50 -
Note:*= Quantities shown are estimated and have not been verified. Estimated quantities for each item will vary depending on the discretion of the Owner and condition of each segment of pipe. Prior approval must be obtained before completing work for these tasks.					

AL CONTRACT TERMS

VI. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

PURSUANT TO § 287.133 (3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

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

by: Jill Lomp
(Print individual's name and title)

for: Hydro-Klean, LLC
(Print name of entity submitting sworn statement)

at: 333 NW 49th Place Des Moines, IA 50313
(Business address)

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

45-2473053
(FEIN)

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

(SSN)

by the individual signing this sworn statement:


(Signature)

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

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

5. I understand that a "person" as defined in Section 287.133 (1)(e), Fla. Stat., means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the **statement which I have marked below is true** in relation to the entity submitting this sworn statement (indicate which statement applies).

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

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

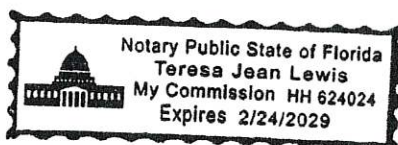
☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent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

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

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of September, 2025, by Jill Lomp, who is personally known to me or has produced personally known as identification.

(SEAL)



Teresa Jean Lewis
Notary Public - State of Florida

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

VII. NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Duval

I state that I Jill Lomp - Contracts Manager of Hydro-Klean, LLC,

(Name and Title)

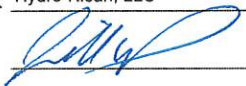
(Name of Firm)

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

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

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

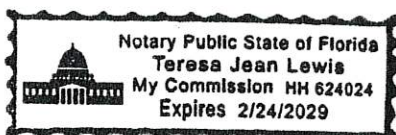
Name of Organization: Hydro-Klean, LLC

Signed By: 

Print Name: Jill Lomp

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of September, 2025, by Jill Lomp, who is personally known to me or has produced personally known as identification.

(SEAL)




Notary Public - State of Florida

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



CERTIFICATE OF LIABILITY INSURANCE

7/1/2026

DATE (MM/DD/YYYY)

6/24/2025

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

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

PRODUCER Lockton Companies, LLC 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED 1440277 HYDRO-KLEAN, LLC 333 NW 49TH PLACE DES MOINES IA 50313	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Company	NAIC # 16535
	INSURER B: American Guarantee and Liab. Ins. Co.	26247
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 17706063**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	N	N	GLO5186859	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	N	N	BAP5186861	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	N	N	AUC5649390	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 5186860	7/1/2025	7/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

17706063
HYDRO-KLEAN, LLC
333 NW 49TH PLACE
DES MOINES IA 50313

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

AUTHORIZED REPRESENTATIVE

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THINKING AHEAD

January 17, 2025

RE: Hydro-Klean, LLC
333 NW 49th Pl.,
Des Moines, IA 50313

To Whom It May Concern:

Hydro-Klean, LLC is a highly regarded and valued client of Atlantic Specialty Insurance Company. It has been our privilege to provide surety bonds for Hydro-Klean, LLC for many years. Currently, we provide a routine bond program of \$5,000,000.00 per project, with an overall backlog of \$15,000,000.00. We are confident in their ability to perform.

Atlantic Specialty Insurance Company is rated A+ (Superior) and Category XV by the A.M. Best Company and listed in the Department of the Treasury's Listing of Approved Sureties (Department Circular 570).

Please note that the decision to issue performance and payment bonds is a matter between Hydro-Klean, LLC and Atlantic Specialty Insurance Company, and it will be subject to standard underwriting at the time of the bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason bonds are not provided.

If you have any questions or need any additional information, please do not hesitate to contact me at (515) 223-6800.

Sincerely,
Atlantic Specialty Insurance Company

Sara Huston, Attorney-in-Fact
Email: shuston@holmesmurphy.com
Phone: (515) 223-6800



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Anne Crowner, Brian M. Deimerly, Craig E. Hansen, Dione R. Young, Grace Dickinson, Jamie Gifford, Jay D. Freiermuth, John Cord, Kate Zanders, Sara Huston, Seth D. Rooker, Timothy McCulloh**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

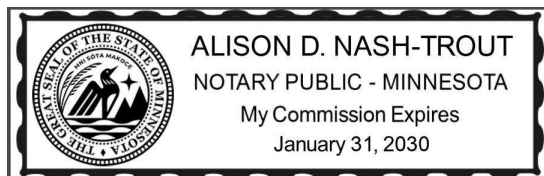
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 17th day of January, 2025.

This Power of Attorney expires
January 31, 2030



Kara L.B. Barrow, Secretary



Simmons Bank
1200 Grand Boulevard
Kansas City, MO 64106

January 21, 2025

Re: Hydro-Klean, LLC dba HK Solutions Group

To Whom It May Concern,

This letter will confirm that I have provided banking services for HK Solutions Group since 2021 and that HK Solutions Group is current and a customer in good standing with Simmons Bank. The banking relationship includes treasury management accounts, commercial card, and other banking services. HK Solutions Group and its principals have been very professional in all respects, and we appreciate being a trusted banking partner.

Please do not hesitate to contact me if you need any further information.

Sincerely,

A handwritten signature in blue ink that reads 'Scott Nelson'.

Scott Nelson
Simmons Bank
Vice President, Commercial Banking
scott.nelson@simmonsbank.com
913-752-5316

Qualifications

Established in 1977, Hydro-Klean, LLC (dba HK Solutions Group [HK]) is a municipal services company headquartered in Des Moines, IA with offices throughout the country including a regional office in Jacksonville, Florida. HK has over 250 employees including over 20 in our Jacksonville location.

This contract would be managed by our P.I.P.E (Proactive Inspection Pipe Evaluation) Division, which executes all our cleaning, CCTV investigations, manhole inspections as well as debris, grit, sludge and grease removal and disposal projects. The P.I.P.E Division employs 35 people including a Director, Program Manager, Operations Managers, Foreman and Project Leads, CCTV operators and jet-vac operators and crew. The P.I.P.E. Division currently has 20 NASSCO PACP certified employees (as well as MACP and LACP certifications). HK's P.I.P.E Division completes over 2.5 million linear feet of cleaning and CCTV inspections annually.

Below are two representative projects similar to the proposed contract in scope, timeframe and value:

City of Topeka, Kansas through Bartlett and West Engineers – Since 2018 HK has executed annual contracts for approximately 400,000 linear feet of cleaning, CCTV, manhole inspections removal and disposal of solids and debris. The annual contract values are \$1.2MM – \$2.0MM. HK's current 2025 contract is for approximately 500,000 linear feet with a value more than \$2.0MM annually.

Contact: Michael Lorenzo (Bartlett and West Engineers)

Address: 10895 Grandview Drive, Suite 110 Corporate Woods, Building 24, Overland Park, Kansas 66210

Phone: 785-228-2252

Email: mike.lorenzo@BARTWEST.com

Minnesota Department of Transportation – Since 2014 HK contracts with the Minnesota Department of Transportation (MnDOT) for approximately 100,000 linear feet of cleaning and CCTV within MnDOT right of way, primarily in and around the Minneapolis-St. Paul metroplex, annually. The annual contract values are \$1.0MM - \$1.5MM.

Contact: Lee Daleiden

Address: 395 John Ireland Blvd, Mail Stop #680, St. Paul, Minnesota 55155

Phone: 651-234-7527

Email: lee.daleiden@state.mn.us

Please see attached our vehicle registration as proof of ownership of the minimum required to meet qualifications.

Past Performance/Experience Evaluation

City of Topeka, Kansas through Bartlett and West Engineers – Since 2018 HK has executed annual contracts for approximately 400,000 linear feet of cleaning, CCTV, manhole inspections removal and disposal of solids and debris. The annual contract values are **\$1.2MM – \$2.0MM**. HK's current 2025 contract is for approximately 500,000 linear feet with a value more than **\$2.0MM** annually.

Contact: Michael Lorenzo (Bartlett and West Engineers)

Address: 10895 Grandview Drive, Suite 110 Corporate Woods, Building 24, Overland Park, Kansas 66210

Phone: 785-228-2252

Email: mike.lorenzo@BARTWEST.com

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Contact: Lee Daleiden

Address: 395 John Ireland Blvd, Mail Stop #680, St. Paul, Minnesota 55155

Phone: 651-234-7527

Email: lee.daleiden@state.mn.us

US Army Corps of Engineers – Omaha District – Project W9128F19D0066/W9128F20F0046 L594 C Levee Repair Fremont County, Iowa – HK was contracted to perform cleaning and CCTV of five (5) large-diameter (40" – 60") stormwater levee structures impacted in wide-spread flooding of the Missouri River in 2018/2019. The structures are flood-control conveyance structures that discharge directly to the Missouri River. The structures were filled at least 50% with sediment, rocks, logs and storm debris. The structures were cleaned and inspected to NASSCO PACP standards.

Contact: Tim Martin – Ahtna, LLC (subcontractor to Klutina River Contractors)

Phone: 916-694-9499

City of Joshua, Texas and through Bartlett and West Engineers – HK was contracted to clean, CCTV, conduct manhole inspections, remove and dispose of grit, grease and sanitary debris of approximately 208,000 linear feet of 8"-18" sanitary sewer in the City of Joshua collections system. CCTV inspection was performed on approximately 173,000 linear feet and 588 manhole inspections were performed.

Contact: Michael Lorenzo (Bartlett and West Engineers) and Lee Halencak (Bartlett and West Engineers)

Address: 10895 Grandview Drive, Suite 110 Corporate Woods, Building 24, Overland Park, Kansas 66210

Phone: 785-228-2252

Email: mike.lorenzo@BARTWEST.com

Section 1.3.4 Equipment List

YEAR	DESCRIPTION	MAKE	MODEL
	SKID STEER LOADER	GEHL	4625SX
2002	VIDEO EQUIPMENT	RST	
2005	VIDEO EQUIPMENT	RST	
2002	VAN - VIDEO INSPECTION	FORD	E450
2002	VIDEO EQUIPMENT	RST	
	VIDEO EQUIPMENT	ENVIROSIGHT	OUTPOST
2007	JET EYE	GMC	TC7500
2007	MODULE	PIPEHUNTER	
2008	MODULE	VACTOR	2112
2013	FLATBED TRAILER - EASEMENT MACHINE	SURE TRAC	
2013	EASEMENT MACHINE	6507	6507
2006	MODULE	VAC ALL	
2008	MODULE	VAC ALL	
1996	TRACKOR	FREIGHTLINER	
1996	MODULE	VAC ALL	
2007	MODULE		
2005	MODULE		
2008	VAN - VIDEO INSPECTION	FORD	E450
	VIDEO EQUIPMENT	CUES	F450
2006	VAN - VIDEO INSPECTION	FORD	E450
	VIDEO EQUIPMENT		
2012	VAN - VIDEO INSPECTION	FORD	E350
2015	VAN - VIDEO INSPECTION	PEER POINT	E450
	BUCKET MACHINES		
2004	TRAILER - LATERAL LAUNCH	PAGE AMERICAN	7 X 16
	VIDEO INSPECTION		
2017	TRAILER - JOHN DEERE GATOR	SURE TRAC	ST8214TAT-B-070
	EASEMENT MACHINE	SECA	
2012	VIDEO INSPECTION	FORD	E350
2012	VIDEO EQUIPMENT	RST	
2017	CARGO TRAILER - VIDEO INSPECTION	EXPRESS TRAILERS	T8167-10
2015	UTILITY TRUCK	CHEVROLET	Silverado K1500 Lt
2015	UTILITY TRUCK	FORD	F350
2016	UTILITY TRUCK	FORD	F350
2008	VIDEO INSPECTION	FORD	F450
	EASEMENT MACHINE		
	JET/VAC		
	SPIDER MH INSPECTION UNIT		
2012	UTILITY TRUCK	GMC	Sierra K3500 Sle
2016	EXPRESS CARGO TRAILER	EXPRESS TRAILERS	8 X 16
2019	8X16 TRAILER	SPECIALLY CONSTRUCTED	8X16
2018	VAN - VIDEO INSPECTION	GMC 3500 VAN	3500, 16 foot box
2019	JETTER TRAILER	LAMAR 83"X18'	83"X 18'

2020	UTILITY TRUCK	CHEVROLET	2500HD
2019	JET/VAC	KENWORTH	T800
2012	CARGO VAN	FORD	E350
2020	WATER RECYCLING SEWER CLEANER	CAPPELLOTTO GENESIS	4347
2018	CAMERA VAN RST V10 engine	FORD	E350
2020	UTILITY TRUCK	FORD	F250XL
2020	UTILITY TRUCK	DODGE	RAM3500 CREW CAB
2020	UTILITY TRUCK	DODGE	RAM 2500 CREW CAB
2019	JET/VAC	KENWORTH	T800
2019	VACTOR COMBINATION	VACTOR	
2019	JET/VAC	KENWORTH	T800
2019	VACTOR COMBINATION	VACTOR	
2019	JET/VAC	KENWORTH	T880
2019	VACTOR COMBINATION	VACTOR	
2013	UTILITY TRUCK	FORD	F150 XL SUPERCREW
2020	UTILITY TRUCK	DODGE	RAM 2500 CREW CAB
2021	JET/VAC	FREIGHTLINER	114SD
	KUBOTA utv	KUBOTA	RTV-X1100C
2020	UTILITY TRUCK	CHEVROLET	2500
1989	WATER HAULER	GMC	7000
2002	UTILITY TRUCK	CHEVROLET	1500
2004	UTILITY TRUCK	FORD	F550
2005	UTILITY TRUCK	GMC	1500
2005	PICKUP	CHEVY	1500
2005	SEMI STEVE TRUCK	INTERNATIONAL	7400
2008	FLOBEE TRUCK	PETERBILT	340
2010	DAVES TRUCK	INTERNATIONAL	7500
2009	CHADS CAMERA TRUCK	CHEVY	C5500
2012	GREG TURCK	CHEVY	COLORADO
2022	flat bed trailer	sure-track	ST8212TA-B-030
2022	UTILITY TRUCK	FORD	F550
1991	5x8 flatbed	lowprofile	LPF 4
2021	6X12 FLATBED	PATRIOT	
2018	UTILITY TRUCK - FLAT BED	BIG TEX	
2019	ENCLOSED TRAILER	MOBILE TECH	MTT818TA2
2021	HARBEN	HARBEN	DTK375E180
2018	ENCLOSED TRAILER	EXPRESS TRAILERS	
2010	TRAILER	HOMESTEADER	822AB
2017	ENCLOSED TRAILER	EXPRESS TRAILERS	
2022	UTILITY TRUCK	CHEVROLET	2500
2015	perma liner enclosed	EXPRESS TRAILERS	
2013	ENCLOSED	EXPRESS TRAILERS	
2018	UTILITY TRUCK - FLAT BED	GATOR	
2008	ENCLOSED	TECH	

2019	promaster van	RAM	3500
2010	pipehunter easement	pipe hunter	3525/7844TRLR
	forklift	TCM	FCG20F9
2016	UTV	Kubota	RTVX1100
2023	82x20 flat bed	H&H	H8220EX-070
2021	jet vac	FREIGHTLINER	114SD
2010	SKID STEER LOADER	BOBCAT	T630
2013	enclosed trailerKevin b's trailer		
2018	enclosed permatiner lining	EXPRESS TRAILERS	tl
2023	CREW CAB FLAT BED	FORD	F450
2023	VAN - VIDEO INSPECTION	FORD	TRANSIT-250

Organizational Structure and Management Plan

HK is led by an Executive team consisting of Chief Executive Officer, Chief Sales Officer, Chief Human Resources Officer and a Vice President of Finance (please see attached organization chart as well as screen shot from the website Sunbiz.org, State of Florida, Division of Corporations listing). HK has six (6) Business Units led by individual Directors. Additionally, HK has Directors of Fleet, Safety, Logistics, respectively. Within each Business unit there is a Program Manager, Operation Managers and/or Assistant Directors, Foreman/Project Leads, and Service Technicians. Each business unit Director is responsible for the overall management of the business unit including production, quality, safety and compliance.

Program Managers are responsible for project set up, scheduling, pay application tracking and invoicing and client communication for project duration and project close-out.

Operations Managers and/or Assistant Directors are responsible for day-to-day operations of multiple crews including scheduling and planning and communicating daily/weekly project production goals, quality assurance and control of field activities, project safety, equipment maintenance and troubleshooting and crew/project time management.

Each crew consists of a Foreman/Project Lead and 2-3 Service Technicians, depending on scope of activities. Foreman/Project Leads typically have 3+ years of specific industry experience (ex: jet vac operator, camera operator, etc.), have demonstrated above average to exemplary skills, proficiency in specific operations and leadership skills.

Within the P.I.P.E group (which would lead this contract) the Director, Program Manager, Operations Managers, Foreman/Project Lead and CCTV operators are all NASSCO PACP, MACP and LACP certified.

Human Resources is led by the Chief Human Resources Officer and has responsibility for payroll, benefits, creating and administrating employee policies, recruiting and retention of employees. The Chief Human Resources Officer is assisted by a Payroll Manager and Coordinator and a Human Resources Generalist. The Human Resources Generalist is based in our Jacksonville office and is charged with recruiting and onboarding new employees, understanding current and future talent needs and monitoring overall employee satisfaction.

Employee recruitment and retention and is a key component of the success of our organization. HK strives to be a career building company by offering tangible growth opportunities, competitive wages, overtime after 8-hours daily, employee discretionary paid time off, recognized holidays, medical, dental and vision insurance as well as monthly and annual recognition for outstanding performance as nominated and voted on by their peers.

After award and prior to beginning field work, HK will request a pre-construction meeting with JEA personnel to introduce key members of the HK team and to discuss the project overall, establish communication pathways and frequency, deliverable and timing expectations and keys to successfully executing this project.

HK will dedicate two crews for the entirety of the project. The two crews will be managed by an Operations Manager who will be assigned to the project. The Operation manager will be responsible for planning daily and weekly cleaning and CCTV activities for each crew.

That planning includes, but is not limited to, detailing individual line segments to be cleaned and/or televised, the order in which they will be cleaned and/or televised, arranging and implementing maintenance of traffic, if necessary as well as water/disposal coordination. In addition, the Operations Manager will upload, to our cloud-based data portal, available digital mapping/shape files for the project area and pre-filling NASSCO headers for each line segment. This step is crucial to ensure that each line segment/asset in a project area is accounted for cleaning and inspection. Once the NASSCO headers are completed, they are overlayed on the respective digital base map and color coded to indicate the need for cleaning and/or CCTV activities to be executed. After a line segment is cleaned, that information is uploaded to the base map indicating the line is ready for CCTV. The same process is followed for CCTV activities.

Prior to initiation of field work, HK will hold an internal pre-construction meeting with the crews executing the work. The crews will consist of a Foreman/Project lead and two to three service technicians per crew, depending on scope. The pre-construction meeting will cover all items discussed during the external pre-construction meeting, present the execution lay-out, production goals per day/week/month, the expectations to upload all data collected immediately following collection (this includes cleaning and CCTV data), water and waste procedures, working hours as well as requirements for call-out and Saturday work as needed.

Once field work commences, the crews will upload data collected after each line segment completed. The Operations Manager will review all videos collected daily to confirm each video in NASSCO compliant, video clarity is sufficient and meets the expectation of St. Pete Beach in terms of quality. Any video deemed uncompliant will be recorded and the line segment will be re-televised at the earliest opportunity. Following initial QC by the Operations Manager, videos will be coded to NASSCO PACP standards by NASSCO certified personnel.

HK is committed to providing fully coded videos to the Owners personnel within 10 business days of data collection. The fully coded data will be delivered to the Owner in the desired software application of the Owner. All final project/task deliverables will be delivered to the Owner within 15 business days of the completion of project field work.

Hydro-Klean, LLC (DBA HK Solutions Group [HK]) has the personnel, equipment, and experience to meet and exceed the objectives of a project of this magnitude. With over 250 employees, in 11 states, our PIPE Group (Pipeline Inspection and Proactive Evaluation – the group that will manage this project) has 30+ employees and will be dedicated to this project. You will see in the following documentation, HK Solutions Group has the experience, strength, and stability that you are looking for to have a successful relationship and receive all of the information asked for in this project.

Where it All Began: HK Solutions Group History

HK Solutions Group began in Maxwell, Iowa, in 1976 with a single employee and has grown to the point that it is today through organic growth and strategic acquisitions as summarized below:

- In 2000, HK headquarters moved to Des Moines, and began to develop a long-term strategy for expanding our service offerings and geographic locations.
- In 2013 HK added CIPP Pipe Repair Services through an acquisition in Watertown, South Dakota. That same year HK opened an additional location in Sioux Falls, South Dakota
- 2015 Acquired Infra-Tech in Minneapolis, Minnesota and began offering Monoform manhole rehab services and opened an additional location in Mankato, Minnesota
- 2016 Opened an office in Kansas City, Missouri
- 2017 Opened an office in Wausau, Wisconsin
- 2019 Acquired Pipe Masters in Watertown, South Dakota which enabled us to expand pipeline rehab and industrial cleaning services.
- 2020 Acquired Vac-Con Industrial Services, which enabled us to expand our industrial cleaning services and serve more customers in the Kansas City, Missouri area. Acquired A&J Bin Cleaning in Mankato, Minnesota. Acquired Infra-Track, Inc. which allowed us to add a new Large Diameter Pipe service line and expand our presence in Sioux Falls, South Dakota. Acquired Turner Lining Company in DeLand, Florida and expanded our Monoform structure rehabilitation services. Changed name from Hydro-Klean to HK Solutions Group to better reflect our diverse service offerings.
- 2021 Established a distributorship for AGRU Lining Systems in DeLand, Florida and Mankato, Minnesota. Developed patented Monoform PLUS® Lining Systems which provides a permanent structural and corrosive-resistant manhole rehabilitation solution. Acquired Hempen Mobile Wash in Keokuk, Iowa which allowed us to expand our service offerings into the Mississippi River Valley. Acquired Engineered Lining Systems in Jacksonville, Florida allowing HK Solutions Group to expand our offerings further into Florida.
- 2022 Acquired CME/SWS out of Cincinnati, OH to expand our trenchless sewer repair, pipe lining, inspection and cleaning services and to add grow our residential lining services.



WWW.HKSOLUTIONSGROUP.COM



(515) 283-0500

Our Priority: Our People

At HK Solutions, our commitment to safety is based on one simple concept: protect our most valuable resource — our people. We believe that people come first and all jobs can be done safely. By taking time to engineer safe solutions to any challenge, safety is always our top priority.

HK Solutions Group has developed an intensive in-house, hands-on training program that provides our employees with the skills they need to safely and efficiently solve problems and complete projects. That is why Work Hard Work Smart Work Safe™ are our three core values. When we say, *Work Safe*, we mean it. We put action behind these words with various accident preventative activities including Toolbox Safety meetings, routine equipment inspections, workplace safety audits, regular worksite safety inspections, safety leadership training and much more. Safety is a part of every day at HK Solutions Group; therefore, it's been naturally engrained in our company culture.

At HK, we pride ourselves on striving for 100% compliance in all we do, including meeting OSHA record-keeping requirements as outlined in 29 CFR 1904 Subpart C. We provide OSHA General Industry 30-Hour Training, an OSHA course created for all newly hired or promoted Coordinators, Foremen and Operators. This 30-hour course covers several safety topics that are important for any frontline supervisor. We also provide OSHA General Industry 10-Hour Training, an OSHA course for all newly hired employees. All new employees receive this training along with our required Confined Space Entry training, within their first 10 days of employment.

Other References

Owner: US Army Corps of Engineers, Omaha District

Project: W9128F19D0066/W9128F20F0046 L594 C Levee Repair Fremont County, IA

Contractor: Klutina River Contractors (Hydro-Klean was hired as a subcontractor)

Key Contact: Tim Martin 916-694-9499

Hydro-Klean was hired by Ahtna to provide cleaning, inspection televising services and reporting on a large diameter levee storm drain for the US Army Corps of Engineers. We cleaned and televised 5 structures per PACP standards. The structures were around 235 LF each with an average pipe diameter of 40" to 60" and were 50% filled. We were successful in removing debris and televising.

Owner: US Army Corps of Engineers, Omaha District

Project: W912eF20D0008/W9128F20F0155 L536 Levee Repair

Contractor: Rust Constructors, Inc. (Hydro-Klean was hired as a subcontractor)

Key Contact: JJ Johnson 208-699-3608

Hydro-Klean was hired by Rust Constructors to clean, tv and repair 5 structures including sediment and debris removal, restoration of riprap at inlets/outlets as needed and perform lining of all 5 structures.

Owner: Kansas City Board of Public Utilities

Project: Quindaro Levee Pipe Cleaning & Inspection

Key Contact: Dylan Belt 913-832-7808

Hydro-Klean was hired by BPU to clean and televise all system storm drains and river levee lines ranging from 8" to 108".

Owner: City of Joshua, Texas

Project: RFQ to Clean Sewers

Key Contact: Lee Halencak (Bartlett and West Engineering) 817-306-1980

Hydro-Klean was hired by Joshua, TX to Clean, Televise and complete manhole inspections.

Footage of cleaning was 208,000 feet of 8" to 18", televising was 173,000 feet of 8" to 18" and we completed 588 manhole inspections.



Work Plan

Upon award of the work, HK would hold a pre-construction meeting with personnel to clearly communicate mutual expectations of the project execution including daily, weekly, and monthly production expectations, data acquisition, handling, and delivery practices and finally, communication pathways for all involved in the project. Additionally, we would work with the owner to review maps and establish a weekly schedule for work that will be modified on a as- need basis with regards to production, weather, or other unexpected events.

HK will dedicate specific crews and crew members for the duration of the project to the best of our ability to minimize production obstacles and streamline communication with HK personnel and representatives.

The division Director, Jeff Bence will meet with crew members prior to daily activities to clearly communicate the production expectations and to identify any issues the crew identifies or anticipates so those issues can be addressed pro- actively and efficiently.

The cleaning crews will work in advance of the CCTV crews and relay in real-time segments of line that are ready to be televised. As stated previously, HK anticipates dedicating multiple cleaning crews and CCTV crews with the plan to be immediately televising a cleaned segment and uploading the acquired data immediately to our Pioneer™ data management system.

As stated previously, Pioneer™ is a cloud-based data management system. Each of our CCTV trucks are equipped with the system so the data is collected in the field and each line segment is uploaded immediately to the platform. HK and Owner personnel will have access to the platform and can review data collected, see in real time issues identified, and can direct field personnel to collect additional data as necessary.

Once collected data is uploaded to Pioneer™, the data will then be coded to NASSCO PACP and/or MACP standards by NASSCO certified personnel. HK is committed to providing fully coded videos to the Owners personnel within 10 business days of data collection. The fully coded data will be delivered to the Owner in the desired software application of the Owner. All final project/task deliverables will be delivered to the Owner within 15 business days of the completion of the project.

State of Florida Department of State

I certify from the records of this office that HYDRO-KLEAN, LLC is an Iowa limited liability company authorized to transact business in the State of Florida, qualified on October 15, 2021.

The document number of this limited liability company is M21000013687.

I further certify that said limited liability company has paid all fees due this office through December 31, 2021 and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.



*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourth day of November, 2021*

Randy D. Rife
Secretary of State

Tracking Number: 294574117CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/filings/CertificateOfStatus/CertificateAuthentication>

Ron DeSantis, Governor



Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ARCH, DONALD BRIAN

HYDRO-KLEAN, LLC
420 WATERFRONT DR.
SAINT JOHNS FL 32259

LICENSE NUMBER: CGC056901

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/30/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



EXHIBIT “D”

Public Assistance Grant Supplement

1. Applicability of this Exhibit; Conflicts.

- a. This Exhibit shall be fully incorporated into and made a part of the Agreement, as if the terms contained in this Exhibit were fully re-stated within the Agreement itself.
- b. This Exhibit shall apply: (a) in addition to anything contained in the Contract Documents; and (b) notwithstanding anything contained in the Contract Documents to the contrary. No other provision of the Contract Documents shall serve to limit or restrict the obligations imposed upon the parties in this Exhibit.
- c. In the event of a conflict between anything contained in this Exhibit and anything contained elsewhere in the Contract Documents, this Exhibit shall control and take precedence.
- d. Contractor’s agreement to the terms contained in this Exhibit is a material inducement for Contractor to enter into the Agreement.
- e. If this Exhibit is attached to a Purchase Order, the term “Agreement” as used herein shall mean and refer to such Purchase Order to which this Exhibit is attached, and the term “Contract Documents” shall refer to all documents attached to and made a part of such Purchase Order.

2. Defined terms.

- a. For purposes of this Exhibit, the following definitions shall apply, in addition to any terms defined elsewhere in the Contract Documents:
 - i. The terms “recipient” and “non-Federal entity,” and the term “applicant” as used in Section 3(a)(8) herein, shall have the same meaning as the term “Owner” as used in the Agreement;
 - ii. The term “contract” as used herein shall have the same meaning as the term “Contract” as used in the Agreement; and
 - iii. The term “contractor” or “prime contractor” as used herein shall have the same meaning as the term “Contractor” as used in the Agreement.
 - iv. The term “internal controls” means a process, implemented by a non-Federal entity, designed to provide reasonable assurance regarding the achievement of objectives in the following categories: (a) Effectiveness and efficiency of operations; (b) Reliability of reporting for internal and external used; and (c) Compliance with applicable laws and regulations. 2 CFR §200.61
 - v. The term “supplies” means all tangible personal property other than those described in 2 CFR §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the

non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 CFR §200.94

- vi. The term “disallowed costs” means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. 2 CFR §200.31
- vii. The term “equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. 2 CFR §200.33

3. Equal Employment Opportunity (41 C.F.R. Part 60-1.4(b)).

a. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (a) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors

violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- (b) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, as amended; the provisions of contract work hours; the Safety Standards Act; the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333); and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as such acts apply to the performance of this Agreement. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

5. The following paragraph, including all subparts, shall apply if the total compensation under the Agreement, including all change orders, exceeds one hundred thousand dollars (\$100,000.00):

Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708).

Contractors engaged in contracts in excess of Two Thousand and 00/100 Dollars (\$2,000.00) shall comply with Federal requirements of the United States Department of Labor under 29 C. F. R., Parts 1, 3, 5, 6, and 7. All Contractors will comply with the following:

a. Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 C.F.R. § 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 C.F.R. § 5.5(b)(1), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 C.F.R. § 5.5(b)(1).

(3) *Withholding for unpaid wages and liquidated damages.* The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 C.F.R. § 5.5(b)(2).

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in 29 C.F.R. § 5.5(b)(1) through (4) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 C.F.R. § 5.5(b)(1) through (4).

6. Procurement of Recovered Materials (2 C.F.R. § 200.322)

The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

7. The following paragraph, including all subparts, shall apply if the total compensation under the Agreement, including all change orders, exceeds one hundred fifty thousand dollars (\$150,000.00):

Clean Air Act and the Federal Water Pollution Control Act (42 U.S.C. §§ 7401-7671q and 33 U.S.C. §§ 1251-1387).

a. Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided through Pasco County, Florida.

4. Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.

B. The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section

3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.

F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

b. Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided through Pasco County, Florida.

8. Debarment and Suspension

a. Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with Executive Orders 12549 and 12689, and 2 C.F.R. pt. 180, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Owner. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Lobbying Prohibition

- a. No funds or other resources received under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- b. Required Certification. Contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

10. Hatch Act

The Contractor agrees that no funds provided, nor personnel employed under the Agreement, shall be in any way or any extent engaged in the conduct of political activities I violation of Chapter 15 of Title V of the U.S.C.

11. Conflict of Interest

The Contractor shall abide by the provisions of 24 C.F.R., 570.611 and 2 C.F.R., 200.112. The Contractor shall maintain no present or future financial interest, direct or indirect, which would

conflict in any manner or degree with the performance of services required under this Agreement as indicated in 2 C.F.R., 200.318.

12. Religious Activities

The Contractor agrees that funds provided will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization, in accordance with the Federal regulations specified in 24 C.F.R., 570.200(j).

13. Access to Records

- a. Access to Records. The following access to records requirements apply to this contract:
 - (1) The Contractor, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, agrees to provide the Department of Economic Opportunity (DEO), the Chief Financial Officer of the State of Florida, The Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives, the Florida Division of Emergency Management, Owner, Pasco County, Florida, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions at reasonable times. "Reasonable" shall ordinarily mean during normal business hours of 8 a.m. to 5 p.m., local time, Monday through Friday.
 - (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - (3) The Contractor agrees to provide Pasco County, Florida or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 - (4) In compliance with the Disaster Recovery Act of 2018, the Owner and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by Pasco County, Florida or the Comptroller General of the United States.
 - (5) The Contractor shall include the aforementioned recordkeeping requirements in all approved contracts, subcontracts, and assignments.

14. Bonding Requirements

The Contractor agrees that related contracts must include the required contract clauses outlined in 2 C.F.R. § 200.326 and Appendix 11; and if the contract is for construction or facility improvement it must also include the Federal bonding requirements 2 C.F.R. § 200.325.

15. Employment Eligibility Verification

- a. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require the Contractor to:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subrecipient during the Agreement term; and,
 - ii. Include in all contracts under this Agreement the requirement that contractors, subcontractors, and consultants performing work or providing services pursuant to this Agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, and consultants during the term of the contract.
- b. The Department of Homeland Security's E-Verify system can be found at: <http://www.uscis.gov/e-verify>
- c. If the Contractor does not have an E-Verify MOU in effect, the Contractor must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

16. DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Pasco County, Florida pre-approval.

17. Compliance with Federal Law, Regulations, and Executive Orders

- a. This is an acknowledgement that Pasco County, Florida financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, Pasco County, Florida policies, procedures, and directives.

18. No Obligation by Federal Government

- a. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

19. Program Fraud and False or Fraudulent Statements or Related Acts

- a. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

20. Procurement By Non-Competitive Proposals

- a. Policy:
 - i. It is the policy of BayCare Health System Inc. to follow the Uniform Federal Guidance 2 CFR 200.320 in regard to procurement by noncompetitive proposals (Sole Source Purchasing). Procurement by noncompetitive proposals is

procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source
 - (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation
 - (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity
 - (4) After solicitation of several sources, competition is determined inadequate.
- ii. The procurement must be necessary for the program, project, research or other circumstance supported by the grant; not reasonably available and accessible of the type normally charged as a direct cost to existing sponsored agreements and purchased in accordance with other Institutional policies and procedures.

21. In the Event of a Non-Emergent Procurement the PD/PI Should Complete:

- a. **Cost Price Analysis Form** which includes contractor's total cost proposal or price to determine which are allowable, show their direct relation to the requirements and, reasonableness; and complete the related BayCare **Cost Analysis Worksheet** to support the proposed budget or quotation outlined in the Cost Price Analysis Form. Completion of these forms by the originating department will document that a Cost Analysis has been conducted.
- b. If no additional vendors were available to conduct a comparison against using the Cost Price Analysis Form, please also complete and attach the **Sole Source Justification Form**.
- c. **Responsible Contractor Form:** to document that any contractors have been reviewed and approved for their compliance with Uniform Guidance, Title 2, Subtitle A, Chapter II, Part 200, Subpart D, §200.318, section H.
- d. In addition, related contracts must include the required contract clauses outlined in 2 C.F.R. § 200.326 & Appendix 11; and if the contract is for construction or facility improvement also include the Federal bonding requirements 2 C.F.R. § 200.325.

22. Build America Buy America Act (BABA)

- a. The Contractor shall comply with the requirements under the Build America, Buy America Act when using Federal funds for the purchase of iron, steel, manufactured products, and construction materials permanently incorporated into infrastructure projects as applicable pursuant to the Build America, Buy America Act. All iron, steel, manufactured products

and construction materials used under a federally grant funded project must be produced in the United States as applicable pursuant BABA. The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award.

- b. For purposes of this section:
 - i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

23. Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms. 2 C.F.R. § 200.321

- a. Contractors will take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible.
- b. Affirmative steps must include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this section.

24. Compliance with Copeland “Anti-Kickback”

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate instructions may require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

25. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.
2 C.F.R. § 200.216

- a. Under this Agreement, grant funds will not be obligated or expended to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - A. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - B. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - C. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - (4) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
 - (5) For more information, See 2 C.F.R. § 200.471.

26. Historic Artifact Discovery

If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

The terms in this Exhibit are hereby agreed upon by the Contractor as of this _____ day of _____, 2025.

Signed: 

Print Name: Jill Long

Title: Contracts Manager

[END OF EXHIBIT]

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

Agenda Report

Agenda Title Name: First Reading of Ordinance 2025-23: Amendment of Procurement Regulations and Procedures

Action Request: Motion to Approve First Reading of Ordinance 2025-23: Amendment of Procurement Regulations and Procedures

Strategic Objective: Operational Excellence

Date: December 2, 2025

Prepared By: Devon Schmidt, Director of Finance

Through: Frances Robustelli, City Manager

Summary of Issue: The revised Procurement Ordinance modernizes the city's procurement process to maximize public value, integrity, and accountability, explicitly incorporating a "cone of silence" to ensure fairness in competitive solicitations. It expands and clarifies key definitions, aligning terminology and procedures with state law and FDEM standards. The ordinance lists specific exemptions, such as federal and state-funded procurements (where state or FDEM rules supersede local), emergency purchases, utility services, real estate, legal services, and piggybacking on contracts awarded by other Florida entities in line with disaster recovery practices. The City Manager appoints a Procurement Manager to oversee daily operations, while the City Manager and Commission retain sole authority to execute contracts and change orders. Approval thresholds are set so the City Manager may approve contracts up to \$25,000, with commission approval required for higher amounts and emergency procurements of over \$25,000 must be reported to the commission. Procurement methodology is updated with a micro-purchase threshold (up to \$5,000, no quotes required), a simplified acquisition threshold (\$5,000–\$50,000, requiring three informal quotes), and a competitive proposal threshold (over \$50,000, requiring formal solicitation), with architectural and engineering services procured per Florida Statutes

(CCNA). During emergencies or declared states of emergency, normal procedures may be suspended, and federal emergency purchases must comply with 44 CFR 13.36, allowing inter-municipal emergency purchasing consistent with FDEM protocols. The ordinance enables cooperative and single source procurement, allowing purchases from other public or non-profit entities' contracts if competitively awarded, and single source procurement when only one vendor is available. Departments manage contracts, while the Procurement Manager handles disputes and vendor evaluations. Strict timelines and filing fees are established for protests and appeals, with grounds for protest limited to misapplication or inconsistency in evaluation criteria. The City Manager may suspend or debar vendors for up to five years for fraud, default, repeated poor performance, or other serious offenses, with written notice and an appeal process provided the updated version adds compliance with Senate Bill 180 (July 2025) as grounds for debarment. Clarifies that businesses debarred by the federal government are also ineligible. Key restrictions include prohibiting the breakdown of purchases to avoid approval thresholds, enforcing the cone of silence, requiring commission notification and justification for emergency waivers, strictly enforcing protest and appeal deadlines, and debarment for serious offenses. The ordinance is fully aligned with FDEM and state requirements, referencing relevant statutes and protocols for exemptions, emergency procedures, piggybacking, and procurement of professional services.

Funding:

Not Applicable

Attachments:

1. Procurement Ordinance Summary of Changes
2. Ordinance 2025-23 with Exhibit

Section/Topic	Old Version (DIVISION_4)	New Version	Notes/Comments
Exemptions	11 items	19 items	Expanded list in line with FDEM
Micro-purchase threshold	\$2,500	\$5,000	Raised
Simplified acquisition	\$25,000	\$50,000	Raised
Formal bid threshold	\$25,000	\$50,000	Raised
Bid terminology	ITB	RFB	Updated
Green business preference	Yes	Removed	Statute update 287.05701 Prohibition against considering social, political, or ideological interests in government contracting
Single source posting	7 days	15 days	Statute update
Protest process	Basic	Detailed, with fees	Legal updated
Debarment	General	Adds SB180, Fed. gov't	Expanded
City Commission authority	Implicit	Explicit	Legal clarity
Legal sections (conflict, etc.)	No	Yes	New

Ordinance 2025-23

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING AMENDMENT OF ARTICLE III, DIVISION 4, SECTIONS 2-281 THROUGH SECTIONS 2-295 OF THE ST. PETE BEACH CODE OF ORDINANCES; PROVIDING PURPOSE AND INTENT; UPDATING AND CLARIFYING THE DEFINITIONS; ESTABLISHING THE AUTHORITY AND DUTIES OF THE PROCUREMENT MANAGER; CLARIFYING THE AUTHORITY TO AWARD; UPDATING THE PROCUREMENT METHODOLOGY AND EMERGENCY PROCUREMENTS; CHANGING CONTRACT ADMINISTRATION; PRESCRIBING PROCUREMENT PROTESTS; ESTABLISHING A VENDOR SUSPENSION AND DEBARMENT PROCESS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach procurement regulations and procedures are established by Article III, Division 4, Sections 2-281 through 2-295 of the Code of Ordinances; and

WHEREAS, the City Manager recommends comprehensive changes to the City's procurement regulations and procedures for the purpose of effective and efficient administration; and

WHEREAS, Sections 2-281 through 2-295 of the Code of Ordinances are hereby amended as shown in EXHIBIT A; and

WHEREAS, the City Commission has determined the revised procurement regulations and procedures are in the City's best interest.

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

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

SECTION 2. Sections 2-281 through 2-295 of the Code of Ordinances are hereby amended as shown in EXHIBIT A to this Ordinance.

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

SECTION 4. Severability. The provisions of this Ordinance are declared to be severable, and

Items in ~~strike through~~ are to be deleted;

Items in underline are to be added.

*** indicates text that is unaltered but to be left out of the document for purposes of brevity.

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

SECTION 5. Scrivener's Error. The City Attorney may correct scrivener's errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

SECTION 6. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 7. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 8. Effective Date. This ordinance shall take effect immediately upon adoption.

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

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

Adrian Petrila, Mayor

I, Renee Rose, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2025.

Renee Rose, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Ralf Brookes, City Attorney

Items in ~~striketrough~~ are to be deleted;

Items in underline are to be added.

*** indicates text that is unaltered but to be left out of the document for purposes of brevity.

EXHIBIT A

Existing Code of Ordinances, Article III, Division 4, Sections 2-281 through 2-295 is amended as follows:

DIVISION 4. PURCHASES AND CONTRACTS¹

Editor's note— Ord. No. 20-09, § 3, adopted July 28, 2020, repealed div. 4, §§ 2-281—2-286, and enacted a new division, as set out herein. The former division pertained to similar subject matter and derived from the Code of 1960, §§ 2-7, 2-59; Ord. No. 8, § 6; Ord. No. 308, § 9; Ord. No. 352, § 1; Ord. No. 81-1, § 1; Ord. No. 82-24, § 1; the Code of 1983, § 2-86(a)—(h); Ord. No. 84-15, § 1, adopted March 20, 1984; Ord. No. 86-29, § 1, adopted Aug. 5, 1986; Ord. No. 94-19, § 1, adopted June 7, 1994; Ord. No. 00-21, § 1, adopted June 20, 2000; and Ord. No. 11-05, § 2, adopted June 14, 2011.

Sec. 2-281. Purpose and intent.

The purpose of this procurement ordinance is to maximize the value received for public funds through procurement; to provide safeguards for maintaining a procurement system of quality and integrity, such as cone of silence; and to provide for fair and equitable treatment of all persons involved in public procurement. It is the goal of the city to develop a comprehensive procurement system that will provide greater cost effectiveness and public accountability in the procurement process.

(Ord. No. 20-09, § 3, 7-28-20)

Sec. 2-282. Definitions.

For the purposes of this article, the following words and phrases shall be defined as follows:

Artistic services means the rendering by a contractor of its time and effort to create or perform an artistic work in the fields of music, dance, drama, folk art, creative writing, painting, sculpture, photography, graphic arts, craft arts, industrial design, costume design, fashion design, motion pictures, television, radio, or tape and sound recording.

Award means the acceptance of a bid or proposal by the proper authorized designee. The city commission must approve all awards over the authority of the city manager, with the exception of emergency purchases.

Bidder or proposer means an individual or business that submits a bid or proposal in response to a solicitation issued by the city.

Change order means a unilateral or bilateral written order amending a contract.

¹Editor's note(s)—Ord. No. 20-09, § 3, adopted July 28, 2020, repealed div. 4, §§ 2-281—2-286, and enacted a new division, as set out herein. The former division pertained to similar subject matter and derived from the Code of 1960, §§ 2-7, 2-59; Ord. No. 8, § 6; Ord. No. 308, § 9; Ord. No. 352, § 1; Ord. No. 81-1, § 1; Ord. No. 82-24, § 1; the Code of 1983, § 2-86(a)—(h); Ord. No. 84-15, § 1, adopted March 20, 1984; Ord. No. 86-29, § 1, adopted Aug. 5, 1986; Ord. No. 94-19, § 1, adopted June 7, 1994; Ord. No. 00-21, § 1, adopted June 20, 2000; and Ord. No. 11-05, § 2, adopted June 14, 2011.

City means the City of St. Pete Beach, Florida.

City clerk means an individual appointed by the city commission to keep and have the care and custody of the books, records, papers, legal documents and journals of proceedings of the city commission.

City manager means the city manager of the City of St. Pete Beach, Florida or his designee.

Commission means the mayor and city commission of the City of St. Pete Beach, Florida.

Competitive negotiations means a one or two-step solicitation issued under the competitive sealed procurement process where proposals are sought and the city enters into competitive negotiations to determine the proposal that is most advantageous to the city.

Cone of silence means a prohibition on any communication in regards to a particular RFP, RPQ, RFQ or any other advertised solicitation between a potential proposer, offerer, respondent, bidder or consultant and the city's staff including, but not limited to, the city manager, selection/evaluation committee(s), mayor, city commission and their respective staff. The prohibition of communication shall be between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays.

Consultants' Competitive Negotiation Act (CCNA) means a state law governing the procurement of professional services performed by any architect, professional engineer, landscape architect or registered surveyor and mapper in connection with their professional practice (F.S. § 287.055, as amended).

Contract means all types of binding agreements, including purchase orders, executed by the city manager.

Contractor or vendor means any individual or business having a contract with the city.

Cooperative procurement means a procurement conducted by or on behalf of more than one public procurement entity.

Debarment means the exclusion of a person or company from participating in a procurement activity for an extended period of time because of previous illegal or irresponsible action.

Evaluation committee means a group of three or more persons appointed by the city manager to review proposals received in response to an RFP.

~~*Green business certified* means a bidder or proposer having a recognized and official third-party certification demonstrating environmental stewardship, such as the B-corps certification.~~

~~*Invitation to bid (ITB)* means an advertised competitive solicitation which includes minimum qualifications and a definitive scope of work or precise specifications, where award(s) is made to the lowest responsive and responsible bidder.~~

Notice of intent to protest means the written notice by a contractor or vendor of their intent to protest to a competitive procurement decision pursuant to section 2-293 of this article. Proof of notice shall be a time stamped copy of a delivery receipt by e-mail, proof of mailing by the postal service, or private delivery service shall constitute proof of notification.

Procurement means the buying, purchasing, renting, leasing or otherwise acquiring of any supplies, services, or construction. It also includes all functions that pertain to the obtaining of any supply, service, or construction including description of requirements, selection and solicitation of sources, preparation and award of contract.

Procurement manager means the person holding the position as defined by the procurement ordinance section 2-283 authority and duties of the procurement manager.

Professional services (excluding CCNA) means any service where the city is obtaining advice, instruction or specialized work from an individual or business specifically qualified in a particular area where the main thrust is in intellectual ability, and whose profession is regulated by the State of Florida. Such services do not lend themselves

solely to price competition but to qualifications and price. Including but not limited to legal services, accountants, etc.

Protest means a written complaint presented to the procurement manager in reference to the award of a contract which resulted from an RFP, RFQ, or bid.

Protestor means a person or entity that submits a formal, written document submitted by an interested party to challenge the notice of intended decision to a competitive procurement.

Public entity means any agency of the federal, state, any local government, or any nonprofit organization.

Purchase manual means the written purchasing procedures and practice to use in processing goods and services for the city.

Request for Bid (RFB) means an advertised competitive solicitation which includes minimum qualifications and a definitive scope of work or precise specifications, where an award is made to the lowest responsive and responsible bidder.

Request for price quote (RPQ) means an informal solicitation where written responses are obtained from businesses, without formal advertising or receipt of sealed bids.

Request for proposals (RFP) means a written solicitation used for competitive procurement of proposals for commodities and/or services for which the scope of work, specifications, or contractual terms and conditions cannot always be defined. The most advantageous proposer will be selected.

Request for qualifications (RFQ) means a formal solicitation typically used for professional services where the initial ranking and selection is based on businesses qualifications without price being used as a factor.

Responsible bidder or proposer means any person, firm or corporation who has the capability in all respects to fully perform the contract requirements.

Responsive bidder means any individual or business who has submitted a response which conforms in all material respects to the solicitation.

Single source procurement means the purchase of a good or services for which there is no other vendor who can compete, and an equal product or service is not available from any other source.

Solicitation means an invitation to bid, request for proposal, request for quotation or any document issued by the city for the purpose of obtaining bids, proposals, or other offers from businesses for the purposes of procurement.

Submittal means the document(s) submitted by a bidder or proposer in response to a solicitation.

(Ord. No. 20-09, § 3, 7-28-20)

Sec. 2-283. Exemptions.

The following shall be exempt from the procurement ordinance:

- (1) Federal or State of Florida funded or governed procurements where their rules and regulations supersede this article (e.g., Consultants' Competitive Negotiation Act).
- (2) Contracts for those professional services specified in the city Charter, as well as hiring of independent contractors under the Charter.
- (3) Procurements for utility services.
- (4) Real estate property.
- (5) Persons retained as expert consultants.

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- (6) City-sponsored events at venues not owned by the city, inclusive of rental of the facility, and all other associated goods and services.
 - (7) Entertainment services for city-sponsored events.
 - (8) Purchase of groceries for declared emergencies.
 - (9) Donation of goods and services from 501(C)(3) not-for-profit organizations.
 - (10) Service on any of the city committees.
 - (11) Artistic services.

(12) Office supplies

(13) Debt Service Payments

(14) Postage

(15) Building rent

(16) Insurance payments

(17) Training and Seminars

(18) Travel expenses

(19) Any procurement under State of Florida purchasing agreements and contracts. Procurement may also be through contracts competitively awarded by counties or municipalities within the state if the vendors agree to provide the City of St. Pete Beach, FL the same goods or services, under the same conditions, terms and prices.

(20) Services of attorneys and other legally related services, including legislative consultants. Contracts for attorney services and other legal services shall be secured by negotiation of the county attorney as approved by the board of county commissioners.

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(21) Appraisers, and expert witnesses for condemnation matters, and similar services; sale, acquisition or lease of real property; real estate brokers; title insurance, abstracts or opinions or title; surveys in connection with acquisition, sale or lease of real property. Contracts for these services shall be negotiated by the county attorney.

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(22) All heavy equipment repairs. The department/division shall request and evaluate the quotations and make the recommendation for award.

(23) Service/Maintenance Contracts: Continuing service and/or maintenance contracts that are initially awarded by the City Commission as part of a product acquisition/installation to a vendor who is the manufacturer, developer, or who is the authorized service agent thereof and for which funds are annually appropriated in the budget are exempt from further competitive requirements. Examples are software/hardware maintenance, building systems maintenance, security systems, etc.

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(24) Software. Upgrades, software modification services by the copyright holder, and related software enhancements to installed software purchased through competitive means are exempt. The purchase of new software packages or systems shall follow the thresholds and procedures of the policy to ensure competitive selection.

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(25) Payroll, personnel, full or part-time, whether in the classified service or not.

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(26) Travel arrangements and expenses.

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(27) Petroleum products (fuel and oil).

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(28) Procurement of banking services for any bond or loan issuance, refund, or other related activities.

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(29) Purchases made with the proceeds from any grant, gift, bequest, or donation to the extent the application of this chapter would conflict with the requirements, conditions, or limitations attached to the grant, gift, bequest, or donation.

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(30) Agreements between the City and other entities for economic development services, grants, incentive programs, redevelopment agreements, and other development awards approved by the City Commission

(Ord. No. 20-09, § 3, 7-28-20)

Sec. 2-284. Authority and duties of the procurement manager.

The city manager shall have the authority to appoint a procurement manager who shall have authority for the implementation of procurement policies, procedures and the day-to-day management of procurement activities in accordance with the provisions of Florida Statutes applicable to local government entities, which shall include, but not be limited to:

- (1) Procure or facilitate the procurement of all goods and services.
 - a. Determine the best procurement methodology.
 - b. Issue solicitations.
 - c. Determine if solicitation responses are responsive and assist in the determination of responsibility.
 - d. Manage the evaluation, selection and award process.
 - e. Recommend the award of solicitations, except for solicitation where proposals are reviewed by an evaluation committee and the recommendation of award is provided by the evaluation committee.
 - ~~f. Recommend the renewal of contracts by the city manager.~~
 - g. Assist in the development of specifications/scope of work and ensure, to the extent practical, that they are competitive.
- (2) Development/implementation/administration of procurement policies and procedures, and operations manuals.

~~(3) Manage contract compliance including, but not limited to, contract performance, required insurance coverage, payment of subcontractors, resolution of disputes, claims, and protests.~~

~~(4) Manage the evaluation vendor/contractor performance process.~~

(5) Perform other duties as may be assigned or directed by the city manager or designee.

The city manager and mayor retain sole authority to execute contracts, agreements, purchase orders, and change orders as referenced in section 3.03 and 4.04 of the city's Charter.

(Ord. No. 20-09, § 3, 7-28-20)

Sec. 2-285. Authority to award.

Approval authority is based on the value of the award. Requirements for goods or services shall not be broken down into lesser amounts to avoid approval authority.

(1) The city manager shall be authorized to award the following without submittal to the city commission:

- a. Contracts for goods and services, including professional services, up to \$25,000.00 procured in accordance with this article.
- b. Change orders where the city commission has authorized the city manager to expend additional budgeted funds, for the goods or services, at the time of the initial award; where the cumulative amount does not exceed the city manager's approval authority; and the total cumulative value of the contract including the amendment(s) and change orders does not exceed \$25,000.00.
- c. Emergency procurements procured in accordance with the provisions of this article. All such purchases exceeding \$125,000.00 shall be reported to the city commission ~~within 30 business days of such action.~~ By the City Manager as soon administratively feasible.
- d. Exercise contract options to renew where such authority has been delegated at the time of initial award approval by the city commission if required.
- e. Reject all submittals or waive any minor irregularities contained in the submittals or in the solicitation process.

(2) The following items require authorization by the city commission:

- a. All contracts exceeding the city manager's authority.
- b. Change orders in excess of the city manager's authority.

(3) The city commission may reject the city manager's recommendation of award and reject all bids or proposals or award a bid or proposal as determined by the City Commission to be in the best interest of the City.

(Ord. No. 20-09, § 3, 7-28-20)

Sec. 2-286. Procurement methodology.

~~(a) Purchases to be authorized by the city manager.~~

~~(1) Purchases not exceeding \$2,500.00 shall require payment approval by a department director.~~

~~(2) Purchases in excess of \$2,500.00, up to \$25,000.00, shall require three RPQs and a purchase order authorized by the city manager.~~

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- ~~(b) *Competitively sealed procurements.* Procurements in excess of \$25,000.00 shall require competitive solicitation, except as otherwise provided in this division.~~
- ~~(1) Solicitation documents will be published on the city's website. Other resources may also be utilized, including online bidding platforms, cooperative resource-sharing pools and newspaper advertisements.~~
- ~~(2) ITBs shall be awarded to the lowest responsive and responsible bidder as determined by the city manager.~~
- ~~(3) Competitive negotiations will be awarded to the proposer providing the most advantageous proposal to the city, as determined by the city manager.~~
- ~~(4) RFPs and RFQs shall be awarded to provide for the city's best interest, as determined by the city manager.~~
- ~~(5) Submittals will be received by the city clerk. The city clerk will open the submittals at the stated time in the presence of the procurement manager. The name of the bidder or proposer shall be read aloud and recorded in writing.~~
- (1) Purchases to be authorized by the City Manager.
- a. *Micro-Purchase Threshold.* Purchases not exceeding \$5,000.00 may be made without competitive quotes, but the price must be considered reasonable. Purchases at or below the micro-purchase threshold shall require payment approval by a Department Director.
- b. *Simplified Acquisition Threshold.* Purchases in excess of \$5,000.00, up to \$50,000.00, shall require a minimum of three informal competitive quotes (RPQ's). Purchases between the micro-purchase threshold and the simplified acquisition threshold shall require a purchase order authorized by the City Manager.
- c. *Competitive Proposal Threshold.* Purchases in excess of \$50,000.00 shall require competitive solicitation (RFP's, RFB's, RFQ's), except as otherwise provided in this section.
- (i.) Solicitation documents will be published on the City's website. Other resources may also be utilized, including online bidding platforms, cooperative resource-sharing pools and newspaper advertisements.
- (ii.) RFB's shall be awarded to the lowest responsive and responsible bidder unless there is justification to award to a different vendor as recommended by the City Manager.
- (iii.) Competitive negotiations will be awarded to the proposer providing the most advantageous proposal to the City, as recommended by the City Manager.
- (iv.) RFPs and RFQs shall be awarded by an Evaluation Committee to provide for the City's best interest, as recommended by the City Manager.
- (v.) Submittals will be electronically sealed bids submitted through the online bidding system utilized by the City. The Procurement Manager will open the submittals at the stated time in the presence of a representative of the City Clerk's Office or their alternate. The name of the bidder or proposer shall be read aloud and recorded in writing.
- (c) *Architectural and engineering services.* All such services shall be procured in accordance F.S. § 287.055, as amended, (the "CCNA").
- (d) ~~Authorization.~~ The city manager may request written authorization from the city commission to waive the requirements of this division based on specific circumstances where it is not practical to comply with the requirements of this division.

(Ord. No. 20-09, § 3, 7-28-20)

Sec. 2-287. Post-award.

Contract amendment(s) which provide for the alteration of specifications or similar provisions of a contract, without changing the original scope of the project, may be approved by the city manager if the total cumulative value of the contract including the amendment(s) does not exceed \$25,000.00. Otherwise, city commission approval will be required.

(Ord. No. 20-09, § 3, 7-28-20)

Sec. 2-288. - Emergency and Declared State of Emergency procurements.

1. Emergency Procurements.

All normal procurement procedures and requirements may be suspended in accordance with the provisions of City's Charter and Code of Ordinances during an emergency, and authorize the emergency procurement of goods or services, using the most efficient and effective procurement methods, when there exists a clear and present danger to public health, safety, welfare, or other substantial loss to the city. The City Commission shall be notified, after the fact, of such procurement in excess of \$25,000.00. Such notification shall include the basis for the emergency, the contractor's name, the amount and type of contract, and the number of the purchase order or contract, if any.

(2) Declared State of Emergency Procurements.

All normal procurement procedures and requirements may be suspended in accordance with the provisions of City's Charter and Code of Ordinances during a declared state of emergency, and authorize the emergency procurement of goods or services, using the most efficient and effective procurement methods, in the event of or in anticipation of a natural disaster or catastrophic event. The City Commission shall be notified of such procurement in excess of \$25,000.00 after the fact. Such notification shall include a full written report of the circumstances of the declared state of emergency.

a. The City Manager may request another municipality to purchase for the City any needed emergency supplies, materials or equipment or the City may purchase from another municipality any needed emergency supplies, materials or equipment such municipality has available.

b. Purchases made during a declared federal emergency shall be consistent with the Code of Federal Regulations, 44 CFR 13.36, as amended.

Sec. 2-288. Emergency procurements.

~~(a) All normal procurement procedures and requirements may be suspended in accordance with the provisions of city's Charter and Code of Ordinances during a declared state of emergency, and authorize the emergency procurement of goods or services, using the most efficient and effective procurement methods, when there exists a clear and present danger to public health, safety, welfare, or other substantial loss to the city. The city commission shall be notified, after the fact, of such procurement in excess of \$25,000.00. Such notification shall include the basis for the emergency, the contractor's name, the amount and type of contract, and the number of the purchase order or contract, if any.~~

~~(b) Declared state of emergency procurements.~~

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- ~~(1) In the event of or in anticipation of a natural disaster or catastrophic event, the city manager is authorized to declare a state of emergency for purchasing purposes and suspend all normal procurement procedures and requirements and authorize the emergency procurement of goods or services, using the most efficient and effective procurement methods.~~
 - ~~(2) The city manager may request another municipality to purchase for the city any needed emergency supplies, materials or equipment or the city may purchase from another municipality any needed emergency supplies materials or equipment such municipality has available.~~
 - ~~(3) Purchases made during an emergency exceeding \$25,000.00 shall be reported by the city manager at the next regularly scheduled city commission meeting with a full written report of the circumstances of the emergency.~~
 - ~~(4) Purchases made during a declared federal emergency shall be consistent with the Code of Federal Regulations, 44 CFR 13.36, as amended.~~

~~(Ord. No. 20-09, § 3, 7-28-20)~~

Sec. 2-289. Contracts with other public/non-profit entities.

The city manager may authorize the purchase of goods and services from current contracts of other public, governmental, state/federal funded agencies, non-profit entities, or cooperative resource-sharing pools, where the contracts have resulted from a formal competitive procurement process and do not exceed \$25,000.00. The procurement manager shall conduct an analysis to determine that the pricing under the contract is the most advantageous procurement method available to the city.

(Ord. No. 20-09, § 3, 7-28-20)

Sec. 2-290. Single source procurement.

Purchase of goods or services may occur without competition when the city manager makes a determination that the required goods or services are available from only one source or when it is determined that competitive bidding is not feasible or not advantageous to the city.

(Ord. No. 20-09, § 3, 7-28-20)

Sec. 2-291. Cooperative procurement.

The procurement manager may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of goods and services with one or more public entities. Cooperative procurement may include, but is not limited to, joint or multiparty contracts between public entities.

(Ord. No. 20-09, § 3, 7-28-20)

~~Sec. 2-292. Green business certified preference.~~

~~Green business certified bidders or proposers determined to be responsive and responsible shall have the opportunity for preference. For awards based solely on price, green business certified bidders who are not the original lowest bidders but are within five percent of the lowest responsive and responsible bid, shall have the opportunity to re-submit by matching the original lowest responsive and responsible bid. For awards based on additional criteria and determined by points, green business certified proposers will receive additional consideration not to exceed two percent of the total weighted criteria.~~

(Ord. No. 20-09, § 3, 7-28-20)

Sec. 2-29~~23~~. Contract administration.

- (a) *Management.* City departments shall be responsible for the day-to-day management of all contracts and the initial resolutions of performance related issues. All issues related to contract interpretation shall be handled by the procurement manager. Where the vendor's performance potentially places it in default of its contract the department shall work with the procurement manager. The procurement manager shall notify the vendor in writing that its performance has placed it in potential default, and the procurement manager shall assist the department director in the resolution of the performance issues.
- (b) *Disputes.* The city manager shall establish a procedure ~~(located in the city's "purchase manual")~~ for the resolution of contract disputes, including applicable timelines, which provides provisions for the vendor to initially request a review and decision by the procurement manager, and then allow for an appeal of the procurement manager's decision to the city manager. The procedures shall mandate that this process must be followed prior to the vendor seeking relief through judicial means.
- (c) *Evaluations.* The procurement manager shall establish a vendor performance evaluation program that will then be used in considering contract terminations, contract renewals, and future procurement awards.

(Ord. No. 20-09, § 3, 7-28-20)

Sec. 2-294.- - Protests.

The ~~procurement manager~~Procurement Manager shall establish written policies and procedures for protests of solicitations of \$25,000.00 or less. Protests of solicitations in excess of \$25,000.00 shall follow the below procedures:

(1) ~~_____ Filing of protest~~Protest.

~~a. _____ The written protest must be filed with the procurement manager~~Procurement Manager, with a copy to the ~~city clerk~~City Clerk, based on the following timeframes.

1. _____ A prospective bidder/proposer who perceives that it is precluded from submitting a response to a solicitation due to the requirements of the solicitation, including the terms and conditions, specifications or drawings, may file a protest with the procurement manager. The protest shall be submitted to the ~~procurement manager~~Procurement Manager, with a copy to the ~~city clerk~~City Clerk, within four business days after the solicitation is either posted on the ~~city's~~City's website or an announcement is placed in a newspaper, whichever is earlier.

2. _____ A prospective bidder/proposer who has submitted a solicitation response under the solicitation may protest the recommended award to the ~~procurement manager~~Procurement Manager. The protest shall be filed with the ~~procurement manager~~Procurement Manager, with a copy to the ~~city clerk~~City Clerk, within four business days after notice has been sent to the bidder/proposer of the ~~city manager's~~City Manager's or ~~procurement manager's~~Procurement Manager's, as applicable, written recommendation of award. A time stamped copy of a delivery receipt by e-mail, proof of mailing by the postal service, or private delivery service shall constitute proof of notification. Actual receipt by the vendor of the notification shall not be required to trigger the time period for a protest.

A written protest received by the ~~procurement manager~~Procurement Manager after the stipulated timeframe shall not be considered. All timeframes in this section shall be strictly construed.

b. ~~_____~~ The written protest cannot challenge the established criteria for the minimum qualifications ~~or, evaluation criteria or the scoring of submittals during the evaluation process based on the,~~ but protests may be allowed alleging that evaluation criteria ~~–~~ were misapplied, inconsistently applied, or factually unsupported.

c. ~~_____~~ The written protest shall state with specificity the facts and law upon which the protest is based and shall include all pertinent documents and evidence and shall be accompanied by the required filing fee(s) as provided below. This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission to the procurement manager at the time of filing the protest shall be permitted in the consideration of the written protest or any appeal thereof.

(2) ~~_____~~ *Authority to ~~resolve protests.~~ Resolve Protests.* The procurement manager shall have the authority to settle and resolve timely protests. During the evaluation of the protest the procurement manager shall have the authority to obtain written clarification of the supporting documentation and evidence from the party submitting the protest; provided, however, this is not an opportunity to the protester to introduce new grounds for the protest, but may include supporting documentation directly responsive to the City's request. The procurement manager shall have 15 business days to issue a written decision on the protest. A copy of the decision will be forwarded to the protester and filed with the city clerk.

(3) ~~_____~~ *Appeal of ~~procurement manager's~~ Procurement Manager's written decision.* The protestor may appeal the ~~procurement manager's~~ Procurement Manager's written decision by filing a written request of appeal to the ~~city manager~~ City Manager, with a copy to the ~~city clerk~~ City Clerk, within three business days of notification of the procurement manager's written decision. Such notification shall comply with the timeline and proof of delivery as stipulated. The ~~city manager~~ City Manager shall have 15 business days to issue a written decision on the protest, which shall be based on the pertinent documents and evidence submitted with the initial filing of the protest together with any clarifications obtained by the ~~procurement manager.~~ Procurement Manager. A copy of the decision will be forwarded to the protestor and filed with the ~~city clerk.~~ City Clerk.

(4) ~~_____~~ *Appeal of ~~city manager's written decision.~~ City Manager's Written Decision.* The protestor may appeal the ~~city manager's~~ City Manager's written decision after exhausting all administrative remedies to the ~~city commission~~ City Commission by filing a written request for an appeal hearing to the ~~city clerk~~ City Clerk, with a copy to the ~~city manager~~ City Manager, within three business days of notification of the ~~city manager's~~ City Manager's written decision. Such notification shall comply with the timeline and proof of delivery as stipulated. The following procedures shall apply for an appeal hearing to the ~~city commission.~~ City Commission:

a. ~~_____~~ The protester shall submit a written request that an appeal hearing be scheduled before the ~~city commission~~ City Commission. The request must state the basis for the request and demonstrate that the protester has standing to bring the appeal. The basis for demonstrating standing in order to obtain an appeal hearing before the ~~city commission shall be limited to:~~ City Commission shall be based solely on the grounds set forth in the protest and the additional information supplied that was specifically requested by the City, and shall be limited to:

1. ~~_____~~ The decision does not follow established law or legal precedent.
2. ~~_____~~ The decision was not based on the requirements of the solicitation.
3. ~~_____~~ The decision was biased, arbitrary and/or capricious.

b. ~~_____~~ The ~~city clerk~~ City Clerk will place the request for an appeal hearing and the appeal hearing on the next available ~~city commission~~ City Commission agenda. Prior to the ~~city commission~~ City Commission meeting the ~~city manager~~ City Manager shall provide to the ~~city commission~~ City Commission a written overview of the facts of the solicitation together with the decision rendered by the ~~city manager.~~ The ~~city commission's~~ City Manager. The City Commission's first decision at this meeting will be to determine whether the protester has standing and sufficient merit to ~~schedule an appeal hearing on~~

~~the city commission's agenda.~~ continue on to the appeal hearing which shall be the next item on the City Commission's agenda. If the City Commission determines that there is standing and sufficient merit, the appeal hearing shall proceed forward; otherwise, the appeal hearing shall not take place. The action by the City Commission shall be final agency action.

~~c. — Where the city commission determines that there is standing and sufficient merit, the city clerk shall schedule the appeal on the next available city commission agenda.~~

~~d. — The city manager.~~ d. Prior to the City Commission meeting as described above, the City Manager will provide the city commission with a detailed report of the solicitation, the specifics of the protester's appeal and the details of the findings and determinations of the ~~procurement manager~~ Procurement Manager and the ~~city manager~~ City Manager including any clarification material obtained in response to a request by the ~~city~~ City, prior to the appeal hearing by the ~~city commission~~ City Commission. The protester shall be provided the opportunity to make a presentation to the ~~city commission~~ City Commission, which shall be limited solely to the facts and details included in the initial protest submittal and including any clarification material obtained in response to a request by the ~~city~~ City. The protester shall be precluded from introducing any details, documents or information not included in the initial protest submittal except for any clarification material obtained in response to a request by the ~~city~~ City. The ~~city commission~~ City Commission shall base its decision on the existing record and facts as set for hearing.

~~(5) — Compliance with protest procedures.~~ Protest Procedures. Failure to comply with the stipulated timeframes for submission of ~~the notice of intent to file a protest or~~ the written protest, together with the required documentation and evidence, and the filing fee(s) stipulated below shall constitute the forfeiture of the protestor's right to protest. Appeal of ~~city commission~~ City Commission decision may be taken to the appropriate court with jurisdiction pursuant to Florida Statutes and rules of procedure.

~~(6) — Costs and filing fees.~~

~~a. — Written protest.~~ Protest. The written protest must be accompanied by a filing fee in the form of a money order or cashier's check in the amount of \$200.00, where the value of award is estimated to be, or is less than \$25,000.00. For protests where the value of award is estimated to be or is \$25,000.00 or greater the money order or cashier's check in amount equal to \$500.00 or two percent of the value of the bid/proposal, whichever is greater up to a maximum of \$2,500.00.

~~b. — Appeal to the city manager.~~ City Manager. The written appeal to the ~~city manager~~ City Manager must be accompanied by a filing fee in the form of a money order or cashier's check in the amount \$200.00, where the value of award is estimated to be or is less than \$25,000.00. For appeals where the value of award is estimated to be or is \$25,000.00 or greater, the money order or cashier's check in amount equal to \$500.00 or two percent, whichever is greater, up to a maximum of \$2,500.00.

~~c. — Appeal to the St. Pete Beach City Commission.~~ - The written request for an appeal to the ~~city commission~~ City Commission must be accompanied by a filing fee in the form of a money order or cashier's check in the amount \$500.00, or two percent, whichever is greater, up to a maximum of \$2,500.00.

~~d. — Refund of filing fees.~~ Filing Fees. All costs resulting from a protest shall be borne by the protestor. If a protest is upheld by either the ~~procurement manager~~ Procurement Manager or ~~city manager~~ City Manager, as applicable, the filing fee shall be refunded to the protestor less costs incurred by the ~~city~~ City. If the protest is denied or the request for an appeal hearing before the ~~city commission~~ City Commission is denied, the filing fee shall be forfeited to the ~~city~~ City in lieu of payment of costs incurred by the ~~city~~ City.

~~(7)—— Stay of procurement. Procurement. Upon the receipt of a written protest, the cityCity shall not proceed further with the solicitation pending resolution of the protest, unless the city managerCity Manager issues a written determination with specific factual findings that the solicitation process must continue to protect public safety, health, welfare, or the loss of funding.~~

~~(Ord. No. 20-09, § 3, 7-28-20)~~

Sec. 2-294. Protests.

The procurement manager shall establish written policies and procedures for protests of solicitations of \$25,000.00 or less. Protests of solicitations in excess of \$25,000.00 shall follow the below procedures:

~~(1)—— Filing of protest.~~

~~a.—— The written protest must be filed with the procurement manager, with a copy to the city clerk, based on the following timeframes.~~

~~1.—— A prospective bidder/proposer who perceives that it is precluded from submitting a response to a solicitation due to the requirements of the solicitation, including the terms and conditions, specifications or drawings, may file a protest with the procurement manager. The protest shall be submitted to the procurement manager, with a copy to the city clerk, within four business days after the solicitation is either posted on the city's website or an announcement is placed in a newspaper, whichever is earlier.~~

~~2.—— A prospective bidder/proposer who has submitted a solicitation response under the solicitation may protest the recommended award to the procurement manager. The protest shall be filed with the procurement manager, with a copy to the city clerk, within four business days after notice has been sent to the bidder/proposer of the city manager's or procurement manager's, as applicable, written recommendation of award. A time stamped copy of a delivery receipt by e-mail, proof of mailing by the postal service, or private delivery service shall constitute proof of notification.~~

~~A written protest received by the procurement manager after the stipulated timeframe shall not be considered.~~

~~b.—— The written protest cannot challenge the minimum qualifications or evaluation criteria or the scoring of submittals during the evaluation process based on the evaluation criteria.~~

~~c.—— The written protest shall state with specificity the facts and law upon which the protest is based and shall include all pertinent documents and evidence and shall be accompanied by the required filing fee(s) as provided below. This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission to the procurement manager at the time of filing the protest shall be permitted in the consideration of the written protest or any appeal thereof.~~

~~(2)—— Authority to resolve protests. The procurement manager shall have the authority to settle and resolve timely protests. During the evaluation of the protest the procurement manager shall have the authority to obtain written clarification of the supporting documentation and evidence from the party submitting the protest. The procurement manager shall have 15 business days to issue a written decision on the protest. A copy of the decision will be forwarded to the protester and filed with the city clerk.~~

~~(3)—— Appeal of procurement manager's written decision. The protestor may appeal the procurement manager's written decision by filing a written request of appeal to the city manager, with a copy to the city clerk, within three business days of notification of the procurement manager's written decision.~~

~~Such notification shall comply with the timeline and proof of delivery as stipulated. The city manager shall have 15 business days to issue a written decision on the protest, which shall be based on the pertinent documents and evidence submitted with the initial filing of the protest together with any clarifications obtained by the procurement manager. A copy of the decision will be forwarded to the protestor and filed with the city clerk.~~

- ~~(4) — *Appeal of city manager's written decision.* The protestor may appeal the city manager's written decision after exhausting all administrative remedies to the city commission by filing a written request for an appeal hearing to the city clerk, with a copy to the city manager, within three business days of notification of the city manager's written decision. Such notification shall comply with the timeline and proof of delivery as stipulated. The following procedures shall apply for an appeal hearing to the city commission:~~
- ~~a. — The protestor shall submit a written request that an appeal hearing be scheduled before the city commission. The request must state the basis for the request and demonstrate that the protestor has standing to bring the appeal. The basis for demonstrating standing in order to obtain an appeal hearing before the city commission shall be limited to:~~
 - ~~1. — The decision does not follow established law or legal precedent.~~
 - ~~2. — The decision was not based on the requirements of the solicitation.~~
 - ~~3. — The decision was biased, arbitrary and/or capricious.~~
 - ~~b. — The city clerk will place the request for an appeal hearing on the next available city commission agenda. Prior to the city commission meeting the city manager shall provide to the city commission a written overview of the facts of the solicitation together with the decision rendered by the city manager. The city commission's decision at this meeting will be to determine whether the protestor has standing and sufficient merit to schedule an appeal hearing on the city commission's agenda.~~
 - ~~c. — Where the city commission determines that there is standing and sufficient merit, the city clerk shall schedule the appeal on the next available city commission agenda.~~
 - ~~d. — The city manager will provide the city commission with a detailed report of the solicitation, the specifics of the protestor's appeal and the details of the findings and determinations of the procurement manager and the city manager including any clarification material obtained in response to a request by the city, prior to the appeal hearing by the city commission. The protestor shall be provided the opportunity to make a presentation to the city commission, which shall be limited solely to the facts and details included in the initial protest submittal and including any clarification material obtained in response to a request by the city. The protestor shall be precluded from introducing any details, documents or information not included in the initial protest submittal except for any clarification material obtained in response to a request by the city. The city commission shall base its decision on the existing record and facts as set for hearing.~~
- ~~(5) — *Compliance with protest procedures.* Failure to comply with the stipulated timeframes for submission of the notice of intent to file a protest or the written protest, together with the required documentation and evidence, and the filing fee(s) stipulated below shall constitute the forfeiture of the protestor's right to protest. Appeal of city commission decision may be taken to the appropriate court with jurisdiction pursuant to Florida Statutes and rules of procedure.~~
- ~~(6) — *Costs and filing fees.*~~
- ~~a. — *Written protest.* The written protest must be accompanied by a filing fee in the form of a money order or cashier's check in the amount of \$200.00, where the value of award is estimated to be,~~

~~or is less than \$25,000.00. For protests where the value of award is estimated to be or is \$25,000.00 or greater the money order or cashier's check in amount equal to \$500.00 or two percent of the value of the bid/proposal, whichever is greater up to a maximum of \$2,500.00.~~

~~b. — *Appeal to the city manager.* The written appeal to the city manager must be accompanied by a filing fee in the form of a money order or cashier's check in the amount \$200.00, where the value of award is estimated to be or is less than \$25,000.00. For appeals where the value of award is estimated to be or is \$25,000.00 or greater, the money order or cashier's check in amount equal to \$500.00 or two percent, whichever is greater, up to a maximum of \$2,500.00.~~

~~c. — *Appeal to the St. Pete Beach City Commission.* The written request for an appeal to the city commission must be accompanied by a filing fee in the form of a money order or cashier's check in the amount \$500.00, or two percent, whichever is greater, up to a maximum of \$2,500.00.~~

~~d. — *Refund of filing fees.* All costs resulting from a protest shall be borne by the protestor. If a protest is upheld by either the procurement manager or city manager, as applicable, the filing fee shall be refunded to the protestor less costs incurred by the city. If the protest is denied or the request for an appeal hearing before the city commission is denied, the filing fee shall be forfeited to the city in lieu of payment of costs incurred by the city.~~

~~(7) — *Stay of procurement.* Upon the receipt of a written protest, the city shall not proceed further with the solicitation pending resolution of the protest, unless the city manager issues a written determination that the solicitation process must continue to protect public safety, health, welfare, or the loss of funding.~~

~~(Ord. No. 20-09, § 3, 7-28-20)~~

Sec. 2-29~~54~~. Suspension and debarment.

The city manager shall, after written notice to a contractor or vendor having a contract with or seeking to do business with the city, have the authority to suspend or debar such vendor, contractor, individual, or company from receiving award of contracts from the city.

- (1) *Suspension.* The city manager may, after consultation with the procurement manager and city attorney, suspend a bidder/proposer from receiving award of contracts where the city manager believes there is probable cause for debarment. Such suspension shall remain in effect pending a determination on debarment. The maximum period for a suspension shall not exceed one year.
- (2) *Debarment.* The city manager may, after consultation with the procurement manager and city attorney, debar a business or individual from receiving award of contracts for a period of not more than five years. The basis for debarment includes, but is not limited to:
 - a. Conviction for obtaining or attempting to obtain a public or private contract through fraudulent means.
 - b. Conviction of financial crimes or other offenses indicating a lack of business integrity.
 - c. Default on a city contract.
 - d. Repeated failure to perform in accordance with the requirements of city contract(s), where the failure to perform diminished the quality of the goods or services received by the city and the city's documentation clearly reflects the vendor has been notified of their failure(s) to perform, the vendor has been provided the opportunity(ies) to correct its performance, and has failed to do so.
 - e. Collusion in obtaining or attempting to obtain a city contract.

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- f. Refusal to perform under a city contract.
 - g. Repeated failure to provide insurance or bonds to the city where required for the award of a contract or required to be maintained by a city contract.
 - h. Businesses that are owned by or employ an individual that has been debarred by the city.
 - i. Businesses and individuals debarred by other public or governmental entities.
 - j. Any other reason deemed serious enough by the city manager to justify debarment.

k. Any documentation outlining non-conformity with Senate Bill 180 passed July 2025 as it pertains to procurement or the City's Charter.

- (3) *Documentation of debarment or suspension.* The city manager shall provide a written document stating the basis for the debarment or suspension which shall be forwarded to the business or individual who has been debarred or suspended, with a copy provided to the city clerk. The letter shall also state that the action taken can be appealed to the city manager for reconsideration.
- (4) *Appeal.* The business or individual (appellant) who has been debarred or suspended may submit an appeal once during the term of the debarment or suspension. The appeal must include all documentation to demonstrate that the city manager's decision was incorrect, there were mitigating circumstances, or that the appellant has taken corrective action of a nature that the city manager should reconsider the debarment or suspension. Based on the appeal, the city manager shall issue a written decision to the appellant, with a copy to the city clerk, either denying the appeal, modifying, or terminating the term of the debarment or suspension. A business or individual appellant shall only be entitled to one appeal during the term of the debarment of suspension. An appeal of the city manager's decision may be filed with the appropriate court with jurisdiction pursuant to Florida Statutes and rules of court.

(Ord. No. 20-09, § 3, 7-28-20)

Secs. 2-295—2-319. Reserved.

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

Agenda Report

Agenda Title Name: First Reading of Ordinance 2025-22: Adopting Land Development Code Sec. 6.26. pertaining to reasonable accommodations for certified recovery residences

Action Request: Motion to [approve/approve with modifications/deny/continue to [specify date certain]] the first reading of Ordinance 2025-22.

Strategic Objective: Operational Excellence

Date: December 2, 2025

Prepared By: Vose Law
Brandon Berry, Senior Planner

Through: Frances Robustelli, City Manager

Summary of Issue: Senate Bill 954, signed in the 2025 legislative session, requires by January 1, 2026 that each municipality adopt an ordinance establishing procedures for the review and approval of certified recovery residences, prohibits public hearings for these residences beyond the minimum required by law, and requires municipalities establish a process to seek reasonable accommodation from any land use regulation that prohibits the establishment of a certified recovery residence. It also establishes timeframes for completeness determination and final decision on any reasonable accommodation required.

This ordinance is intended to satisfy the statutory requirements, while also setting some bounds on what constitutes a reasonable accommodation for administrative consideration purposes, such as only permitting the use where other residential and/or residential-equivalent uses are permitted, and prohibiting the uses from exceed the City's density standards.

Funding: N/A

Attachments:

1. Ordinance 2025-22: Markup

ORDINANCE NO. 2025-22

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, CREATING LAND DEVELOPMENT CODE SECTION 6.26. – CERTIFIED RECOVERY RESIDENCES; ESTABLISHING PROCEDURES FOR THE REVIEW AND APPROVAL OF CERTIFIED RECOVERY RESIDENCES AND A PROCESS FOR REQUESTING REASONABLE ACCOMMODATIONS FROM LOCAL LAND USE REGULATIONS AS MANDATED BY NEW FLORIDA STATUTE; PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, Section 397.487(15)(a), Florida Statutes, (“the new Florida Statute”) mandates that by no later than January 1, 2026, each municipality and county in the State of Florida must adopt an ordinance establishing procedures for the review and approval of certified recovery residences; and

WHEREAS, the new Florida Statute further mandates the inclusion within such ordinance of a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery resident; and

WHEREAS, the new Florida Statute provides that the regulation of the establishment of certified recovery residences must be consistent with the Fair Housing Amendments Act of 1988 (42 U.S.C. §§ 3601 et seq.) and Title II of the Americans with Disabilities Act (42 U.S.C. §§ 12131 et seq.); and

WHEREAS, this Ordinance is adopted for the purpose of compliance with Section 397.487(15)(a), Florida Statutes.

NOW THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF ST. PETE BEACH AS FOLLOWS:

Section 1. That the above recitals are true and correct and are incorporated herein by this reference.

Section 2. Section 6.26 of DIVISION 6 – SUPPLEMENTAL REGULATIONS of the City of St. Pete Beach Land Development Code shall be created and codified as follows: (Words that are ~~stricken out~~ are deletions; words that are underlined are additions.)

Section 6.26 - Certified Recovery Residences

(a) Definitions. The following terms shall be defined as follows:

1. Certified recovery residence means a residential dwelling that provides a peer-supported, alcohol-free, and drug-free living environment and is certified by a

credentialing entity approved by the Florida Department of Children and Families, pursuant to section 397.487, Florida Statutes.

- a. A Level I certified recovery residence houses individuals in recovery who have completed treatment, with a minimum of 9 months of sobriety. A Level I certified recovery residence is democratically run by the members who reside in the home.
 - b. A Level II certified recovery residence encompasses the traditional perspectives of sober living homes. There is oversight from a house manager who has experience with living in recovery. Residents are expected to follow rules outlined in a resident handbook provided by the certified recovery residence administrator. Residents must pay dues, if applicable, and work toward achieving realistic and defined milestones within a chosen recovery path.
 - c. A Level III certified recovery residence offers higher supervision by staff with formal training to ensure resident accountability. Such residences are staffed 24 hours a day, 7 days a week, and offer residents peer-support services, which may include, but are not limited to, life skill mentoring, recovery planning, and meal preparation. Clinical services may not be performed at the residence. Such residences are most appropriate for persons who require a more structured environment during early recovery from addiction.
 - d. A Level IV certified recovery residence is a residence offered, referred to, or provided by, a licensed service provider to its patients who are required to reside at the residence while receiving intensive outpatient and higher levels of outpatient care. Such residences are staffed 24 hours a day and combine outpatient licensable services with recovery residential living. Residents are required to follow a treatment plan and attend group and individual sessions, in addition to developing a recovery plan within the social model of living in a sober lifestyle. No clinical services are provided at the residence and all licensable services are provided offsite.
2. *Reasonable accommodation* means a modification or exception to a local land use, zoning, or building regulation or policy, as necessary to afford individuals with disabilities equal opportunity to use and enjoy a dwelling. The authorization of a certified recovery residential use on a zoning lot where such use is prohibited shall not be approved administratively. Uses that require conditional use approval required under the Land Development Code shall not be approved administratively.
 3. *Disability* shall have the same meaning as defined under the Fair Housing Amendments Act and the Americans with Disabilities Act.
- (b) *Review Procedures.* The establishment of a certified recovery residence shall be subject to review and approval by the Community Development Department (“Department”), with such approval to be granted or withheld in compliance with all applicable local, state, and federal law, including the Fair Housing Amendments Act of 1988, 42 U.S.C.

ss. 3601 et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. ss. 12131 et seq. When not in conflict with the statutory timelines referenced in this section, all requests made under this procedure shall be reviewed administratively by departmental staff of the Technical Review Committee after receipt of a completed application, prior to issuance of a final written administrative determination.

- (c) *Application Required.* An applicant seeking reasonable accommodation to establish or operate a certified recovery residence shall submit a written application to the Department. The application must include, at minimum:
 - 1. Applicant Information: The name, mailing address, phone number, and email address of the applicant or the applicant's authorized representative.
 - 2. Property Information: The address and parcel identification number of the subject property.
 - 3. Accommodation Request: A description of the specific accommodation requested, including the applicable regulation or policy from which relief is sought, and an explanation of how the accommodation is necessary to afford equal housing opportunity.
- (d) *Date-Stamping and Acknowledgement.* Upon receipt of the application, the Department shall date-stamp the application and provide written acknowledgment of receipt to the applicant.
- (e) *Request for Additional Information.* If additional information is required from an applicant, the Department shall notify the applicant in writing within thirty (30) days of receipt of the application. The applicant shall respond to such request within thirty (30) days from the date of receipt of such notification.
- (f) *Final Determination.* The Department shall issue a final written determination within sixty (60) days after receipt of a complete application, which shall:
 - 1. Approve the request in whole, with or without conditions;
 - 2. Approve the request in part, with or without conditions;
 - 3. Deny the request, stating with specificity the objective, evidence-based reason for the denial and identifying any deficiencies or actions necessary for reconsideration.
- (g) *Automatic approval.* If a final written determination is not issued by the Department within sixty (60) days after receipt of a completed application, the request shall be deemed approved by operation of law, unless the parties mutually agree in writing to a reasonable extension of time.
- (h) *Revocation of accommodation.* The Community Development Department may revoke a previously granted reasonable accommodation for cause, including but not limited to violation of conditions of approval; lapse, revocation, or failure to maintain required certification or licensure under Florida law, if such status is not reinstated within one hundred eighty (180) days from lapse; and material misrepresentation of facts in the

application process. Applicants subjected to revocation shall be provided written notice of such revocation and shall have thirty (30) days upon receipt of written notice to respond contesting the validity of an accommodation revocation.

Section 3. If any section, subsection, sentence, clause, word, or phrase of this Ordinance is for any reason, declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision will not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This Ordinance shall take effect immediately upon its adoption.

FIRST READING: _____

PUBLISHED: _____

SECOND READING: _____

PUBLIC HEARING: _____

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

Adrian Petrila, Mayor

I, Renee Rose, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2025.

Renee Rose, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Ralf Brookes, City Attorney

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

Agenda Report

Agenda Title Name: First Reading of Ordinance 2025-21: Amending Land Development Code standards pertaining to accessory structures, ancillary equipment, and nonconforming uses and structures, and allowing encroachment of stairs and balconies under specified circumstances

Action Request: **Motion Request;** Motion to [approve/approve with modification/deny/continue to [specify date certain]] the first reading of Ordinance 2025-21.

Strategic Objective: Recovery, Resiliency & Sustainability

Date: December 2, 2025

Prepared By: Brandon Berry, Senior Planner

Through: Frances Robustelli, City Manager

Summary of Issue: This request is made to request a second first reading vote due to changes to the Ordinance title made as a result of feedback received at the initial first reading hearing in October.

Changes since the October meeting are highlighted in the document. Significant changes include the following:

- Modifications to language for clarity and readability;
- Clarifying that nonconforming use-containing structures cannot be substantially improved, in addition to prohibitions on additions and other modifications;
- Prohibiting continued use of nonconforming accessory structures following elective redevelopment and changes in use; and,
- Permitting grandfathered residential and lodging uses that are nonconforming by unit count, which were lost to a catastrophic event, to be reconstructed with the same unit count

subject to area and height restrictions within the later of one year of the event or 60 days following expiration of a state of emergency that caused the catastrophic loss. This provides some parity for those uses with the development tolling provisions required by the State of Florida, which often extend rights for several years following a natural emergency declaration.

Funding: N/A

Attachments: 1. Ordinance 2025-21 - Markup

ORDINANCE NO. 2025-21

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, AMENDING THE ST. PETE BEACH LAND DEVELOPMENT CODE SECTIONS 3.10., 6.13., 6.14., AND 6.22. TO INCREASE FRONT YARD STAIR ENCROACHMENTS FOR SPECIFIED RESIDENCES, ALLOW RETENTION OF NONCONFORMING BALCONY FOOTPRINTS AND SPECIFIED NONCONFORMING RESIDENTIAL ACCESSORY STRUCTURES FOLLOWING SUBSTANTIAL IMPROVEMENT TO THE PRIMARY RESIDENCE, CLARIFY RESTRICTIONS ON NONCONFORMING USES AND AMEND RESTRICTIONS ON ELEVATED AND SUBSTANTIALLY-IMPROVED NONCONFORMING STRUCTURES, MODIFY RESIDENTIAL STORAGE BUILDING STANDARDS, MODIFY RESIDENTIAL EQUIPMENT SETBACK STANDARDS, AND PROVIDE A FRONT YARD SETBACK LINE ALTERNATIVE FOR RESIDENTIAL CUL-DE-SAC AND CURVED STREET LOTS; PROVIDING FOR SEVERABILITY, CODIFICATION AND SCRIVENER'S ERRORS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of St. Pete Beach occasionally finds land development standards in need of updating.

WHEREAS, residential neighborhoods City-wide are experiencing significantly more redevelopment and both voluntary and mandatory elevation than any time in the past several decades due to effects of the 2024 hurricanes, which can carry significant challenges.

WHEREAS, the City Commission of the City of St. Pete Beach finds the proposed modifications to development standards are not of a nature that will create significant additional visual burden on abutting properties, are reasonable in scale and scope, and will assist with accelerating neighborhood reoccupancy, which promotes the public health and welfare.

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

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

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

SECTION 2. The Land Development Code is amended as shown in EXHIBIT A to this Ordinance.

SECTION 3. Codification. This Ordinance shall be codified in the Land Development Code of the City of St. Pete Beach.

SECTION 4. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 5. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance as they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. Scrivener's Error. The City Attorney may correct scrivener's errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

SECTION 7. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 8. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 9. Effective Date. This ordinance shall take effect immediately upon adoption.

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

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

Adrian Petrila, Mayor

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

I, Renee Rose, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2025.

Renee Rose, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Ralf Brookes, City Attorney

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

EXHIBIT A

Sec. 3.10. Vested rights and nonconformities.

The purpose of this section is to regulate the continued existence of certain uses and structures established prior to the effective date of this Code that do not conform to these regulations. It is the intent of this Code to permit legally nonconforming uses and structures to continue in existence until they are removed or abandoned.

To avoid undue hardship, nothing in this Code shall be deemed to require a change in the plans, construction or designated use of any structure on which actual construction was lawfully begun prior to the effective date of this Code, or amendment thereto, and upon which actual building construction has continued unabated since inception of such construction, pursuant to valid building permits issued therefor.

- (a) *Nonconforming lots.* In any district in which single-family dwellings are permitted, notwithstanding limitations imposed by other provisions of this Code, except as provided below, a single-family dwelling and customary accessory buildings may be erected on any lot of record as of the adoption date of this Code. This provision shall apply even though such lot fails to meet the requirements for lot width or area, or both, that are generally applicable to the district, provided that the building setbacks and other requirements shall conform to the regulations for the district in which the lot is located.
- (b) *Nonconforming structures.* Where a lawful structure exists at the time of adoption or amendment of this Code which could no longer be built under the terms of this Code by reason of restrictions on lot area, impervious surface, height, or other such characteristics, such structure may continue to be used so long as it remains otherwise lawful, subject to the following provisions:
 - (1) No such structure may be enlarged, altered or improved in a manner which increases its nonconformity, except for the conditions set forth for elevating an existing structure in subsection (3)~~Aa~~. below.
 - (2) Any nonconforming structure which suffers substantial damage, as defined in this Code, shall only be repaired, restored or reconstructed in a manner which brings the entire structure into compliance with all requirements of this Code and other applicable codes of the city, except as provided in subsection (3)~~Dd~~. below.

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

- (3) Should such nonconforming structure be moved, either vertically or horizontally, it shall comply with the following:

- Aa. The structure may be moved, vertically only, such that the lowest habitable floor is elevated to or above the required ~~design flood elevation~~base flood elevation plus freeboard, as ~~defined and~~ established in the city's flood damage prevention regulations set forth in Chapter 98 of the Code of Ordinances. Additionally, the existing habitable ground floor of the structure beneath the required ~~design~~ base flood elevation plus freeboard may be converted to parking, storage and building access if in compliance with the structure's flood zone and the habitable floor(s) are reconstructed above.; When a structure proposed for such reconstruction is located within one or more required yard setbacks, the portion(s) of the structure reconstructed within those yard setback(s) shall possess no additional habitable floors, nor exceed the pre-reconstruction footprint of, the structure. However, both elevated and reconstructed structures may be permitted additions that are compliant with current required setbacks and all other applicable regulations, above. Compliance shall be as required for the structure's flood zone and degree of improvement or damage, including elevation on or conversion to open foundations comprised of piles, posts, piers, or columns for substantially-improved or damaged structures in the VE and Coastal A zones as applicable, and installation of flood vents and flood-resistant materials below the design flood elevation for substantially-improved or damaged structures in the AE zone as applicable. Reconstruction and elevation shall comply with all Florida Building Code and floodplain ordinance requirements for the structure's flood zone. Under no circumstances shall the resulting structure exceed the maximum height allowed by the zoning district.
- Bb. The structure shall be moved, horizontally only, such that no additional nonconformities are created, and no existing non-conformities are increased, by such relocation; and
- Cc. The structure shall be located on the property so that there is a setback of at least three feet from the nearest property line on all sides of the structure. Any additions to the structure made during or subsequent to the elevation or reconstruction of the structure, other than reconstruction of the habitable floor(s) of the structure above required ~~design~~ base flood elevation plus

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

freeboard when reconstruction is undertaken, shall comply with the existing required setbacks for the structure's zoning district.

~~Dd.~~ When a residential structure that is nonconforming solely by means of setback(s) suffers substantial damage or is electively substantially improved and the requirements of subsections (3)Aa. through ~~Cc.~~ preceding can be met, the structure may be eligible for a vertical move, elevation or reconstruction as set forth above but shall comply with all applicable floodplain management regulations and building codes.

~~Ee.~~ When subsection (3)A or D above is utilized, if the applicant cannot reasonably construct stairs to access the first living level without encroaching into the front setback, the applicant may be permitted to construct stairs without an independent roof overhang the required front yard. Stairs shall not encroach more than ten feet into the required front yard unless additional encroachment is demonstrated as necessary to avoid conflict with garage access or correct a safety issue. Under no circumstances shall stairs authorized through this permission be located closer than three feet to any property line. Elevation or habitable floor reconstruction as permitted in subsection (3)a. or d. above shall also permit one newly-constructed staircase to encroach into the required front yard when the following criteria are met:

- i. The subject structure is a single- or two-family residence; and,
- ii. The portion of the stairs and associated landings that encroach into the required front yard are not independently roofed or covered by an independent roofing system, are not enclosed except via a Florida Building Code-compliant railing or balustrade, and provide an open base between the footing and treads or landing, defined as a space that is at least 80 percent transparent when accounting for supports and any other structural or architectural component of the stairs; and,
- iii. The stairs, with landing and railing or balustrade, extend no higher than the first elevated or constructed living level within the front yard setback; and
- iv. Any landing that encroaches into the required front yard is no more than six feet in width or the minimum width required by the Florida Building Code, whichever is greater; and,

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

- v. The stairs, with landings, project no more than seven feet from the front wall of the residence adjacent the entry and encroach no closer than ten feet to the front property line, or five feet to the front property line for stairs built at the front of residences constructed to the House-Large, House-Medium, or House-Small standards of the Pass-A-Grille Overlay District, or those residences granted a Certificate of Appropriateness from the Historic Preservation Board pursuant to Section 28.8; or,
 - vi. The stairs project into the required front yard setback area but extend no closer to the front property line than the front wall of the residence that is maintained upon elevation or reconstruction, and additionally provide at least a three-foot setback from the front property line.
 - f. When a residence possesses one or more balconies that extend into the required front or rear setbacks, and the residence's habitable floor(s) is or are elevated or reconstructed above the property's required base flood elevation plus freeboard, a balcony may be reconstructed in the same footprint, location, and with the same openness and means of ground support, as the existing balcony.
- (4) Any nonconforming structure may be reinforced to make it resistant to hurricanes for the health safety and welfare of the public. These improvements include the addition of hurricane shutters, impact windows and doors, and hurricane straps.
 - (5) Ordinary repairs and maintenance may be made to a nonconforming structure provided that such repairs or maintenance do not constitute a substantial improvement as defined in the Land Development Code.
- (c) *Nonconforming uses.* Nonconforming uses of land, structures and premises which were lawfully established prior to the adoption of this Code, but which are not permitted or are otherwise currently prohibited by this Code, may continue to operate at their present location until such time as such use has been discontinued. If the use is discontinued for more than 90 consecutive days or a total of 180 calendar days within a one-year period, subsequent use of the premises shall conform to the district regulations. Continuance of nonconforming uses are subject to the following provisions:
- (1) Uses nonconforming by the type of use are regulated as follows:

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

- a. There shall be no increase of a nonconforming use by expansion of the use to adjacent properties, to other structures on the property, or to other portions of a multi-tenant structure within which the nonconforming use is located. No multi-tenant structure may be converted into a single-tenant structure for the purpose of expanding a nonconforming use.
 - b. No structure in which a nonconforming use is located shall be enlarged, altered, **substantially** improved or relocated to occupy other portions of the lot upon which it is located or to increase the size of the structure.
 - c. When a structure which is occupied by a nonconforming use suffers substantial damage, said structure, if repaired, restored or reconstructed, shall only be occupied, upon completion, by uses which are allowed in the zoning district in which the structure is located.
- (2) Uses that are nonconforming by reason of development density are regulated as follows:
- a. The recognized number of units on such property shall be determined by the number shown in the property records on file with the city as of the date of adoption of this section.
 - b. There shall be no increase in the number of units by expansion or alteration of the use.
 - c. Except as provided for elsewhere in this Code, any property, upon which there are one or more buildings having such pre-existing nonconforming number of units shall be brought into conformity with the density requirements of this ordinance when any building is proposed to be substantially improved.
- (d) *Grandfathered nonconforming residential uses.* Notwithstanding the provisions of paragraph (c)(2) above and paragraph (e) following, nonconforming residential properties having a greater number of units than currently allowed under the provisions of the comprehensive plan and this Code that are lost through a catastrophic event may be reconstructed with the same number of units as they had prior to the loss under the following conditions:
- (1) For the purposes of this subsection only, transient accommodations shall be considered to be residential properties.

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- (2) The applicant can verify to the satisfaction of the city that the property contained the number of units, square footage and height that are proposed for replacement;
 - (3) The replacement structure(s) shall be no larger in square footage, nor taller than the original structure, except that structure height may be increased by the ~~height of the base~~ distance between existing, established grade and the required base flood elevation plus required freeboard where necessary to comply with flood hazard mitigation requirements;
 - (4) Provided there are no conflicts with other codes and that no adverse impacts on adjacent properties will be created, the replacement structure(s) may be permitted to be constructed with the same footprint as the original structure(s);
 - (5) The replacement structure(s) shall meet all other local, state and federal requirements in place at the time of replacement; and
 - (6) Permits to rebuild under these provisions shall be obtained within one year of the catastrophic loss, or 60 days following the expiration of an executive order issued by the office of the governor that declared a state of emergency for the event that caused the catastrophic loss, whichever is later, unless a general extension of time has been granted by the city commission.
- (e) *Nonconforming accessory structures.* No nonconforming accessory structure shall continue after the principal use or structure is terminated by abandonment, substantial damage, elective redevelopment, change of use, or destruction, except as provided below. In addition to the other provisions of this section applicable to nonconforming structures, the following additional conditions shall apply to nonconforming accessory structures:
- (1) Any nonconforming accessory structure shall be brought into conformity with these regulations whenever ~~a substantial improvement to the accessory structure is substantially improved as defined in this code.~~ Nonconforming accessory structures shall also be brought into conformity with these regulations when the principal structure on the property is proposed and approved substantially improved, excepting those accessory structures associated with a detached single-family residence in the RU-1, RU-2, RLM-1, RLM-2, or RM zoning districts when the following is met:
 - a. The accessory structure is a deck cover, gazebo, or pool that has not sustained substantial damage as defined in this code, and is not proposed to be substantially

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improved in conjunction with or subsequent to the primary structure's substantial improvement; and,

b. The principal residence is substantially improved through elevation or conversion and reconstruction of the living level(s) of the residence; and,

c. The substantial improvement of the principal residence does not add more than ten percent in living square footage in conjunction with or subsequent to the substantial improvement, provided that this ten percent maximum excludes any living space added through the finishing of an existing attached garage or carport that shares the same roofline as the primary residence and is elevated or reconstructed; and,

d. The accessory structure is not located within an easement and does not cross any zoning lot property boundary.

(2) Notwithstanding the foregoing, any accessory structure which is designated and constructed as a garage, the principle purpose of which is the storage of motor vehicles for single-family residential purposes, which is substantially damaged as the result of a catastrophic event as defined in the Code of Ordinances, may be reconstructed in accordance with the criteria set forth in subsection (d) hereof.

(23) Any nonconforming accessory structure which is destroyed or substantially damaged, shall, upon replacement, conform to all requirements of this Code and other applicable codes of the city. Any part of a nonconforming accessory structure which is destroyed or damaged to less than 50 percent of the value of such accessory structure may be repaired or restored if a permit for the repair or restoration is issued within 12 months of the date of the damage.

(f) *Repairs and maintenance; maintaining safe condition.* Repairs and maintenance of nonconforming structures are ~~permitted~~allowed.

Sec. 6.13. Residential accessory structures.

Accessory residential structures may be permitted only on zoning lots having one or more existing residential dwelling units and shall be regulated as follows:

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

- (b) *Residential storage buildings.* Residential storage buildings may be permitted as an accessory on a residential property. Only one such residential storage building is allowed, and the residential storage building shall be further regulated as follows:
- (1) The residential storage building shall be used exclusively for storage of household items, and no mechanical equipment such as window air conditioning units that could render the space as habitable or for use for any other purpose than storage shall be operated within or attached to such building.
 - (2) The placement of a residential storage building shall require a building permit, meet all applicable building codes, and shall be properly anchored. When the primary structure on a residential property undergoes substantial improvement or redevelopment and an existing residential storage building is proposed to be maintained on the property in compliance with these regulations, or a residential storage building is substantially improved, the storage building shall be subject to the same requirements as if it were newly constructed.
 - (3) All storm water runoff shall be directed and maintained on the property upon which the building is located.
 - (4) The residential storage building shall be located a minimum of 60 feet from the front property line and 20 feet from the secondary front yard, provided no residential storage building shall be permitted within the required yard for a waterfront yard.
 - (5) Residential storage buildings shall be subject to the following dimensional and required yard requirements.
 - a. *Maximum size:* ~~80~~120 square feet in area.
 - b. *Maximum height:* Eight feet in height as measured from grade to the highest point on the structure.
 - c. *Location:* May be located along any side or rear property line, except in secondary front yards and waterfront yards as provided in paragraph (4) above; and must be separated at least six feet from any other accessory structure.

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Sec. 6.14. Encroachment of certain specified ancillary residential equipment into required yards.

- (a) For the purpose of these regulations, ancillary equipment shall include but not be limited to generators, air conditioning compressors, and swimming pool and spa filters and pumps.
- (ab) Ancillary residential equipment installed no more than two feet above grade, such as but not limited to air conditioning compressors when permitted, swimming pool and spa filters and pumps, etc. shall be allowed to encroach into any required yards up to four feet, provided that any such equipment located in front of the residence shall be adequately shielded from the adjoining property by either a solid enclosure or solid fence or wall and no resulting setback shall be less than 3 feet from any property line. Any residential ancillary equipment installed more than two feet above grade in any location for the first time, and any equipment installed more than two feet above grade that is associated with new construction of the residence to which it is associated, shall meet all required yard setbacks for the district in which it is located.
- (bc) Equipment newly installed more than two feet above grade shall not encroach into any required front or side yard setback. New or replacement equipment that is eligible under the Florida Building Code and the floodplain management regulations to be installed at or near grade, including pool equipment where so authorized, may encroach into any required yard up to four feet provided that any equipment located in front of the residence is adequately shielded through a solid enclosure, fence or wall, and no resulting setback is less than three feet from any property line. When this permission is utilized, the equipment shall be elevated no more than two feet above grade.
- (ed) New elevated equipment on any new or substantially improved residential structures shall not encroach into any required yard setback. This shall apply to any equipment installed for new or substantially improved structures or to such items being installed for existing structures the first time. When a residence is substantially improved and possesses permitted existing ancillary equipment that encroaches into a required yard, and **when permitted existing ancillary equipment encroaches into a required yard and is voluntarily or is required to be elevated above the floodplain,** it may be elevated in place subject to the following:
- (d) Change-outs or in-place elevation of existing residential equipment located in the required rear or side yard of a structure legally nonconforming to the current required design flood elevation, that has sustained damage from a flood and is required by the Florida Building Code to be elevated above the floodplain, shall be permitted to be elevated in place subject to the following criteria. Equipment required to be elevated shall be as applicable in section 701.3(2) of the Florida Building Code, Existing, as may be amended, and shall include condensers, generators, and other exterior residential equipment and appliances damaged by

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flood, but shall not include pool equipment when permitted by the Florida Building Code to be installed below the required flood elevation.

- (1) The bottom of the equipment shall be elevated no higher than one foot above the structure's lowest living floor, or required design base flood elevation plus freeboard, whichever is higher.
- (2) The equipment shall encroach no farther into the required yard than the equipment it is replacing, except that minimum additional encroachment may be permitted to avoid conflict with existing projections located on the structure and/or roof eaves.
- (3) If on a column or pedestal, the equipment with column or pedestal shall be located no closer than three feet from the property line.
- (4) If on a bracket the equipment with bracket shall be located no closer than three feet from the property line or, if elevated on a bracket such that any projection is no lower than 6'-8" from adjacent grade, shall not encroach beyond the property line.
- (5) The top of the equipment shall not exceed the height of the ridge of the roof of the structure to which it is attached or associated.
- (6) ~~This provision shall not apply to residential structures that are new or substantially improved, which are regulated by (c), above.~~ The equipment, if located within the required front yard of the property, encroaches no more than five feet beyond the front wall of the residence.

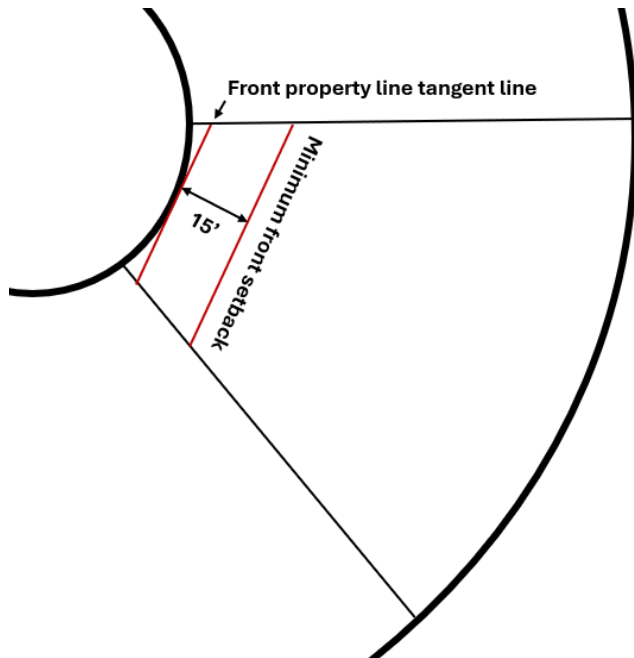
Sec. 6.22. Yard and measurement requirements.

- (a) *Required yards.* Examples of yards are shown in the illustration on the next page.
- (b) *Encroachment of open balconies ~~and stairs~~.* Open balconies may be permitted to encroach into required front or rear yards a distance of three feet.
- (c) Stairs that are independently roofed or covered by an independent overhang system shall meet all primary structure yard setback requirements for the zoning district in which they are located. Other stairs shall be permitted to encroach into required yards as follows:
 - (1) ~~Open~~ All stairs, without independent roof or overhang systems, may be permitted to encroach into any required yard setback a distance of three feet provided that no resulting setback shall be less than 2 feet from any property line.
 - (2) Residential single- or two-family homes possessing stairs meeting (1) preceding that also provide an open base between the footing and treads or landing, defined as a space that is at least 80 percent transparent when accounting for supports and any other structural or

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architectural component of the stairs, may encroach up to seven feet into the required front yard, provided the stairs are set no closer than two feet to the front property line. When the stairs include a landing that encroaches into the required front yard the landing shall be no wider than six feet, or the minimum width required by the Florida Building Code, whichever is greater.

(g) Front yard setbacks for lots located on the turning circle of a cul-de-sac or specified curved streets. When a property is located on the turning circle of a cul-de-sac or a concave curved intersection of two streets and has a zoning of RU-1, RU-2, RLM-1, RLM-2, or RM, the front property line for setback purposes, only, may be established by drawing a tangent line connecting the side property lines at the midpoint of the front arc. When this standard is used, the front setback from the tangent line may be 15 feet, as illustrated in the following graphic. Additionally, permitted encroachments provided for in this section may be established relative to this 15-foot front setback.



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

Agenda Report

Agenda Title Name: First Reading of Ordinance 2025-25: Amending Land Development Code Sec. 3.14 Appeals

Action Request: Motion to [approve/approve with modification/deny/continue to [specify date certain]] the first reading of Ordinance 2025-25.

Strategic Objective: Economic Development and Smart Growth

Date: December 2, 2025

Prepared By: Ralf Brookes, City Attorney
Kristin Coman, Senior Planner

Through: Laura Canary, Community Development Director

Summary of Issue: At the direction of the city commission, this ordinance amends the appeals section of the Land Development Code to designate the city commission as the de facto hearing body for the appeal of administrative staff decisions. Appeals of decisions made by the city manager, or their designee, will be heard by the city commission.

Staff has also provided an option for the city commission to designate a special magistrate to hear the case, at the commission's discretion. This action will be taken for a specific appeal and shall not be automatic.

Funding: N/A

Attachments: 1. Ord 2025-25 - First Reading

Ordinance 2025-25

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AMENDMENTS TO LAND DEVELOPMENT CODE 3.14 APPEALS; PROVIDING FOR CODIFICATION, CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERRORS; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City's development regulations are intended to promote health and the general welfare,

WHEREAS, the City Commission desires to hear appeals of decisions made by the city manager where it is alleged that there is an error in an order, zoning permit, condition, requirement, decision or determination by the city manager in enforcing the Land Development Code rather than delegate the administrative appeal to a hearing officer or advisory board,

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

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

SECTION 2. The City Land Development Code 3.14 Appeals is amended as shown in EXHIBIT A to this Ordinance.

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

SECTION 4. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance as they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 5. Scrivener's Error. The City Attorney may correct scrivener's errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

SECTION 6. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

Items in ~~striketrough~~ are to be deleted;

Items in underline are to be added.

*** indicates text that is unaltered but to be left out of the document for purposes of brevity.

SECTION 7. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 8. Effective Date. This ordinance shall take effect

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

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

Adrian Petrila, Mayor

I, Renee Rose, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2025.

Renee Rose, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Ralf Brookes, City Attorney

Items in ~~striketrough~~ are to be deleted;

Items in underline are to be added.

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EXHIBIT A – STRIKE THROUGH

Existing Land Development Code of Ordinances Section 3.14 is amended as follows:

Sec. 3.14. Appeals.

- (a) An appeal to a ~~hearing officer designated by~~ the city commission may be taken by any person aggrieved by any final decision of the city manager of the city where it is alleged there is an error in an order, zoning permit, condition, requirement, decision or determination by the city manager in enforcing the Land Development Code. An appeal shall be filed in writing on or before 30 days from the day of the administrative decision. This section does not apply to building permits. As an alternative, the city commission may also appoint a special magistrate to hear appeals filed under this section and refer an appeal to the special magistrate on a case by case basis in the discretion of the city commission.
- (b) Any person aggrieved by a final order of the city commission or any appointed board may appeal the order to the circuit court. The appeal shall be filed with the circuit court on or before 30 days following the issuance of the final development order.
- (c) When an appeal is filed, all proceedings in furtherance of the action affected by the decision being appealed from shall be stayed, unless city manager certifies, after the notice of appeal has been filed with the city, that by reason of facts stated in the certificate, a stay would cause imminent peril to life or property.
- (d) If the ~~hearing officer~~ city commission finds that said conditions exists, the ~~hearing officer~~ city commission may deny the stay and allow the administrative order to be executed.
- ~~(e) The city commission may appoint one or more hearing officers to hear appeals as provided in this section. Such hearing officers shall be attorneys licensed to practice law in all state courts of the State of Florida, and shall have been so licensed for a continuous period of at least five years up to the date of such appointment.~~

Items in ~~striketrough~~ are to be deleted;

Items in underline are to be added.

*** indicates text that is unaltered but to be left out of the document for purposes of brevity.

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

Agenda Report

Agenda Title Name: First Reading of Ordinance 2025-24: Revising Code of Ordinances Chapters 131 & 132 Pertaining to Communication and Small Wireless Facilities

Action Request: Motion Options: Motion to [approve/approve with modification/deny/continue to [specify date certain]] the first reading of Ordinance 2025-24.

Strategic Objective: Reliable Infrastructure

Date: December 2, 2025

Prepared By: Ralf Brookes, City Attorney
Brandon Berry, Senior Planner

Through: Frances Robustelli, City Manager

Summary of Issue: The subject ordinance includes amendments to Wireless Facilities in Chapters 131 and 132 of the City Code of Ordinances, which regulate communication facilities on *private property* (Ch 132), and small wireless facilities in the *City-owned rights-of-way* (Ch 132), respectively. These amendments are intended to significantly increase local regulation of these facilities within the extent permitted by federal and state law. Broadly, these amendments are intended to achieve the following:

- Increase setbacks from and discourage locating most communication facilities near residential neighborhoods and other low-intensity and/or environmentally-sensitive areas;
- Limit the height of most facilities within residential areas, outside of City-owned rights-of-way, to the maximum height permitted for a building in the subject zoning district, and require fall radius setbacks of these facilities from existing or approved buildings;
- Increase application requirements for facilities that could adversely affect sightlines for existing developments;
- Require compliance verification with environmental reviews and historic preservation

- considerations when facilities are located in a manner that could adversely affect these sites;
- Limit equipment on towers to the extent viable, excepting out those private rooftops that already contain most communication equipment; and
- Require additional post-construction certifications.

Two Florida statutes play key roles in setting standards that local governments must follow when considering permit applications for cell towers and other wireless facilities:

1. **F.S. § 365.172 applies to all wireless facilities.** “Emergency Communications Act,” specifically subsection (13) “Facilitating emergency communications service implementation.”
2. **F.S. § 337.401 applies only to wireless facilities in the right-of-way** – “Advanced Wireless Infrastructure Deployment Act.” specifically subsection (7) “Use of right-of-way for utilities subject to regulation; permit; fees,”

Although quite restrictive, both statutes recognize the traditional authority of local governments over land use development and zoning restrictions. Both statutes contain provisions allowing for wireless ordinances that ensure greater protection for residents, communities, property values, aesthetic considerations, landscaping, historic districts, and the environment.

Ch. 131 - How the Proposed Revisions Comply With and Build on F.S. § 365.172 – “Emergency Communications Act”

F.S. § 365.172(13) provides the statutory framework for the proposed revisions to the Ordinance for both Chapter 131 (for wireless facilities on private property) and Chapter 132 (for such facilities in the right-of-way). Some notable examples of proposed revisions that build on this statutory framework include:

- Proposed Section 131-5(c) and (d) adopt the criteria set out in the statutory definition of “colocation” in colocation applications only subject to building permit review under the

statute. These new provisions ensure that such applications actually meet the statutory criteria for this type of less burdensome review.

- Proposed Section 131-5.(f) implements the voluntary waiver of timeframes a local government may request, but not require, pursuant to **F.S. § 365.172(13)(d)3.c.** Nothing in the statute prevents local governments from requesting this waiver as a matter of course for all wireless facilities applications.
- Proposed Section 131-5.(g) establishes a completeness review process that leverages the requirement that a local government notify an applicant in writing that the application materials are not complete in compliance with the local government's regulations within 20 business days in **F.S. § 365.172(13)(d)3.a.**
- Proposed Section 132-16.(b)(8)i., "Guidance for location," uses the statutory allowance in F.S. § 365.172(13)(b)3. to restrict the placement of small wireless facilities, even for proposed facilities in the right-of-way, in residential areas as long as it is not an effective prohibition in that residential area.

Ch. 132- How the Proposed Revisions Comply With and Build on F.S. § 337.401 – Use of right-of-way for utilities subject to regulation; permit; fees.

Unlike F.S. § 365.172 which applies to all wireless facilities, F.S. § 337.401 only applies to the proposed revisions of Chapter 132 for wireless facilities located in the right-of-way.

Some notable examples of proposed revisions building on F.S. § 337.401 include:

- Proposed Section 132-7(d). "Permit application requirements, content, and review." The 14-day timeframe provision in **F.S. § 337.401(7)(d)7.** provides an opportunity to implement procedures for application completeness review. This completeness review procedure allows staff to focus solely on ensuring applicants have submitted all the items as per proposed Section 132-7.(a)(1)-(14).

- Proposed Section 132-14.(a)(1)d. addresses the exceptions to the permitting of micro-wireless facilities that ensure such proposed facilities will actually meet **F.S. § 337.401(7)(b)9's** statutory criteria setting the size limits for micro-wireless facilities.
- Proposed Section 132-15(a) adds new paragraphs (2), (3), and (4) that make use of the specified bases in **F.S. § 337.401(7)(b)11.a.-f.** on which the City may deny an application.
- Ordinance language quoting **F.S. § 337.401(7)(d)(2)** that the City may not require an applicant to provide more information than necessary to demonstrate compliance with applicable codes is deleted. The proposed revisions to the ordinance comply with the statutory limitations while allowing the City to protect residential areas.

Funding:

N/A

Attachments:

1. Chapters 131 & 132 Markup
2. Ordinance 2025-24

Ordinance 2025-24

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AMENDMENTS TO THE CODE OF ORDINANCES CHAPTER 131 WIRELESS COMMUNICATION TOWERS AND ANTENNAS AND CHAPTER 132 COMMUNICATION FACILITIES IN THE PUBLIC RIGHTS-OF-WAY; RENAMING CHAPTER 132 TO COMMUNICATION FACILITIES IN THE CITY RIGHTS-OF-WAY; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, CORRECTION OF SCRIVENER'S ERRORS, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of St Pete Beach desires to update its wireless communications code to clarify guidelines, standards, and timeframes for the exercise of authority within statutory limitations to regulate wireless facilities that comply with FCC rules and Florida State laws for administrative review and approval of wireless facility permits.

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

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

SECTION 2. The City of St Pete Beach Code CHAPTER 131 WIRELESS COMMUNICATION TOWERS AND ANTENNAS is amended as shown in EXHIBIT A to this Ordinance.

SECTION 3. Codification. This Ordinance shall be codified in the Land Development Code of the City of St. Pete Beach.

SECTION 4. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 5. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance as they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. Scrivener's Error. The City Attorney may correct scrivener's errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

SECTION 7. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 8. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 9. Effective Date. This ordinance shall take effect as provided by law.

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

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

Adrian Petrila, Mayor

I, Renee Rose, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2025.

Renee Rose, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Ralf Brookes, City Attorney

Chapter 131 - WIRELESS COMMUNICATION TOWERS AND ANTENNAS

Sec. 131-1. - Purpose.

The purpose of this chapter is to establish general guidelines for the siting of wireless communications towers and antennas to accomplish the following objectives:

- To employ the “General Authority” preserved to the City of St. Pete Beach under 47 U.S.C. § 332(c)(7)(A) to the greatest extent the United States Congress intended while simultaneously complying with each of the substantive and procedural requirements set forth within the subsection 47 U.S.C. § 332(c)(7)(B).
- To employ the “General Authority” preserved to the City of St. Pete Beach under Fla. Const. art. VIII § 2(b) to the greatest extent the Florida Legislature intended to preserve those powers in F.S. § 166.021, specifically the broad exercise of home rule powers pursuant to subsection (4).
- To employ the “General Authority” preserved to the City of St. Pete Beach pursuant to F.S. § 365.172(b)1., the Emergency Communications Act, to review any applicable land development or zoning issues, including, but not limited to aesthetics, landscaping, land-use based priorities, structural design, and setbacks when considering applications for wireless communications facilities.
- To implement City of St. Pete Beach regulations related to the provision of wireless communications services, and the siting of their facilities.
- To assure compliance with the Federal Communications Commission’s (FCC) legislative rules for Communication Facilities including those for radio frequency human exposure limits in 47 C.F.R. Part 1, Subpart I standards and those addressing State and Local Government Regulation of the Placement, Construction, and Modification of Personal Wireless Service Facilities, in 47 C.F.R. Part 1, Subpart U limitations associated with the regulation of the placement of towers that comply with those standards.
- To establish clear guidelines, standards, and timeframes for the exercise of the City of St. Pete Beach authority to regulate wireless facilities that comply with FCC rules and Florida State laws regarding reasonable timeframes for issuing decisions on wireless facility permits.
- To ensure that all wireless carriers providing facilities or services within the City of St. Pete Beach comply with the City of St. Pete Beach Code.
- To encourage the location of towers in non-residential areas;
- To minimize the total number of towers throughout the community;
- To strongly encourage the joint use of ~~new~~ and existing tower sites as a primary option rather than construction of additional ~~single-use~~ towers;

- To encourage users of towers and antennas to locate them, to the extent possible, in areas where the adverse impact on the community is minimal;
- To encourage users of towers and antennas to configure them in a way that minimizes the adverse visual impact of the towers and antennas through careful siting, design, siting, landscape screening, and innovative camouflaging techniques;
- To enhance the ability of the providers of telecommunications services to provide such services to the community quickly, effectively, and efficiently; recognize that technology and laws regarding these facilities have changed, so the city's regulations need to change accordingly;
- To consider the public health and safety of communication towers promote the health, public safety, comfort, convenience, prosperity, and general welfare of the people of City of St. Pete Beach; and
- To avoid potential physical injury to the public and damage to adjacent properties from tower failure through engineering and careful siting of tower structures;
- To conserve and enhance the unique natural beauty, irreplaceable natural resources, historical, natural, and man-made character and appearance of The Don CeSar Hotel ("The Pink Palace"), Boca Ciega Bay Aquatic Preserve, Upham Beach Park, St. Pete Beach Community Center, Pass-a-Grille Historic District and Beach, Beach Theatre, and the City of St. Pete Beach; and
- To protect the beachfront, marinas, scenic and visual character of the city.

In furtherance of these objectives, City of St. Pete Beach shall give due consideration to the comprehensive plan, zoning map, existing land uses, and environmentally sensitive areas in approving sites for the location of towers and antennas.

This section is not intended to, nor shall it be interpreted or applied to: (1) prohibit or effectively prohibit any wireless carrier service provider's ability to provide reasonable and necessary wireless communications services; (2) prohibit or effectively prohibit any entity's ability to provide reasonable and necessary interstate or intrastate telecommunications service; (3) unreasonably discriminate among providers of functionally equivalent services; (4) deny any request for authorization to place, construct or modify wireless telecommunications service facilities solely on the basis of environmental effects of radio frequency emissions so long as such wireless facilities comply in every instance and regard with all FCC's regulations concerning such emissions; (5) prohibit any eligible facility that the City of St. Pete Beach may not deny under federal or state law; or (6) otherwise authorize the City of St. Pete Beach to violate any applicable federal or state law.

Sec. 131-2. - Definitions.

As used in this chapter, the following terms shall have the meanings set forth below:

Accessory equipment or antenna equipment means equipment other than antennas used in connection with a small wireless facility or other infrastructure deployment. This includes but is not limited to, equipment, switches, wiring, cabling, power sources, shelters or cabinets associated with an antenna, located at the same fixed location as the antenna, and, when collocated on a structure, is mounted or installed at the same time as such antenna. For purposes of an eligible facilities request as defined at 47

C.F.R. §1.6100(b)(3) only, the term includes "transmission equipment" as defined in 47 CFR. § 1.6100(b)(8), as may be amended or superseded.

Accessory facility or accessory structure means a facility or structure serving or being used in conjunction with a personal wireless services facility or complex and located on the same property or lot as the personal wireless services facility or complex, or an immediately adjacent lot including, but not limited to, utility or transmission equipment, storage sheds or cabinets.

ACIP means the Federal Advisory Council on Historic Preservation.

Aesthetic or aesthetics refers to subjective or objective determinations related to whether and if so how well a facility will fit within the character of the area where the facility is proposed. This requires a broad range of factors including but not limited to visual effects and impact on property values. The city will consider aesthetics for all applications and, where not prohibited by federal or state law, reserves the ability to impose careful placement conditions or restrictions.

Alternative tower wireless facility structure (also called "Concealment element") means manmade trees, clock towers, bell steeples, light poles and similar alternative-design mounting structures not necessary to the operation of the facility that is intended to camouflage or conceal the presence of antennas, or towers, or base stations. Alternative wireless facility structure or concealment is distinguished from other aesthetic requirements intended to minimize the visual impact of a facility.

Antenna means any exterior transmitting or receiving device apparatus designed for the purpose of emitting radiofrequency (RF) radiation, to be operated or operating from a fixed location, such as mounted on a tower, building, or structure, pursuant to FCC authorizations for the provision of personal wireless service and any commingled information services, and used in communications that radiate or capture electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless telecommunications signals or other communication signals. This definition does not apply to antennas designed for amateur radio use or satellite dishes for residential or household purposes.

Antenna facility means an antenna and associated antenna equipment.

Applicant means any individual, corporation, limited liability company, general partnership, limited partnership, estate, trust, joint-stock company, association of two or more persons having a joint common interest, or any other entity submitting an application for a wireless communication facility permit, site plan approval, building permit, and/or any other related approval, for the installation, operation and/or maintaining of one or more wireless telecommunication facilities.

Application means all necessary and required documentation and evidence that an applicant must submit to receive a wireless telecommunications facility permit, building permit, or other city approval for personal wireless service facilities from the city.

Balloon test means the raising of a balloon (or placement of a "crank up" tower, crane or temporary structure) equal to the height of a proposed personal wireless services facility tower for a period of 4 hours on a pre-determined date and time prior to approval of a wireless facility permit application to assess the visual impact of a proposed tower.

Base station means for purposes of eligible facilities requests, as defined in 47 C.F.R. §1.6100(b)(1), a structure or equipment at a fixed location that enables FCC-licensed or authorized

wireless communications between user equipment and a communications network. The term does not encompass a tower or any equipment associated with a tower.

CEQ: Federal Council on Environmental Quality as established under Federal NEPA law.

City means the City of St. Pete Beach.

City commissioners or commissioners mean the city commissioners of St. Pete Beach.

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

Coastal construction control line or CCCL means the line established so as to define that portion of the beach-dune system which is subject to severe fluctuations based upon a 100-year storm surge, storm waves, or other predictable weather pursuant to F.S. § 163.151(1)(a). Nonhabitable major structures seaward of this line shall be designed and constructed with the more restrictive applicable requirements of the Florida Building Code, Building section 3109 and section 1612 pursuant to SPB Section 98.129.2.

“Colocation,” “colocate,” or “collocation,” “collocate” can have different meanings depending on context.

Where and when F.S. § 337.401 applies, the definition in § 337.401(b)(7) shall also apply. That definition currently states:

“Collocate” or “collocation” means to install, mount, maintain, modify, operate, or replace one or more wireless facilities on, under, within, or adjacent to a wireless support structure or utility pole. The term does not include the installation of a new utility pole or wireless support structure in the public rights-of-way.

Where and when F.S. § 365.172 applies, the definition in § 365.172(3)(f) shall also apply. That definition currently states:

“Colocation” means the situation when a second or subsequent wireless provider uses an existing structure to locate a second or subsequent antennae. The term includes the ground, platform, or roof installation of equipment enclosures, cabinets, or buildings, and cables, brackets, and other equipment associated with the location and operation of the antennae.

Where and when the FCC’s general rules for placement, construction and modification of personal wireless facilities apply, the definition in 47 C.F.R. § 1.6002(g) shall also apply. That definition currently states:

Collocation, consistent with § 1.1320(d) and the Nationwide Programmatic Agreement (NPA) for the Collocation of Wireless Antennas, appendix B of this part, section I.B, means—

- (1) Mounting or installing an antenna facility on a pre-existing structure; and/or
- (2) Modifying a structure for the purpose of mounting or installing an antenna facility on that structure.

(3) The definition of “collocation” in § 1.6100(b)(2) applies to the term as used in that section.

Where and when the FCC’s rules for wireless facility modifications apply, the definition in 47 C.F.R. § 1.6100(b)(2) shall also apply. That definition currently states:

(2) Collocation. The mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes.

Communications tower or tower means a mast, pole, monopole, slim stick, guyed tower, lattice tower, freestanding tower, or other structure designed to support or employed to support antennas and other equipment, including but not limited to dishes, transceivers and arrays used to provide personal wireless services and wireless communications services. If building-mounted the building is not part of or considered a “tower.” A ground- or building-mounted mast greater than ten feet tall and six inches in diameter, supporting one or more antennas, dishes, arrays, etc. shall be considered a communications tower.

Complete application or Completed application means an application that contains all the necessary and required information, records, evidence, reports, and/or data necessary to enable an informed decision to be made with respect to an application, including each federal or state law that applies to that application. The application must state each federal statute or agency legislative rule that is claimed to apply and provide all facts necessary for the city to verify applicability and eligibility. Where any information is provided pursuant to the terms of this section and the permit technician determines that any additional, further or clarifying information is needed as to one or more aspects, then the application will be deemed incomplete until that further or clarifying information is provided to the satisfaction of Community Development staff and all related reviewing City departments. Every effort will be made to meet FCC and Florida shot clock requirements for completeness reviews provided that deemed complete status will not prevent the Reviewing Authority from denying an application on the merits due to lack of sufficient evidence to carry the applicant’s ultimate burden of proof.

Complex means the entire site or facility, including all structures and equipment, located at the site.

Concealment is an approach using elements intended to make the facility look like something other than a wireless tower or base station.

Consolidated application means more than one application for a wireless facility submitted at the same time.

DEP means Florida Department of Environmental Protection.

dBm means decibel milliwatts, which is a concrete measurement of the wireless signal strength of wireless networks. Signal strengths are recorded in negative numbers, and can range from approximately -30 dBm to -120 dBm. The closer the number is to 0, the stronger the cell signal.

Deployment means the placement, construction, or substantial modification of a wireless communications facility.

Distributed Antenna System or DAS means a network of spatially separated antenna nodes connected to a common source via a transport medium that provides personal wireless service within a geographical area.

Effective prohibition is as intended by 47 U.S.C. §332(c)(7)(B)(i)(II). The city will, if necessary, evaluate claims of prohibition or effective prohibition based upon an applicant's submission of sufficient probative, relevant, and sufficiently reliable evidence, and any other evidence in the record and apply the appropriate weight which the city deems appropriate to same. The applicant bears the burden of proving that a denial would prohibit or effectively prohibit the provision of personal wireless services. For discretionary permits the city reserves the right to deny an application based on aesthetic or other locational considerations such as unacceptable impact on the characteristics of the impacted neighborhood or any other "safe harbor" allowed by 47 U.S.C. §§253(b)-(c) and/or 332(c)(7)(B)(i)(II) even if the applicant has proven denial would prohibit or effectively prohibit the provision of personal wireless service.

Eligible facilities request means a request for modification (co-location, removal or replacement of transmission equipment) as defined in 47 CFR § 1.6100(b)(3) of an existing tower or base station wherein automatic approval of modifications that does not substantially change the physical dimensions of such tower or base station are mandated by 47 U.S.C. § 1455(a)(2), involving: (1) collocation of new transmission equipment; (2) removal of transmission equipment; or (3) replacement of transmission equipment.

FAA means the Federal Aviation Administration.

Facility or personal wireless service facility means an antenna facility or a structure that is used for the provision of personal wireless service, whether such service is provided on a stand-alone basis or commingled with other wireless communications services. This can include, but is not necessarily limited to, wireless transmitting and/or receiving equipment, any associated electronics and enclosing shelter or cabinet and stand-by generator or batteries.

FCC means the Federal Communications Commission.

FCC shot clock means the presumptively reasonable time frame within which the city must act on a wireless application, as defined by the FCC. The shot clock begins when the applicant takes the first procedural step that the city requires.

a. Aggregate of 60 days:

- 1) Standby emergency generators at previously permitted macro cell tower sites.
- 2) Collocation of small wireless facilities at existing small wireless facility sites.
- 3) Eligible Facilities Requests.

b. Aggregate of 90 days:

- 1) New small wireless facilities.
- 2) Collocation applications for additions to existing communications facilities not defined as an eligible facilities request.

c. Aggregate of 150 days:

- 1) All other applications, such as development of a new communication tower or facility.

Florida shot clock means the statutory timeframe within which the city must act on a wireless application pursuant to F.S. § 365.172(13)(d). The Florida shot clock begins on the date when the city determines the application is properly completed.

a. Aggregate of 45 business days:

1. Colocations that do not increase the height of the tower to which the antennae are to be attached, measured to the highest point of any part of the tower or any existing antenna attached to the tower;
2. Colocations that do not increase the ground space area, commonly known as the compound, approved in the site plan for equipment enclosures and ancillary facilities; and
3. Colocations that consist of antennae, equipment enclosures, and ancillary facilities that are of a design and configuration consistent with all applicable regulations, restrictions, or conditions, if any, applied to the initial antennae placed on the tower and to its accompanying equipment enclosures and ancillary facilities and, if applicable, applied to the tower supporting the antennae.

b. Aggregate of 90 business days:

1. All other applications, including, but not limited to, colocations that do not meet the requirements in a. above, small wireless facilities, micro wireless facilities and the development of a new communication tower or other kind of facility.

General population/Uncontrolled exposure limits means the applicable radiofrequency radiation exposure limits set forth within 47 CFR §1.1310(e)(1), Table 1 Section (ii), made applicable pursuant to 47 CFR §1.1310(e)(3).

Height means, when referring to a tower, ~~or other structure, the distance measured from the finished grade of the parcel to the highest point on the tower or other structure, including the base pad and any antenna~~ personal wireless service facility, or personal wireless service facility structure, the height shall mean the distance measured from the pre-existing grade level to the highest point on the tower, facility, or structure, including, but not limited to, any accessory, fitting, fitment, extension, addition, add-on, antenna, whip antenna, lightning rod or other types of lightning-protection devices attached to the top of the structure.

Historic building, structure, site, object, or district means any building, structure, site, object, or district that has been officially designated as a historic building, historic structure, historic site, historic object, or historic district through a federal, state, or local designation program.

Illegally excessive RF radiation or Illegally excessive radiation means RF radiation exposures (whether from an individual source or multiple sources) at levels that exceed the limits set forth within 47 CFR §1.1310(e)(1), Table 1 Sections (i) and (ii), as made applicable pursuant to 47 CFR §1.1310(e)(3).

In-kind replacement means the replacement of a malfunctioning component(s) with a properly functioning component of substantially the same weight, dimensions, and outward appearance.

Macrocell means a cellular base station that typically sends and receives radio signals from large towers and antennas. These include traditionally recognized cell towers, which typically range from 50 to 300 feet in height.

Maintenance or routine maintenance means plumbing, electrical or mechanical work that may require a building permit but that does not constitute a modification to the personal wireless service facility. It is work necessary to assure that a wireless communications facility and/or structure exists and operates reliably and in a safe manner, presents no threat to persons or property, and remains compliant with the provisions of this chapter and FCC requirements.

Micro wireless facility means a small wireless facility having dimensions no larger than 24 inches in length, 15 inches in width, and 12 inches in height and an exterior antenna, if any, no longer than 11 inches.

Necessary or necessity or need means what is technologically required for the equipment to function as designed by the manufacturer, and that anything less will result in prohibiting the provision of service as intended and described in the narrative of the application. "Necessary" or "need" does not mean what may be desired, preferred, or the most cost-efficient approach and is not related to an applicant's specific chosen design standards. Any situation involving a workable choice between or among alternatives or options is not a need or a necessity.

NEPA means the National Environmental Policy Act, 42 U.S.C. §4321 et seq.

NHPA means the National Historic Preservation Act, 54 U.S.C. 300101 et seq, and 36 CFR Part 800 et seq.

Node or DAS node means fixed antenna and related equipment installation that operates as part of a system of spatially separated antennas, all of which are connected through a medium through which they work collectively to provide personal wireless services, as opposed to other types of personal wireless facilities, such as macrocells, which operate independently.

Non-residential zoning district means the C-2 Tourist Residential, C-2A Tourist Commercial and C-3 General Commercial Zoning Districts.

Notice address means an address, which is required to be provided by an applicant at the time it submits an application for a wireless communications facility permit, at which the City can mail notice, and the mailing of any notice to such address by first-class mail shall constitute sufficient notice to any and all applicants, co-applicants, and/or their attorneys, to satisfy any notice requirements under this Section, as well as any notice requirements of any other local, state and/ or federal law.

Notice of effective prohibition conditions means a written notice which is required to be provided to the City at the time of the filing of any application for a wireless facility permit, by all applicants seeking any approval, of any type, for the siting, installation and/or construction of a wireless facility, wherein the respective applicant asserts, claims or intends to assert or claim, that a denial of their respective application, by any agent, employee, board or body of the city, would constitute an "effective prohibition",

and concomitantly, that a denial of their respective application or request would violate Section 47 U.S.C. §332(c)(7)(B)(i)(II).

Notice of Incompleteness, Notice of Incomplete Application means a written notice, mailed by first class mail, to an applicant seeking an approval for the installation of a personal wireless services facility, wherein the sender advises the applicant that its application is either incomplete, missing required application materials, specifies the wrong type of wireless facility, or is otherwise defective, and setting forth the reason or reasons why the application is incomplete and/or defective.

Occupational/Controlled exposure limits mean the applicable radiofrequency radiation exposure limits set forth within 47 CFR §1.1310(e)(1), Table 1 Section (i), made applicable pursuant to 47 CFR §1.1310(e)(2).

Ordinance means wireless communications facility Ordinance of St. Pete Beach City.

Permit means wireless communications facility permit issued by St. Pete Beach City.

Permittee means the person(s) or entity(ies) to which a wireless facility permit is issued.

Personal wireless service/personal wireless services means commercial mobile services, unlicensed wireless services, and common carrier wireless exchange access services, within the meaning of 47 U.S.C. §332(c)(7)(c)(i), and as defined therein.

Personal wireless service facility or PWSF means a facility or facilities used for the provision of personal wireless services, within the meaning of 47 U.S.C. §332(c)(7)(C)(ii). It means a specific location at which a structure that is designed or intended to be used to house or accommodate antennas or other transmitting or receiving equipment is located. This includes, without limitation, towers of all types and all kinds of support structures, including but not limited to buildings, church steeples, silos, water towers, signs, utility poles, or any other structure that is used or is proposed to be used as a telecommunications structure for the placement, installation and/or attachment of antennas or the functional equivalent of such. It expressly includes all related facilities and equipment such as cabling, radios and other electronic equipment, equipment shelters and enclosures, cabinets, and other structures enabling the complex to provide personal wireless services.

Pre-existing towers and pre-existing antennas means any tower or antenna for which a building permit or special exception has been properly issued prior to the effective date of this chapter, including permitted towers or antennas that have not yet been constructed so long as such approval is current and not expired.

Probative evidence means evidence which tends to prove facts, and the more a piece of evidence or testimony proves a fact, the greater its probative value, as shall be determined by the city, as the finder-of-fact in determining whether to grant or deny applications for wireless communication facilities permits under this chapter of the City of St. Pete Beach Code. Generally speaking the city will require proof by a preponderance of the evidence to demonstrate a factual proposition to the city's reasonable satisfaction.

Related third parties means any entity contracting with applicant for the design, construction, maintenance, use or operation of the proposed wireless facility, including such entity's officers, contractors, subcontractors, and agents or any subsidiaries, affiliates, successors in interest or legal assigns.

Repairs mean the replacement or repair of any components of a wireless facility or complex where the replacement is substantially identical to the component or components being replaced, or for any matters that involve the normal repair and maintenance of a wireless facility or complex without the addition, removal, or change of any of the physical or visually discernible components or aspects of a wireless facility or complex that will impose new visible intrusion of the facility or complex as originally permitted.

Residential dwelling means any dwelling unit that includes toilet or outhouse facilities, and facilities for food preparation and sleeping.

Residential property means any property that contains a residential dwelling.

RF means radiofrequency.

RF radiation means radiofrequency radiation, that being electromagnetic radiation which is a combination of electric and magnetic fields that move through space as waves, and which can include both non-ionizing radiation and ionizing radiation.

Reviewing authority means the body or official charged with taking final action on a permit. This can include Community Development, Zoning, Planning, Board of Adjustment or city commissioners.

School means the buildings and equipment, structures, and special educational use areas that are built, installed, or established to serve primarily the educational purposes and secondarily the social and recreational purposes of the community as defined in F.S. §1013.1(6), or any other educational facility that serves children from prekindergarten to grade 12.

Section 106 Review means a review under Section 106 of the National Historic Preservation Act.

Setback means for the purposes of a wireless communications facility permit application, a setback shall mean the distance between (a) any portion of a personal wireless facility and/or complex, including but not limited to any and all accessory facilities and/or structures, and (b1) the exterior line of any parcel of real property or part thereof which is owned by, or leased by, an applicant seeking a wireless communications facility permit to construct or install a personal wireless facility upon such real property or portion thereof, or (b2) for residential dwellings or school buildings, the closest edge or corner of the dwelling or building. In the event that an applicant leases only a portion of real property owned by a landlord, the setback shall be measured from the facility to the line of that portion of the real property which is actually leased by the applicant, as opposed to the exterior lot line of the non-leased portion of the property owned by the landlord. Setbacks from residential dwellings and school buildings shall be measured as the most direct, level, shortest, without regard to the intervening structures or objects, straight-line distance between the closest edge or corner of the residential dwelling or school building and the closest permitted structure of the wireless service facility.

Shot clock means the applicable period which is presumed to be a reasonable period within which the City is generally required to issue a final decision upon an application seeking wireless facility permit approval for the installation, substantial modification, or collocation of a personal wireless services facility or structure, to comply with Section 47 U.S.C. §332(c)(7)(B)(ii) and F.S. § 365.172(13)(d).

Site developer or site developers means individuals and/or entities engaged in the business of constructing wireless facilities and wireless facility infrastructure and leasing space and/or capacity upon,

or use of, their facilities and/or infrastructure to wireless carriers. Unlike wireless carriers, site developers generally do not provide personal wireless services to end-use consumers.

Small cell means a fixed cellular base station that typically sends and receives radio signals and which are mounted upon poles or support structures at substantially lower elevations than macrocell facilities.

Small wireless facilities means a wireless facility that meets the following qualifications:

- a. Each antenna associated with the facility is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of antennas that have exposed elements, each antenna and all of its exposed elements could fit within an enclosure of no more than 6 cubic feet in volume; and
- b. All other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements, telecommunications demarcation boxes, ground-based enclosures, grounding equipment, power transfer switches, cutoff switches, vertical cable runs for the connection of power and other services, and utility poles or other support structures.

Strand mounted antenna or strand mounted small cells means small wireless antenna(s) and equipment attached directly to the wire, that is, the metal strand, hanging between two utility poles. These are similar in size to cable operator's equipment that is placed on aerial cables.

Support structure means pole, tower, base station, or other building, whether or not it has an existing antenna facility, that is used or to be used for the provision of personal wireless service.

Thermal runaway means self-heating of an electrochemical system in an uncontrollable fashion.

Tolling or tolled means the pausing of the running of the time period permitted under the applicable shot clock for the respective type of wireless facility as per 47 CFR § 1.6003(a) and per F.S. § 365.172(13)(d) by mutual agreement of the City and applicant waiving the applicable timeframes in F.S. § 365.172(13)(d)3.c..

Undertaking means any application for a wireless facility permit seeking City approval for the installation of a personal wireless services facility licensed under the authority of the FCC shall constitute an undertaking within the meaning of NEPA, in accord with 42 CFR § 137.289 and 36 CFR § 800.16.

Wireless carriers or carrier means companies that provide personal wireless services to end-use consumers.

Tower means any structure that is designed and constructed primarily for the purpose of supporting one or more antennas for telephone, radio and similar communication purposes, including self-supporting lattice towers, guyed towers, or monopole towers. The term includes radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures, and the like. The term includes the structure and any support thereto.

Wireless communications facility or wireless facility means any equipment or facility used to provide service and may include, but is not limited to, antennae, towers, equipment enclosures, cabling, antenna

brackets, and other such equipment. Placing a wireless communications facility on an existing structure does not cause the existing structure to become a wireless communications facility.

Sec. 131-3. - Applicability.

- (a) New towers, and antennas, and wireless communications facilities. All new towers, or antennas, and wireless communications facilities in the City of St. Pete Beach shall be subject to these regulations, except as provided in paragraphs (b) through (de), inclusive.
- (b) Amateur radio station operators/receive only antennas. This chapter shall not govern any tower, or the installation of any antenna, that is under ~~70~~ 45 feet in height and is owned and operated by a federally-licensed amateur radio station operator or is used exclusively for receive only antennas. This provision shall not be construed as exempting amateur radio station operators or receive only antennas from the provisions of any other applicable code or ordinance.
- (c) Pre-existing towers or antennas. Pre-existing towers and pre-existing antennas shall not be required to meet the requirements of this chapter, other than the requirements of section 131- 4(f) and ~~(g)-(j)~~. This provision shall also apply to the subsequent repair and maintenance of existing towers and antennas that were approved and erected under this chapter, provided such repair and maintenance do not result in any substantial alterations.
- (d) AM array. For purposes of implementing this chapter, an AM array, consisting of one or more tower units and supporting ground system which functions as one AM broadcasting antenna, shall be considered one tower. Measurements for setbacks and separation distances shall be measured from the outer perimeter of the towers included in the AM array. Additional tower units may be added within the perimeter of the AM array by right.
- (e) Small and micro wireless facilities installed in City-owned rights of way. This Chapter shall apply to communication facilities installed on private property and those small and micro wireless facilities that are installed outside of the City-owned rights of way. Regulations pertaining to small and micro wireless facilities that are installed in the City-owned rights of way shall be subject to the regulations listed in Chapter 132.

Sec. 131-4. - General requirements.

- (a) Principal or accessory use. Antennas, and towers, and other wireless facilities may be considered either principal or accessory uses. A different existing use of an existing structure on the same lot shall not preclude the installation of an antenna or tower on such lot, provided that antennas and towers may not be installed on lots in residential areas unless the wireless provider demonstrates that the provider cannot reasonably provide its service to the residential area from outside the residential area.
- (b) Lot size. For purposes of determining whether the installation of a tower or antenna complies with district development regulations, including but not limited to setback requirements, lot coverage requirements, and other such requirements, the dimensions of the entire lot that portion of real property which is actually leased by the applicant as opposed to the exterior lot line of the non-

~~leased portion of the property shall control, even though the antennas or towers may be located on leased parcels within such lot.~~

- ~~(c) *Inventory of existing sites.* Each applicant for an antenna and/or tower shall provide to the city manager an inventory of its existing towers, antennas, or sites approved for towers or antennas, that are either within the jurisdiction of City of St. Pete Beach or within one mile of the border thereof, including specific information about the location, height, and design of each tower. The city manager may share such information with other applicants applying for administrative approvals or special use permits under this chapter or other organizations seeking to locate antennas within the jurisdiction of City of St. Pete Beach, provided, however that the city manager is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.~~
- (d) *Aesthetics and design standards.* Towers and antennas shall meet the following requirements: Wireless facilities shall be designed in compliance with all applicable national and Florida safety standards and to minimize visual, noise, and other impacts on the surrounding community and landscapes in accordance with the design standards in this section.
- (1) Towers shall either maintain a galvanized steel finish or, subject to any applicable standards of the FAA, be painted a neutral color so as to reduce visual obtrusiveness. The applicant shall employ screening and concealment design techniques in the design and placement of wireless facility(ies) and accessory equipment in order to ensure that the facility(ies) is as visually inconspicuous as possible, to prevent the facility(ies) from dominating the surrounding area and to hide the facility from predominant views from surrounding properties and viewsheds, all in a manner that achieves compatibility with the community and background landscapes and structures. Facilities and accessory equipment shall be finished in non-glare colors and non-reflective surfaces and colors that minimize their visibility to the greatest extent possible.
- (2) At a tower wireless communications facility site, the visible exterior surface of the facilities and accessory equipment shall be designed to be visually compatible with structures typically found in the vicinity of the project. The design of the buildings and related structures shall, to the extent possible, use materials, colors, textures, screening, and landscaping that will blend them into the natural setting and surrounding buildings.
- (3) If an antenna or other wireless facility is installed on a structure other than a tower, the antenna or other wireless facility and supporting electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobtrusive as possible.
- (4) Wall-mounted antennas and antenna equipment, including but not limited to radios, cables, associated shrouding, disconnect boxes, meters, microwaves, and conduit, shall be mounted as close to the wall as technically feasible and shall not extend more than four feet from the face of the wall nor consume more than fifty (50 sq. ft.) square feet per building face, excluding mountings. Pole-mounted antennas, and antenna equipment, antenna equipment, including but not limited to radios, cables, associated shrouding, disconnect boxes, meters, microwaves, and conduit, shall be mounted as close to the wall as technically feasible. They shall not be illuminated except as required by city, federal, or state authority.

- (5) Small wireless facilities shall be sited to inflict the minimum adverse impacts upon individual residential or beachfront properties, and specifically, to minimize, to the greatest extent reasonably feasible, adverse aesthetic impacts upon residential homes or reductions in the property values of same. Small wireless facilities attached to pre-existing wooden and non-wooden poles shall conform to the following criteria. Proposed antenna and related equipment shall meet design standards which the city may maintain and update as needed, provided that the City of St. Pete Beach makes its designed standards publicly available for review by any potential applicant seeking approval for the installation of a small wireless facility within the City of St. Pete Beach.
- (6) All facilities shall be engineered and certified by a Florida-licensed structural engineer to withstand local hurricane, seismic, wind, and loading conditions applicable to the site, and shall comply with wind and seismic load standards in accordance with Florida Building Codes and ANSI/TIA-222-H or its most current revision, National Electric Safety Code (NESC) standards, and National Electrical Code (NEC) standards.
- (7) Wireless communication facilities shall be designed to minimize potential adverse impacts may or is likely to inflict upon nearby properties. No tower shall exceed the maximum height permitted for a structure in the RU-1, RU-2, RLM-1, RLM-2, RM, or DCR Districts, as listed in the applicable district regulations in the St. Pete Beach Land Development Code. Communications towers shall not be lighted except where FAA/FCC required lighting of the telecommunications towers is necessary. No exterior lighting shall spill from the site in an unnecessary manner.
- (8) The height of an existing communication tower shall not be increased by an amount that would result in a violation of height restrictions for different zoning or character districts outlined in the St. Pete Beach Land Development Code.
- (9) Fencing and screening of communication facilities.
- a. Base stations shall be screened from adjacent public rights of way, public trails, public recreation areas, beaches, places of public gathering and adjacent properties by landscaping with native species or other means, in alignment with Division 22 of the City of St. Pete Beach Code.
 - b. All areas disturbed during project construction shall be replanted with vegetation compatible with vegetation in the surrounding area unless the fire marshal requires fuel modification. Native trees are the preferred vegetation.
 - c. Existing trees and other screening vegetation in the vicinity of the facility and along the access or utility easements, shall be preserved to the maximum extent possible and protected from damage during construction.
 - d. No razor wire or barbed wire shall be permitted on any chain link fencing.
- (10) Lighting for wireless communication facilities shall be limited as follows:

- a. All approved lighting shall be shielded or directed on site to minimize off-site light spill except for lighting required by the Federal Aviation Administration.
 - b. In residential zones, lighting shall be limited to Security lighting that is manually operated or motion-detector controlled.
- (11) Signage shall be limited to required address and facility identification signs, emergency and safety hazard signage.
- (12) All colocated and multiple-user facilities shall be designed to promote facility and site sharing where feasible, including parking areas, access roads, utilities and equipment.
- (13) Facilities designed as an integral part of the structure are strongly encouraged within all utility, commercial and resort districts.
- (e) *Locational Standards.* All wireless communication facilities shall be sited so as to minimize the effect on residential and rural parcels and environmental resources. To that end the following measures shall be implemented for all communication facilities, except eligible facilities requests as defined in 47 CFR § 1.6100(b)(3).
- a. Wireless communication facilities shall be located to minimize their visibility and the number of distinct facilities present, as follows:
 - 1. No new facility(ies) shall be placed on an exposed beachfront or to silhouette against the sky.
 - 2. No new facility(ies) shall be installed in a location that is not developed with communication facilities existing as of the date of this ordinance, or other resort or commercial uses.
 - 3. No new facility(ies) shall be placed in a location readily visible from a public trail, public park, beachfront, or other developed outdoor recreation area.
 - 4. No new facility(ies) shall be installed closer than one-half mile from another readily visible, unconcealed or unscreened facility unless it is a co-located facility, or is on a multiple-user site.
 - b. Wireless communication facility(ies) shall be set back from property lines as follows:
 - 1. The setback shall be measured from that part of the facility(ies) that is closest to the neighboring property (i.e., the setback for a faux tree would be measured from the end of the branch closest to the neighboring property). In no instance may a facility be located such that its fall or debris zone extends to an abutting property.
 - 2. If the project parcel is adjacent to a zoning district with a more restrictive setback, the more restrictive setback shall apply to the proposed communication tower.
 - 3. Wireless communication facilities shall not be located anywhere that results in less than a 500 foot setback from the facility(ies) to a residentially zoned parcel, regardless of the zoning of the project parcel or the contiguous parcels. This setback shall be in addition

to any required dwelling setback established in this Chapter, of which the stricter will prevail.

- c. Colocation of new antennas on existing facility(ies) is strongly encouraged. Where appropriate to minimize visual impacts, new towers will not be approved where colocation on existing towers is technically feasible, will provide the desired service coverage, and would not result in alterations that create a greater visual impact.
- d. The use of alternative support structures that conceal the presence of antennas are strongly encouraged, including man-made trees, light poles, signs, clock towers, bell steeples or other similar structures. If a concealment element method is proposed the applicant shall demonstrate the material will not degrade and shed plastic pollution.
- e. Restricted site locations for small wireless facilities. All of the following locations will be deemed restricted site locations that require an exception pursuant to Section 131-8. of this section:
 - 1. any location within a residential zone;
 - 2. any location within the greater of 200 feet from a residential dwelling unit or the setback required by Section 131-8;
 - 3. any location within 500 feet from a daycare facility or school; and
 - 4. any location within a public trail, beachfront, park, or outdoor recreation area.
- f. Location preferences for small wireless facilities. To better assist applicants and decision makers understand and respond to the community's aesthetic preferences and values, this subsection sets out listed preferences for locations to be used in connection with small wireless facilities in an ordered hierarchy. Applications that involve lesser-preferred locations may be approved so long as the applicant demonstrates by clear and convincing evidence in the written record that: (1) any more preferred locations or structures within 500 feet from the proposed site would be technically infeasible; and (2) if the proposed site or the most-preferred location within 500 feet from the proposed site is within a restricted site location, the applicant qualifies for an exception pursuant to section 131-8. of this section. The City of St. Pete Beach prefers small wireless facilities to be installed in locations, ordered from most preferred to least preferred, as follows:
 - 1. Colocated on an already existing facility;
 - 2. Locations within transportation/utility districts;
 - 3. Locations within commercial zones;
 - 4. Locations within mixed use districts;
 - 5. Locations within institutional districts;
 - 6. Any location not within 200 feet from any residential zone;

7. Locations within residential zones

In the event that a proposed facility would be within 500 feet from two or more restricted site locations (as defined in Subparagraph e.), and the proposed facility qualifies for an exception pursuant to section 131-8. of this code, the technically feasible location furthest from all such restricted site locations will be deemed to be the most preferred alternative. For discretionary permits the City of St. Pete Beach reserves the right to deny an application based on aesthetic or other locational considerations such as unacceptable impact on the characteristics of the impacted neighborhood or any other "safe harbor" allowed by 47 U.S.C. §§253(b)-(c) and/or 332(c)(7)(B)(i)(II) even if the applicant has proved that a denial would prohibit or effectively prohibit the provision of personal wireless service.

- g. Accessory equipment. In order of preference from most preferred to least preferred, accessory equipment for wireless communication facilities and wireless communications colocation facilities shall be located underground, within a building or structure, on a screened roof top area or structure, or in a rear yard if not readily visible from surrounding properties and the roadway, unless the reviewing authority finds that another location is preferable under the circumstances of the application.

~~(e) *Lighting.* Towers shall not be artificially lighted, unless required by the FAA or other applicable authority. If lighting is required, the lighting alternatives and design chosen must cause the least disturbance to the surrounding views.~~

- (f) *State or federal requirements.* All ~~towers~~ wireless facilities shall meet current standards and regulations of the FAA, the FCC, and any other agency of the state or federal government with the authority to regulate ~~towers and antennas~~ wireless facilities. If such standards and regulations are changed, then the owners of the ~~towers and antennas~~ wireless facilities governed by this chapter shall bring such ~~towers and antennas~~ wireless facilities into compliance with such revised standards and regulations within six months of the effective date of such standards and regulations, unless a different compliance schedule is mandated by the controlling state or federal agency. Failure to bring ~~towers and antennas~~ wireless facilities into compliance with such revised standards and regulations shall constitute grounds for the removal of the ~~tower or antenna~~ wireless facilities at the owner's expense.

- (g) ~~*Building codes; safety standards.* To ensure the structural integrity of towers, the owner of a tower shall ensure that it is maintained in compliance with standards contained in applicable state or local building codes and the applicable standards for towers that are published by the Electronic Industries Association, as amended from time to time.~~ *Safety standards and building codes.* All wireless facilities shall be designed by qualified, licensed persons to meet minimum standards for public safety, and shall comply with all applicable legal requirements, including applicable state and local building, electric, and fire codes throughout the permit period. All wireless facilities should be proactively monitored and maintained to ensure compliance with the safety design.

- (1) Fire safety hazard protocols. If the fire chief (or his or her designee), fire marshal or fire department finds good cause to believe that the facility(ies) (including, without limitation, its accessory equipment, antenna and/or base station) presents a fire risk, electrical hazard, or other immediate threat to public health and safety in violation of any applicable law, such

officials may order the facility to be shut down and powered off until such time as the fire risk or electrical hazard has been mitigated. Any mitigations required shall be at permittee's sole cost and expense.

- (2) Other safety hazard protocols. If there is good cause to believe that the facility(ies) presents a danger of debris fall or shows signs of imminent structural such as misaligned base plates, degraded flanges, defective sections, joints, and guy wires, city officials may order the facility(ies) shut down and powered off until such time as the hazard has been mitigated. Any mitigations required shall be at permittee's expense.
- (3) All wireless facilities shall comply with safety standards, including, but not limited to, F.S. § 633.206 and Florida Building Codes.

If, upon inspection, the City of St. Pete Beach concludes that a ~~tower~~ wireless facility fails to comply with such codes and standards and constitutes a danger to persons or property, then upon notice being provided to the owner of the tower, the owner shall have 30 days to bring such tower into compliance with such standards. Failure to bring such ~~tower~~ facility into compliance within said 30 days shall constitute grounds for the removal of the ~~tower~~ facility at the owner's expense.

- (h) Maintenance. All wireless communications facilities including, but not limited to, telecommunication towers, poles, accessory equipment, lighting, fences, walls, shields, cabinets, artificial foliage or concealment elements and the facility site shall be maintained so as to minimize visual, noise, and other impacts on the surrounding community must and be maintained in good condition, including ensuring the facilities are reasonably free of:
 - a. Dirt or grease;
 - b. Chipped, faded, peeling, or cracked paint;
 - c. Rust or and corrosion;
 - d. Cracks, dents, or discoloration;
 - e. Missing, discolored, or damaged synthetic foliage or other concealment elements camouflage;
 - f. Graffiti, bills, stickers, or advertisements;
 - g. Litter or debris including but not limited to synthetic foliage that has fallen off a monopine or monopalm; permittee is responsible for prompt cleanup of debris or synthetic foliage at its expense;
 - h. Broken or misshapen structural parts; and
 - i. Damage from any cause.
- (i) Repairs. All necessary repairs and restoration shall be completed by the permittee, owner, or operator within 48 hours:

- a. After discovery of the need by the permittee, owner, operator or any designated maintenance agent; or
- b. After the permittee, owner, operator, or any designated maintenance agent receives notification from a resident or the zoning administrator.

The permittee shall replace its facilities, after obtaining all required permits, if maintenance or repair is not sufficient to return the facility to the condition it was in at the time of installation.

Each owner or operator of a facility shall routinely inspect each site to ensure compliance with the standards set forth in this section and the conditions of approval.

- (j) Operational requirements. It is of critical importance to the health, safety and welfare of the City of St. Pete Beach, its residents, and the general public that wireless communications facilities do not expose members of the general public to levels of RF radiation that exceed the limits which have been deemed safe by the FCC, and/or are imposed under CFR § 1.1310(e)(1) et seq.
 - a. Prohibition on illegally excessive RF radiation: No communication facility shall be sited or operated in such a manner that it poses, either by itself or in combination with other such facilities, a potential threat to public health. To that end no communication facility or combination of facilities shall produce at any time RF emissions that exceed the limits for Maximum Permissible Exposure for human exposure pursuant to 47 CFR §1.1310(e)(1), Table 1 or any more restrictive standard subsequently adopted or promulgated by the City of St. Pete Beach, the state of Florida, or the federal government.
 - b. Random testing. At the permittee's expense, the City of St. Pete Beach may retain an engineer or other qualified electromagnetic radiation specialist to conduct random unannounced RF radiation testing of any facility to ensure the facility's compliance with the limits in 47 C.F.R. §1.1310(e)(1) Table 1.
 - c. Upon the request of a resident who believes a wireless communications facility or facilities is operating in excess of FCC exposure limits or other good cause, the City of St. Pete Beach shall request information from the FCC regarding a wireless provider's compliance with RF emissions safety standards and may hire an independent consultant to test the facility for excess RF emissions levels. Such testing shall be conducted at permittee's expense. Noncompliance with FCC exposure guidelines shall be grounds for revocation of the permit or other entitlement.
- (k) ~~(h)~~ For purposes of measurement, ~~tower~~ wireless communications facilities setbacks and separation distances shall be calculated and applied to facilities located in City of St. Pete Beach irrespective of municipal and county jurisdictional boundaries.
- ~~(l) Not essential services. Towers and antennas shall be regulated and permitted pursuant to this chapter and shall not be regulated or permitted as essential services, public utilities, or private utilities.~~
- ~~(m) Owner's authorization. Applicants for a permit to locate an antenna and/or a tower within the City of St. Pete Beach shall provide the city manager with a properly executed document showing the owner's authorization to use the property for which the application is sought.~~

- ~~(n)~~ (l) *Public notice*. For purposes of this chapter, any special exception request, variance request, or appeal of an administratively approved use or special exception shall require public notice to all abutting property owners and all property owners of properties that are located within the corresponding separation distance listed in section 131-78(b)(5)b., Table 2, in addition to any notice otherwise required by the zoning ordinance.
- ~~(o)~~ (m) *Signs*. No advertising signs shall be allowed on any antenna or tower.
- ~~(p)~~ (o) *Buildings and support equipment*. Buildings and support equipment associated with antennas or towers shall comply with the requirements of section 131-89.
- ~~(q)~~ *Multiple antenna/tower plan*. The City of St. Pete Beach encourages the users of towers and antennas to submit a single application for approval of multiple towers and/or antenna sites. Applications for approval of multiple sites shall be given priority in the review process.

Sec 131-5. - Application content requirements and review.

- (a) Each application for a new wireless communications facilities permit not in the public rights-of-way except eligible facilities requests shall include the following information and materials, in addition to the requirements for all of the City of St. Pete Beach applications. The absence of any item listed below shall render the application incomplete. Applications for permit approval shall include the following:
 - (1) *Application form*. The applicant shall submit a complete, duly executed application form. The applicant shall state the type of wireless communication facility being proposed (e.g. small cell, small wireless facility, colocation).
 - (2) A list of the full names and contact information for all applicants, co-applicants, facility owner(s), facility operator(s), site developer(s), and wireless carrier(s), property owner(s) and other related third parties and their agent(s), if any, on whose behalf the application is being submitted.
 - (3) *Proof of authorization of site occupancy*. If the applicant is not the owner of the real property where it seeks to install and operate its facility(ies) and is leasing all or a portion of the real property, the application shall provide a written copy of its lease with the owner of such property or other proof that applicant is authorized to occupy the site.
 - (4) *Proof of authorization of structure occupancy*. The applicant must submit a written copy of proof that the applicant is authorized to install its facility(ies) on the support structure such as a utility pole, street light, or other structure.
 - (5) *Inventory of existing sites*. Each applicant for an antenna and/or tower shall provide to the city manager an inventory of its existing towers, antennas, or sites approved for towers or antennas, that are either within the jurisdiction of City of St. Pete Beach or within one mile of the border thereof, including specific information about the location, height, and design of each tower. The city manager may share such information with other applicants applying for

administrative approvals or conditional use permits under this chapter or other organizations seeking to locate antennas within the jurisdiction of City of St. Pete Beach, provided, however that the city manager is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.

- (6) If the proposed facility is part of a system requiring multiple facilities, provide a map showing the location of all proposed facilities, a detailed site plan showing the multiple facilities, and all the materials and information listed in paragraphs (7) - (12) and (14) of this subsection of the drawn-to-scale depictions, site plans for each, visual impact analysis, etc. for each facility.
- (7) *Drawn-to-scale depiction of proposed facility(ies) and equipment.* If the proposed facility is a small wireless facility, the drawn-to-scale depiction shall include complete calculations for all of the antennas and equipment of which the facility will be comprised, depicting that, when completed, the installation and equipment will meet the physical size limitations which enable the facility to qualify as a small wireless facility.
- (8) *Site plan.* The applicant shall submit a site plan that shall show all existing and proposed structures and improvements, including antennas, roads, buildings, guy wires and anchors, parking, and landscaping, and shall include grading plans for new facilities and roads. Any methods used to conceal the modification of the existing facility shall be indicated on the site plan. The site plan shall be drawn to a scale of not more than one hundred feet to the inch. The site plan shall include a boundary survey for the project performed by a land surveyor licensed by the State of Florida.
- (9) *Environmental impact assessment.* The applicant shall notify the City when any regulating federal or state agency has required an environmental impact assessment for the communication facility, and shall submit the results of the assessment with the first of any permits for the subject facility.
- (10) *Soil erosion and sedimentation control.* A soil erosion and sedimentation control plan, prepared in accordance with the standards contained in the latest revised edition of the Environmental Quality Handbook published by the U.S. Soil Conservation Service.
- (11) *Tree protection.* The applicant shall identify all existing trees to be removed on a parcel for the installation, operations and maintenance of the facility and obtain approval from the city of a tree protection plan prepared by a certified arborist if the small cell installation will be located within the canopy of a tree or within a 20-foot radius of the base of such a tree. Depending on site specific criteria (e.g., location of tree, size, and type of tree, etc.), a radius greater than 20 feet may be required. Replacement of trees shall be required subject to the regulations in Division 22 of the Land Development Code.
- (12) *Visual impact analysis.* The applicant shall provide a completed visual impact analysis that shall include the following:
 - a. *Small wireless facilities:* The applicant shall provide a visual impact analysis which shall include photographic images taken from the perspectives of the properties situated in closest proximity to the location being proposed for the siting of the

facility, as well as those properties which would reasonably be expected to sustain the most significant adverse aesthetic impacts due to such factors as their close proximity to the site, their elevation relative to the site, the existence or absence of a “clear line of sight” between the small wireless facility and their location.

- b. Communications towers and personal wireless service facilities which do not meet the definition of a small wireless facility: For applications seeking approval for the installation of a communications tower or a personal wireless service facility that does not meet the definition of a small wireless facility, the applicant shall provide:
 1. A “zone of visibility map” to determine locations from where the new facility will be seen.
 2. A visual impact analysis which shall include photographic images taken from the perspectives of the properties situated in closest proximity to the location being proposed for the siting of the facility, as well as those properties which would reasonably be expected to sustain the most significant adverse aesthetic impacts due to such factors as their close proximity to the site, their elevation relative to the site, the existence or absence of a “clear line of sight” between the tower location and their location.

The photographic images shall depict the height at which the proposed facility shall stand when completed, including all portions and proposed attachments to the facility, including, but not limited to, the main support structure, all antennas, transmitters, whip antennas, lightning rods, t-bars, crossbars, and cantilever attachments which shall, in whole or in part, be affixed to it, any and all surrounding equipment compound(s), fencing, cellular equipment cabinets, transformers, transformer vaults and/or cabinets, sector distribution boxes, backup generators, including but not limited to equipment boxes, switch boxes, backup generators, etc., to the extent that any of such compound and/ or equipment will be visible from properties other than the property upon which the proposed tower and compound are to be installed.

The photographic images shall show the maximum silhouette, viewshed analysis, color and finish palette, and proposed screening and landscaping. The analysis shall include the results of the drone/balloon test, and other information as necessary to determine visual impact of the facility. The analysis shall include a map depicting where the photos were taken. Where consistent with the natural or built environment, the analysis shall include a native vegetation landscaping plan with a visual simulation of how the chosen plants, at maturity, will screen the site.

- (13) For proposed towers and facilities taller than 100 feet, the applicant shall perform a balloon test and shall publish reasonably advanced public notice of the same to enable the development review board, property owners, and the community an opportunity to assess the actual adverse aesthetic impact which the proposed facility is likely to inflict upon the nearby properties and surrounding community. Said date and time will be established by the city manager in coordination with the applicant, including an alternative date in case of

- inclement weather. If a balloon is used, the diameter shall be equal to the largest antenna or dish proposed for the CRS tower or the width of the tower, whichever is larger. The applicant will be responsible for publishing a public notice of the balloon test in at least one local newspaper publication and notifying all abutting property owners and all property owners located within the corresponding separation distances listed section 131-8(b)(5)b., Table 2, via U.S. Mail at least one week prior to the test.
- (14) If the application is for a facility that will not be attached to an existing utility pole and the facility's proposed height will be greater than 30 feet then structural elevations of the facility(ies) shall include any trees and other structures within 20 feet, and their height.
- (15) *Alternatives analysis.* Provide an itemized list of alternative sites considered, with a comprehensive explanation of reasons alternative sites are not technologically feasible. Explanation shall include specific comparative analysis of how different sites would impact aesthetic values, and other environmental values.
- (16) *Notice of application.* The applicant shall provide evidence that a city-approved notice was sent to all abutting property owners and residents, and all property owners and residents located within the corresponding separation distances listed section 131-8(b)(5)b., Table 2, of the proposed facility location within a 10-day period prior to application acceptance.
- (17) *Estimated costs of removal.* A written estimate for the cost of the decommissioning and removal of the personal wireless services facility, including all equipment that comprises any portion or part of the facility, compound, and/or complex, as well as any accessory facility or structure, including the cost of the full restoration and reclamation of the site, to the extent practicable, to its condition before development in accord with the facility maintenance/decommissioning plan and removal agreement required herein in section 131-(9)(h).
- (18) *Property owner consent & liability acknowledgment.* A signed written consent from each owner of the subject real property upon which the respective applicant is seeking installation of its proposed personal wireless service facility, wherein the owner or owners, both authorize the applicant to file and pursue its wireless communications facility permit application and acknowledge the potential landowner's responsibility for engineering, legal and other consulting fees incurred by the City of St. Pete Beach.
- (19) *Regulatory authorization.* The applicant shall submit evidence of the applicant's regulatory status under federal and state law to provide the services and construct the wireless communications facility. Such evidence includes but is not limited to, a copy of any applicable FCC License and a current certificate of authorization by the Florida Public Commission by any carrier named as an applicant, co-applicant, or whose equipment is proposed for installation as of the time the application is being filed with the City of St. Pete Beach.
- (20) The appropriate permit application fee, inclusive of any consultant review fees required by Section .

- (21) Consolidated applications. The applicant may submit up to 30 individual applications for a small wireless facility permit in a single permit application; provided, however, that small wireless facilities in a consolidated application must be proposed with substantially the same equipment in the same configuration on the same support structure type. Each application in a consolidated application must meet all the requirements for a complete application, which includes without limitation the application fee for each application in the consolidated application. If any application therein is incomplete, the city, in the city's discretion, shall determine whether the entire consolidated application shall be deemed incomplete. If any application is withdrawn or deemed withdrawn from a consolidated application, the city shall determine whether the entire consolidated application shall be deemed withdrawn. If any application in a consolidated application fails to meet the required findings for approval, the city shall determine whether the entire consolidated application is denied.
- (22) Any other studies or information as determined to be necessary by the Planning Board in order to consider an application for a wireless communication facility may be required in the event of an identified land use or zoning issue, including but not limited to, the information requested in section 131-8(b).
- (b) Each application for an eligible facilities request shall include the items listed in (a)(1)-(4) and (10)-(21). The applicant shall also produce all other information that is necessary for the city manager to verify that the proposed facility meets the criteria for an eligible facilities request in 47 C.F.R. §1.6100.
- (c) Each application for colocations on towers subject only to building permit review pursuant to F.S. §365.172(13)(a)1.a, shall include the items listed in (a)(1)-(8) and (10)-(21) showing that:
1. The colocation does not increase the height of the tower to which the antennae are to be attached, measured to the highest point of any part of the tower or any existing antenna attached to the tower;
 2. The colocation does not increase the ground space area, commonly known as the compound, approved in the site plan for equipment enclosures and ancillary facilities; and
 3. The colocation consists of antennae, equipment enclosures, and ancillary facilities that are of a design and configuration consistent with all applicable regulations, restrictions, or conditions, if any, applied to the initial antennae placed on the tower and to its accompanying equipment enclosures and ancillary facilities and, if applicable, applied to the tower supporting the antennae.
- (d) Each application for colocations on existing structures besides towers subject only to building permit review pursuant to F.S. §365.172(13)(a)1.b., shall include the items listed in (a)(1)-(8) and (10)-(21) showing that:
1. The colocation does not increase the height of the existing structure to which the antennae are to be attached, measured to the highest point of any part of the structure or any existing antenna attached to the structure;

2. The colocation does not increase the ground space area, otherwise known as the compound, if any, approved in the site plan for equipment enclosures and ancillary facilities;
 3. The colocation consists of antennae, equipment enclosures, and ancillary facilities that are of a design and configuration consistent with any applicable structural or aesthetic design requirements and any requirements for location on the structure, but not prohibitions or restrictions on the placement of additional colocations on the existing structure or procedural requirements, other than those authorized by F.S. §365.172, of the city's land development regulations in effect at the time of the colocation application; and
 4. The colocation consists of antennae, equipment enclosures, and ancillary facilities that are of a design and configuration consistent with all applicable restrictions or conditions, if any, that do not conflict with paragraph 3. and were applied to the initial antennae placed on the structure and to its accompanying equipment enclosures and ancillary facilities and, if applicable, applied to the structure supporting the antennae.
- (e) Review and approval authority. The City of St. Pete Beach reserves its authority to the fullest extent permitted over decisions regarding the placement, construction, and modification of a wireless communications facility pursuant to 47 U.S.C. § 332(c)(7)(A) and F.S. § 365.172(13)(b)1..
 - (f) Voluntary waiver of timeframes for completeness review and the Florida shot clock to either grant or deny a properly completed application. In the interests of promoting a proper review for approval of a permit application, the city shall request that applicant agree to a voluntary waiver of the timeframe for completeness review pursuant to F.S. § 365.172(13)(d)3.c. upon receipt of an application.
 - (g) Completeness review. Upon receipt of wireless communications facility permit application, the city shall review the application for completeness. If the city determines the application is: (a) incomplete, (b) missing required application materials, (c) specifies the wrong type of wireless facility, or (d) is otherwise defective, then, within 20 business days of the City of St. Pete Beach's receipt of the application per F.S. § 365.172(13)(d)3.a., the city shall notify applicant of the incompleteness of an application by mailing a notice of incomplete application by first class mail to the notice address which applicant has provided.
 - (1) Notice of incomplete application. Such notice shall advise the applicant, indicating with specificity any deficiencies in the required documents or deficiencies in the content of the required documents which, if cured, make the application properly completed.
 - (2) Reasonable timeframe to cure application deficiencies. Upon the mailing of such notice of incompleteness, applicant will have 30 business days from the date of mailing to cure deficiencies and make the application properly completed to accommodate the city's timely request for information required to complete the application. If applicant does not cure stated deficiencies within 30 days, the application will be considered withdrawn or closed pursuant to F.S. § 365.172(13)(d)3.a.
 - (3) If upon receipt of any additional materials from the applicant, the city determines that the application is still incomplete and/or defective, then the city shall, once again, mail a notice of incomplete application within 20 business days of the applicant having filed its supplemental or

corrected materials to the City and applicant shall, once again, have 30 business days to cure stated deficiencies, and the same procedure provided for hereinabove shall be repeated.

- (h) *Environmental impact.* For all applications other than eligible facilities requests, the city shall request confirmation of environmental reviews pursuant to NEPA when a facility is proposed to be sited within any location specified in Sec. 131-7.(a)(9), or when directed by a federal or state regulatory agency. If, and to the extent that, the determines a proposed installation bears the potential for a significant adverse impact upon the environment within the meaning of NEPA, then the Applicant shall be expected to confirm compliance with the requirements of NEPA in determining both (a) the extent of adverse impacts upon the environment and (b) what mitigation measures the applicant should be required to undertake to minimize the adverse environmental impacts and/or adverse impacts upon historic sites, structures and/or districts, or (c) may require confirmation of compliance and any environmental reviews performed or submitted pursuant to NEPA or by the Florida Department of Environmental Protection or the Southwest Florida Water Management District
- (i) *Historical reviews.* For all applications other than eligible facilities requests, the City shall consider the potential adverse impacts of any proposed personal wireless services facility upon any historic site or structure. If, and to the extent that the City determines that a proposed installation bears the potential for a significant adverse impact upon a historic site or a historic district within the meaning of the NHPA (especially if the historic site at issue is listed upon the national register of historic places), then the reviewing authority shall comply with the requirements of both NHPA and City law in determining both: (a) the extent of adverse impacts upon the historic properties, and (b) what mitigation measure might the applicant be required to undertake to minimize the adverse environmental impacts and/or adverse impacts upon historic sites or structures. Should a respective applicant fail to obtain a Section 106 review under NHPA, and opinion letters from the FCC pertaining to its proposed installation prior to a first public hearing before the reviewing authority for the respective application, then the City may make direct requests to the FCC for their review of the application. They shall request the FCC's review and input in completing the statutorily-required environmental/historic impact analysis pursuant to NHPA. This request shall include, but not be limited to, a request to the FCC for a Section 106 review, as defined in this chapter, as the City recognizes each application for a wireless communications facility permit for the installation of a personal wireless services facility shall constitute "an undertaking" for purposes of compliance with the National Historic Preservation Act.
- (j) *Identified land development or zoning issue.* Pursuant to F.S. § 365.172(b)1., St. Pete Beach City's review of an application for wireless communications facility(ies) shall only address land development issues. In the event of an identified land use or zoning issue, including but not limited to, zoning district restrictions, historical sites, structural design, setbacks, aesthetics, landscaping, viewsheds, beachfront and shoreline preservation and land-use priorities, the applicant shall submit the following additional information and materials:
 - 1. A statement whether in the event of permit denial applicant intends to claim effective prohibition and attach a written Notice of Effective Prohibition explaining how a denial would prohibit or effectively prohibit the provision of personal wireless service.

2. A written description identifying the geographic service area for the proposed facility along with a vicinity map of the geographic service area for the proposed facility, the service area of all existing sites in the local service network and showing anticipated future installations and modifications for the following two years. Each coverage map presented must be signed by a licensed engineer, attesting that they are familiar with the coverage model used, that it is an appropriate coverage model for the purpose, and that the input data used to create the coverage maps was appropriate.
3. The underlying data, certifications and other information required by 47 C.F.R. § 1.7004(c)(3)-(7).
4. A list of existing facilities within the desired service range, a detailed explanation regarding the availability of colocation opportunities for every facility on the list, and evidence of negotiation for colocation on existing facilities where such opportunities exist including but not limited to, statements of applicant's agents regarding written and verbal communications with owners and operators of existing facilities regarding such opportunities and statements of owners and operators of existing facilities regarding the availability or lack of such opportunities.

Sec. 131-56. - Permitted uses.

- (a) *General.* The uses listed in this section are deemed to be permitted uses and shall not require administrative approval or special exception approval.
- (b) *Permitted uses.* The following uses are specifically permitted:
 - (1) Antennas or towers located on property owned, leased, or otherwise controlled by City of St. Pete Beach, provided a license or lease authorizing such antenna or tower has been approved by city commission.

Sec. 131-67. - Administratively approved uses.

- (a) *General.* The following provisions shall govern the issuance of administrative approvals for ~~towers and antennas~~ eligible facilities requests and certain colocations described in subsection (b) below.
 - (1) The city manager ~~may~~ shall administratively approve the uses listed in this section.
 - (2) Each applicant for administrative approval shall apply to the city manager providing the information set forth in sections 131-7(b)(1) and 131-7(b)(3) 131-5.(a)(1)-(12) of this chapter and a nonrefundable fee as established by the city commission.
 - (3) Upon receipt of an application for administrative approval, the city manager shall notify the city commissioner of the district in which the proposed facility is located.
 - (4) The city manager shall review the application for administrative approval and determine if the proposed use complies with sections 131-4, 131-78(b)(4) and 131-78(b)(5) of this chapter.

- (5) The city manager shall respond to each such application within ~~60~~ 45 business days after receiving it by either approving or denying the application unless upon request of the city manager, applicant agrees to waive the timeframes per section 131-5(f).
- (6) In connection with any such administrative approval, the city manager may, in order to encourage shared use, administratively waive any zoning district setback requirements in section 131-78(b)(4) or separation distances between towers in section 131-78(b)(5) by up to 50 percent. Such waiver shall require public notice to all abutting property owners and all property owners of properties that are located within the corresponding separation distance listed in section 131-7(b)(5)b., Table 2, in addition to any notice otherwise required by the zoning ordinance.
- (7) In connection with any such administrative approval, the city manager may, in order to encourage the use of monopoles, administratively allow the reconstruction of an existing tower to monopole construction.
- ~~(8) If an administrative approval is denied, the applicant shall file an application for a special exception pursuant to section 131-7 prior to filing any appeal that may be available under the zoning ordinance.~~
- (b) *List of administratively approved uses.* The following uses may shall be approved by the city manager after conducting an administrative review:
- ~~(1) Locating antennas on existing structures or towers consistent with the terms of subsections a. and b. below.~~
- ~~a. *Antennas on existing non-tower structures.* Any antenna which is attached to an existing non-tower structure shall be approved by the city manager as an accessory use to any commercial, institutional, or multifamily structure of eight or more dwelling units, provided:~~
- ~~1. The antenna does not extend more than 30 feet above the highest point of the structure;~~
 - ~~2. The antenna complies with all applicable FCC and FAA regulations; and~~
 - ~~3. The antenna complies with all applicable building codes.~~
- ~~b. *Antennas on existing towers.* An antenna which is attached to an existing tower may be approved by the city manager and, to minimize adverse visual impacts associated with the proliferation and clustering of towers, collocation of antennas by more than one carrier on existing towers shall take precedence over the construction of new towers, provided such collocation is accomplished in a manner consistent with the following:~~
- ~~1. A tower which is modified or reconstructed to accommodate the collocation of an additional antenna shall be of the same tower type as the existing tower, unless the city manager allows reconstruction as a monopole.~~
 - ~~2. Height.~~

- ~~(i) An existing tower may be modified or rebuilt to a taller height, not to exceed 30 feet over the tower's existing height, to accommodate the collocation of an additional antenna.~~
- ~~(ii) The height change referred to in subsection 2.(i) may only occur one time per communication tower.~~
- ~~(iii) The additional height referred to in subsection 2.(i) shall not require an additional distance separation as set forth in section 131-7. The tower's pre-modification height shall be used to calculate such distance separations and setbacks.~~

~~3.—Onsite relocation.~~

- ~~(i) A tower which is being rebuilt to accommodate the collocation of an additional antenna may be moved onsite within 50 feet of its existing location, provided such relocation shall not have an adverse effect on neighboring uses.~~
- ~~(ii) After the tower is rebuilt to accommodate collocation, only one tower may remain on the site.~~
- ~~(iii) A relocated onsite tower shall continue to be measured from the original tower location for purposes of calculating separation distances between towers pursuant to section 131-7(b)(5). The relocation of a tower hereunder shall in no way be deemed to cause a violation of section 131-7(b)(5).~~
- ~~(iv) The onsite relocation of a tower which comes within the separation distances to residential units or residentially zoned lands as established in section 131-7(b)(5) shall only be permitted when approved by the development review board.~~

~~(2) New towers in non-residential zoning districts. Locating any new tower in a non-residential zoning district, provided a licensed professional engineer certifies the tower can structurally accommodate the number of shared users proposed by the applicant; the city manager concludes the tower is in conformity with the goals set forth in section 131-1 and the requirements of section 131-4; the tower meets the setback requirements in section 131-7(b)(4) and separation distances in section 131-7(b)(5); and the tower meets the following height and usage criteria:~~

- ~~a. For a single user, up to 120 feet in height;~~
- ~~b. For two users, up to 150 feet in height; and~~
- ~~c. For three or more users, up to 180 feet in height.~~

~~(1) Colocations on towers, including nonconforming towers, that meet the following requirements:~~

- ~~a. The collocation does not increase the height of the tower to which the antennae are to be attached, measured to the highest point of any part of the tower or any existing antenna attached to the tower;~~

- b. The colocation does not increase the ground space area, commonly known as the compound, approved in the site plan for equipment enclosures and ancillary facilities; and
 - c. The colocation consists of antennae, equipment enclosures, and ancillary facilities that are of a design and configuration consistent with all applicable regulations, restrictions, or conditions, if any, applied to the initial antennae placed on the tower and to its accompanying equipment enclosures and ancillary facilities and, if applicable, applied to the tower supporting the antennae. Such regulations may include the design and aesthetic requirements, but not procedural requirements, other than those authorized by F.S. §. 365.172, of the City of St. Pete Beach's land development regulations in effect at the time the initial antennae placement was approved.
- (2) Except for a historic building, structure, site, object, or district, or a tower included in paragraph (1), colocations on all other existing structures that meet the following requirements:
- a. The colocation does not increase the height of the existing structure to which the antennae are to be attached, measured to the highest point of any part of the structure or any existing antenna attached to the structure, provided that this restriction shall not prohibit the installation of an antenna on a non-tower structure located no more than 30 feet above the primary structure's roofline or more than 30 feet above height limit established in the non-tower structure's zoning district, nor shall it prohibit the use of private rooftops for existing service or service expansions;
 - b. The colocation does not increase the ground space area, otherwise known as the compound, if any, approved in the site plan for equipment enclosures and ancillary facilities;
 - c. The colocation consists of antennae, equipment enclosures, and ancillary facilities that are of a design and configuration consistent with any applicable structural or aesthetic design requirements and any requirements for location on the structure, but not prohibitions or restrictions on the placement of additional colocations on the existing structure or procedural requirements, other than those authorized by F.S. § 365.172, of the City of St. Pete Beach's land development regulations in effect at the time of the colocation application; and
 - d. The colocation consists of antennae, equipment enclosures, and ancillary facilities that are of a design and configuration consistent with all applicable restrictions or conditions, if any, that do not conflict with subparagraph c. and were applied to the initial antennae placed on the structure and to its accompanying equipment enclosures and ancillary facilities and, if applicable, applied to the structure supporting the antennae.
- (3) If only a portion of the colocation does not meet the requirements of this paragraph, such as an increase in the height of the proposed antennae over the existing structure height or a proposal to expand the ground space approved in the site plan for the equipment enclosure, where all other portions of the colocation meet the requirements of this paragraph, that portion of the colocation may be reviewed under the City of St. Pete Beach's regulations applicable to an initial placement of that portion of the facility, including, but not limited to, its land development regulations, and within the review timeframes of the Florida shot clock, and the rest of the colocation shall be reviewed in accordance with this paragraph. A colocation proposal under this paragraph that increases the ground space area, otherwise known as the compound, approved

in the original site plan for equipment enclosures and ancillary facilities by no more than a cumulative amount of 400 square feet or 50 percent of the original compound size, whichever is greater, shall be subject administrative review by the city manager for compliance with the City of St. Pete Beach's regulations, including, but not limited to, land development regulations review, and building permit review.

- (4) Eligible facilities requests meeting the criteria established by 47 CFR § 1.6100(b)(3). The application does not qualify as an eligible facilities request and therefore must comply with the requirements of paragraphs (1), (2), or (3) above to qualify for administrative review under this section if any of the following is true provided that the proposed facility is not in the public rights-of-way:
- a. It increases the height the greater of 10% or the height of one additional antenna array with separation from the nearest existing antenna greater than 20 feet. Changes in height should be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act.
 - b. It adds an appurtenance to the body of the tower that would protrude from the edge of the tower more than 20 feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than 6 feet;
 - c. It involves installation of more than four cabinets as part of that modification.
 - d. It entails any excavation or deployment of transmission equipment outside of the current site by more than 30 feet in any direction. The site boundary from which the 30 feet is measured excludes any access or utility easements currently related to the site;
 - e. It would defeat the concealment elements of the eligible support structure; or
 - f. It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment, provided however that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in subparagraphs a. - e..

- (2) (3) Installing a cable microcell network through the use of multiple low-powered transmitters/receivers attached to existing wireline systems, such as conventional cable or telephone wires, or similar technology that does not require the use of towers.

Sec. 131-78. - Special exception permits.

- (a) *General.* The following provisions shall govern the approval of special exceptions for towers, or antennas, and other wireless facilities by the city commission:

- (1) If the ~~tower or antenna~~ wireless communication facility is not a permitted use under section 131-56 of this chapter or permitted to be approved administratively pursuant to section 131-67 of this chapter, then a special exception shall be required for the construction of a ~~tower or the placement of an antenna~~ wireless facility in all zoning districts.
- (2) Applications for special exception under this section shall be reviewed by the ~~development review~~ Planning Board under the procedures and requirements of the zoning ordinance, except as modified herein. Upon completing its review at a regularly scheduled hearing, the board shall forward its recommendations to the City Commission for final determination.
- (3) In considering a special exception, the ~~development review~~ Planning Board or the City Commission may impose conditions to the extent that such conditions are necessary to minimize any adverse effect of the proposed ~~tower~~ wireless facility on adjoining properties.
- (4) Any information of an engineering nature that the applicant submits, whether civil, mechanical, or electrical, shall be certified by a licensed professional engineer licensed in the State of Florida.
- (5) An applicant for a special exception shall submit the information described in this section and section 131-5.(a)(1) - (21), and a non-refundable fee as established by the City Commission.

(b) *Towers.*

- (1) *Information required.* In addition to any information required for applications for special exception pursuant to the zoning ordinance, applicants for a special use permit for a tower shall submit the following information:
 - a. A scaled site plan clearly indicating the location, type and height of the proposed tower, on-site land uses and zoning, adjacent land uses and zoning (including when adjacent to other municipalities), comprehensive plan classification of the site and all properties within the applicable separation distances set forth in section 131-78(b)(5), adjacent roadways, proposed means of access, setbacks from property lines, elevation drawings of the proposed tower and any other structures, topography, parking, and other information deemed by the city manager to be necessary to assess compliance with this chapter.
 - b. Legal description of the parent tract and leased parcel (if applicable).
 - c. The setback distance between the proposed tower and the nearest residential unit, platted residentially zoned properties, and unplatted residentially zoned properties.
 - d. The separation distance from other towers described in the inventory of existing sites submitted pursuant to section 131-4(e)5(a)(5) shall be shown on an updated site plan or map. The applicant shall also identify the type of construction of the existing tower(s) and the owner/operator of the existing tower(s), if known.
 - e. A landscape plan showing specific landscape materials.
 - f. Method of fencing, and finished color and, if applicable, the method of camouflage and illumination.

- g. A narrative description of compliance with sections 131-4~~(e)~~, (d), (e), (f), (g), (j), (l), ~~and~~ (m), and (o), 131-78(b) (4), 131-78(b)(5) and all applicable federal, state or local laws.
- h. A notarized statement by the applicant as to whether construction of the tower will accommodate collocation of additional antennas for future users.
- i. A description of the suitability of the use of existing towers, other structures or alternative technology not requiring the use of towers or structures to provide the services to be provided through the use of the proposed new tower.

(2) *Factors considered in granting special exceptions for towers.* In addition to any standards for consideration of special exception applications pursuant to the zoning ordinance, the development review board shall consider the following factors in determining whether to recommend approval of a special exception:

- a. Height of the proposed tower;
- b. Proximity of the tower to residential structures and residential district boundaries;
- c. Nature of uses on adjacent and nearby properties;
- d. Surrounding topography;
- e. Surrounding tree coverage and foliage;
- f. Design of the tower, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness;
- g. Proposed ingress and egress; and
- h. Availability of suitable existing towers, other structures, or alternative technologies not requiring the use of towers or structures, as discussed in section 131-78(b)(3) of this chapter.

(3) *Availability of suitable existing towers, other structures, or alternative technology.* No new tower shall be permitted unless the applicant demonstrates ~~to the reasonable satisfaction of the city that~~ no existing tower, structure or alternative technology that does not require the use of towers or structures can accommodate the applicant's proposed antenna. An applicant shall be required to submit information related to the availability of suitable existing towers, other structures or alternative technology. Evidence submitted to demonstrate that no existing tower, structure or alternative technology can accommodate the applicant's proposed antenna ~~may~~ shall consist of ~~any of~~ the following:

- a. No existing towers or structures are located within the geographic area which meet applicant's engineering requirements.
- b. Existing towers or structures are not of sufficient height to meet applicant's engineering requirements.

- c. Existing towers or structures do not have sufficient structural strength to support applicant's proposed antenna and related equipment.
 - d. The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna.
 - e. ~~The fees, costs, or contractual provisions required by the owner in order to share an existing tower or structure or to adapt an existing tower or structure for sharing are unreasonable. Costs exceeding new tower development are presumed to be unreasonable.~~
 - f. ~~The applicant demonstrates that there are other limiting factors that render existing towers and structures unsuitable.~~
- (4) *Setbacks.* The following setback requirements shall apply to all towers for which a special exception is required; ~~provided, however, that the development review board may recommend reduction of the standard setback requirements if the goals of this chapter would be better served thereby:~~
- a. Towers shall be located in accordance with the site plan approved at the time the special exception is granted.
 - b. Guys and accessory buildings must satisfy the minimum zoning district setback requirements.
- (5) *Separation.* The following separation requirements shall apply to ~~all towers and antennas~~ wireless communications facilities for which a special exception is required; ~~provided, however, that the development review Planning Board, where so authorized in this chapter,~~ recommend reduction of the standard separation requirements if the goals of this chapter would be better served thereby.
- a. *Separation from off-site uses/designated areas.*
 - 1. Tower separation shall be measured from the base of the tower to the lot line of the off-site uses and/or designated areas as specified in Table 1, except as otherwise provided in Table 1.
 - 2. Separation requirements for towers shall comply with the minimum standards established in Table 1.

Table 1: Separation from adjacent uses and/or designated areas.

Adjacent Use/Designated Area	Separation Distance

Developed or vacant single-family or duplex residentially zoned land which is either platted or has preliminary subdivision plan approval which is not expired	200 feet or 300% height of tower whichever is greater
Existing multifamily residential units greater than duplex units	100 feet or 100% height of tower whichever is greater
Non-residentially zoned lands or non residential uses	None; only setbacks apply

b. *Separation distances between towers.*

1. Separation distances shall be required between proposed and pre-existing towers pursuant to Table 2. The separation distances shall be measured by drawings or following a straight line between the base of the existing tower and the base of the proposed tower.

Table 2: Separation distances between towers.

Tower Types	Lattice	Guyed	Monopole 75 ft. in Height of Greater	Monopole Less Than 75 ft. in Height
Lattice	5,000	5,000	1,500	750
Guyed	5,000	5,000	1,500	750
Monopole 75 Ft in Height or Greater	1,500	1,500	1,500	750
Monopole Less Than 75 feet in Height	750	750	750	750

- (6) *Security fencing.* Towers shall be enclosed by security fencing not less than six feet in height and shall also be equipped with an appropriate anti-climbing device; provided however, that the development review board may recommend waiver of such requirements, as it deems appropriate.
- (7) *Landscaping.* The following requirements shall govern the landscaping surrounding towers for which a special exception is required; provided, however, that the development review board may recommend waiver of such requirements if the goals of this chapter would be better served thereby.
- a. Tower facilities shall be landscaped with a buffer of plant materials that effectively screens the view of the tower compound from property used for residences. The standard buffer shall consist of a landscaped strip at least four feet wide outside the perimeter of the compound.
 - b. In locations where the visual impact of the tower would be minimal, the landscaping requirement may be reduced or waived.
 - c. Existing mature tree growth and natural land forms on the site shall be preserved to the maximum extent possible. In some cases, such as towers sited on large, wooded lots, natural growth around the property perimeter may be sufficient buffer.
- (8) *Variances.* The City Commission, upon recommendation from the ~~development review~~ Planning Board, may allow deviations from this section to reduce the burden on the applicant of one or more of these criteria if it concludes that the goals of this chapter are better served thereby.

Sec. 131-89. - Buildings or other equipment storage.

Accessory equipment, such as Eequipment shelters and cabinets associated with antennas shall be approved along with the approval of ~~towers and antennas~~ wireless communications facilities.

- (1) Equipment shelters shall meet the applicable requirements of the building codes and shall be sited so as to meet the setback requirements of the zoning district in which they are located. Equipment shelters may, in as much as possible, be required to be designed and constructed in such a way as to harmonize with surrounding uses.
- (2) Equipment cabinets shall be designed and constructed to meet all applicable safety and health codes. Further, equipment cabinets, other than those mounted on rooftops, shall not be located within the traffic visibility triangles established by the zoning ordinance and shall be appropriately screened from neighboring properties.

Sec. 131-10. Permit conditions.

- (a) Owners of all approved wireless facilities shall be required to agree to allow future co-location by other carriers, and to provide an efficient process for handling co-location requests.

- (b) *Post-installation certification.* Within 60 calendar days after the permittee commences full, unattended operations of the wireless facility approved or deemed-approved, the permittee shall provide the city manager with documentation reasonably acceptable to city manager that the wireless facility has been installed and constructed in strict compliance with the approved construction drawings and photo simulations. Such documentation shall include without limitation as-built drawings, GIS data, and site photographs.
- (c) *Insurance required.* The permittee and each owner or operator of an antenna on the personal wireless services facility, shall obtain, and at all times relevant to this permit maintain, insurance policies, issued by an insured authorized to do business in the State of Florida and reasonably acceptable to the City of St. Pete Beach, at least as broad as follows:
- (1) *Commercial general liability insurance.* The permittee shall procure and maintain at its expense or cause its contractor or subcontractor to procure and maintain throughout the term of this permit, commercial General Liability ("CGL") insurance on an "occurrence" basis, with limits not less than \$2,000,000 per occurrence per wireless carrier or \$4,000,000 per wireless carrier in the aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project location or the general aggregate limit shall be twice the required occurrence limit. CGL insurance must include coverage for the following: Bodily Injury and Property Damage; Personal Injury/Advertising Injury; Premises/Operations Liability; Products/Completed Operations Liability; Aggregate Limits that Apply per Project; Explosion, Collapse and Underground ("UCX") exclusion deleted; Contractual Liability with respect to the permit; Broad Form Property Damage; and Independent Consultants Coverage. The policy shall contain no endorsements or provisions limiting coverage for (i) contractual liability; (ii) cross liability exclusion for claims or suits by one insured against another; (iii) products/completed operations liability; (iv) bodily injury or damage from RF exposure at levels exceeding the FCC limits; or (v) contain any other exclusion contrary to the conditions in this permit.
 - (2) *Environmental pollution liability insurance.* The permittee shall procure and maintain at its expense or cause its contractor or subcontractor to procure and maintain throughout the term of this permit, Contractors Pollution Liability Insurance including contractual liability coverage to cover liability and legal expenses arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by the permittee or any subcontractor resulting from pollution conditions associated with the personal wireless services facility in an amount not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage.
 - (3) *Umbrella policy.* If an umbrella or excess liability insurance policy is used to satisfy the minimum requirements for insurance coverage listed above, the umbrella or excess liability policies shall provide coverage at least as broad as specified for the underlying coverages and covering those insured in the underlying policies. Coverage shall be "pay on behalf," with defense costs payable in addition to policy limits. Permittee shall provide a "follow form" endorsement or schedule of underlying coverage satisfactory to the City of St. Pete Beach indicating that such coverage is subject to the same terms and conditions as the underlying liability policy
 - (4) *Endorsements.* The relevant policy(ies) shall name the City of St. Pete Beach, its elected/appointed officials, commission members, officers, representatives, agents, volunteers and employees as additional insureds. The permittee shall use its best efforts to provide thirty (30) days' prior notice to the City of St. Pete Beach of the cancellation or material modification of any applicable insurance policy.
 - (5) *Verification of coverage.* Permittee shall furnish the City of St. Pete Beach with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required herein. All certificates and endorsements are to be received

and approved by the City of St. Pete Beach before any work commences. However, failure to obtain required documents prior to the work beginning shall not waive the Licensee's obligation to provide them. Permittee shall furnish updated certificates and endorsements to the City of St. Pete Beach annually. The City of St. Pete Beach reserves the right to require updated certificates and endorsements or complete, certified copies of all required insurance policies, including the endorsements required herein, at any time.

- (d) Permittee has full liability. The permittee shall assume full liability for damage or injury caused to any property or person by the personal wireless services facility.
- (e) Permittee shall provide an executed agreement, pursuant to which permittee and any related third parties agree to defend, hold harmless and fully indemnify the City of St. Pete Beach, its officers, employees, agents, attorneys, and volunteers, from (i) any claim, action or proceeding brought against the city or its officers, employees, agents, or attorneys to attack, set aside, void, or annul any such approval of the city or (ii) a successful legal action brought against the city for loss of property value or other harm caused by the placement or operation of a small cell installation. Such indemnification shall include damages, judgments, settlements, penalties, fines, defensive costs or expenses, including, but not limited to, interest, attorneys' fees and expert witness fees, or liability of any kind related to or arising from such claim, action, or proceeding whether incurred by the permittee, the City of St. Pete Beach and/or the parties initiating or bringing such proceeding. The agreement shall also include a provision obligating the permittee to indemnify the City of St. Pete Beach for all of the city's costs, fees and damages which the city incurs in enforcing the indemnification provisions of this Section.
- (f) ADA accommodations. The City of St. Pete Beach seeks to comply with the Americans With Disabilities Act, and shall comply with same in the event that any person who is disabled within the meaning of the Act seeks a reasonable accommodation, to the extent they are entitled to same under the Act.
- (g) Prior to the issuance of any entitlement permit, the applicant shall provide a facility maintenance/removal agreement and decommissioning plan to the city manager, binding the developer and successors in interest, to an agreement to:
 - (1) Maintain the facility as approved; and
 - (2) Notify the City of St. Pete Beach of intent to vacate the site, agreeing that the applicant will remove all facilities within twelve (12) months pursuant to the decommissioning plan unless the site is occupied by a successor; or
 - (3) Provide a cash bond equal in cost to removing the tower and associated facilities.
- (h) Decommissioning plan. The Facility Maintenance/Removal Agreement shall include a decommissioning plan with the following information:
 - (1) A plan for disposal of all solid waste, special waste and hazardous waste in accordance with local, state, and federal waste disposal regulations detailing the types and quantities of waste materials and methods of disposal;

- (2) A description of how and on what schedule stabilization and re-vegetation of the site as deemed necessary to minimize erosion will be accomplished. Permittee should include, to the extent possible, restoration of native vegetation, and pollinator-friendly seed mixtures shall be used to the maximum extent possible in re-vegetation of ground cover;
 - (3) An estimate of costs for the decommissioning of the personal wireless services facility with a detailed description of how the estimated costs were derived, including the date which was the basis for the estimate;
 - (4) A decommissioning plan signed by the party responsible for decommissioning and the landowner (if different) whose minimum requirements meet the standards of this Ordinance. Such plan must be filed with the city manager prior to the first operation of the personal wireless services facility;
 - (5) An estimate of the total cost of decommissioning value of the equipment and itemization of the estimated major expenses, including the projected costs of measures taken to minimize or prevent adverse effects on the environment during the implementation of the decommissioning plan.
- (i) Landscaping. The permittee shall replace any landscape features damaged or displaced by the construction, installation, operation, maintenance or other work performed by the permittee or at the permittee's direction on or about the site. If any trees are damaged or displaced, the permittee shall hire and pay for a licensed arborist to select plant and maintain replacement landscaping in an appropriate location for the species. Any replacement tree must be substantially the same size as the damaged tree or as otherwise approved by the City of St. Pete Beach. The permittee shall, at all times, be responsible to maintain any replacement landscape features.
 - (j) A permanent, weatherproof, facility identification sign, no more than twelve (12") inches by twenty-four (24") inches in size, identifying the facility operator and a twenty-four (24) hour phone number, shall be placed on the fence, the equipment building or tower base. If larger signage is required by the FCC, the applicant shall provide proof of the requirement, and signage shall not exceed the required size.
 - (k) Permittee's contact information. Prior to the final inspection and at all times relevant to this permit, Permittee shall keep on file with the City of St. Pete Beach basic contact and site information. This information shall include, but not is limited to, the following:
 - (1) The name, physical address, notice address (if different), direct telephone number and email address for the permittee and, if different from the permittee, the site operator, equipment, owner, the site manager and agent for service of process;
 - (2) The regulatory authorizations held by the permittee and, to the extent applicable, site operator, equipment owner and site manager as may be necessary for the facility's continued operation;
 - (3) The facility's site identification number and/or name used by the permittee and, to the extent applicable, site operator, equipment owner and site manager; and
 - (4) A toll-free telephone number to the facility's network operations center where a live person with power-down control over the facility is available 24 hours-per-day, seven days-per-week. Within

10 business days after a written request by the City of St. Pete Beach, the permittee shall furnish the City with an updated form that includes all the most current information described in this condition.

- (l) Within 15 days after any project approval, the permittee shall sign and file with the city manager a defense and indemnity agreement, to defend, indemnify, hold harmless, the City of St. Pete Beach and city commissioners, agents, officers, officials, employees and volunteers (collectively, the "indemnitees") from any and all i) damages, liabilities, injuries, losses, costs and expenses and from any and all claims, demands, law suits, writs and other actions or proceedings ("claims") brought against the indemnitees to challenge, attack, seek to modify, set aside, void or annul the City of St. Pete Beach's approval of this use permit, and (ii) other claims of any kind or form, whether for personal injury, death or property damage, that arise from or in connection with the permittee's or its agents', directors', officers', employees', contractors', subcontractors', licensees' or customers' acts or omissions in connection with this use permit or the small wireless facility or other infrastructure deployment. In the event the City of St. Pete Beach becomes aware of any claims, the City will use best efforts to promptly notify the permittee and the private property owner (if applicable) and shall reasonably cooperate in the defense. The permittee expressly acknowledges and agrees that the City of St. Pete Beach shall have the right to approve, which approval shall not be unreasonably withheld, the legal counsel providing the city's defense, and the property owner and/ or permittee (as applicable) shall promptly reimburse the city for any costs and expenses directly and necessarily incurred by the city in the course of the defense. The permittee expressly acknowledges and agrees that the permittee's indemnification obligations under this condition are a material consideration that motivates the city to approve this use permit, and that such indemnification obligations will survive the expiration, revocation or other termination of this permit in the form approved by city manager.
- (m) *Permit revocation.* Any permit granted under this section may be revoked in accordance with the provisions and procedures in section 132-14.(b)(2). The city commissioners, city manager, fire marshal, or other City of St. Pete Beach official may initiate revocation proceedings when there is information that the facility may not be in compliance with all applicable laws, which includes without limitation, any permit in connection with the facility and any associated conditions with such permit(s). Before any public hearing to revoke a permit granted under this Section, the body that originally approved the permit must issue a written notice to the permittee that specifies (i) the facility(ies); ii) the violation(s) to be corrected; (iii) the timeframe in which the permittee must correct such violation(s); and (iv) that, in addition to all other rights and remedies the City of St. Pete Beach may pursue, the City of St. Pete Beach may initiate revocation proceedings for failure to correct such violation(s). The body that originally approved the permit may revoke a permit when it finds substantial evidence in the written record to show that the facility is not in compliance with any applicable laws, which includes without limitation, any permit in connection with the facility and any associated conditions with such permit(s). Any decision to revoke or not revoke a permit shall be final and not subject to any further appeals when the decision is made by the city commission; decisions made by the city manager or designee may be appealed to the city commission if the appeal is submitted within calendar 30 days of the date of the decision. Written notice of intention to revoke the permit shall be mailed to the applicant not less than 10 days before the public hearing.

- (n) Truthful and accurate statements. The permittee acknowledges that the City of St. Pete Beach's approval relies on the written and/or oral statements by permittee and/or persons authorized to act on permittee's behalf. In any matter before the City of St. Pete Beach in connection with the use permit or the wireless facility approved under the use permit, neither the permittee nor any person authorized to act on permittee's behalf shall, in any written or oral statement, intentionally provide material factual information that is incorrect or misleading or intentionally omit any material information necessary to prevent any material factual statement from being incorrect or misleading.

Sec. 131-~~911~~. - Removal of abandoned antennas and towers.

Any antenna or tower that is not operated for a continuous period of 12 months shall be considered abandoned, and the owner of such antenna or tower shall remove the same within 90 days of receipt of notice from the City of St. Pete Beach notifying the owner of such abandonment. Failure to remove an abandoned antenna or tower within said 90-day shall be grounds to remove the tower or antenna at the owner's expense. If there are two or more users of a single tower, then this provision shall not become effective until all users cease using the tower.

Sec. 131-~~1012~~. - Non-conforming uses.

- (a) *Not expansion of nonconforming use.* Towers that are constructed, and antennas that are installed, in accordance with the provisions of this chapter shall not be deemed to constitute the expansion of a non-conforming use or structure.
- (b) *Pre-existing towers.* Pre-existing towers shall be allowed to continue their usage as they presently exist. Routine maintenance (including replacement with a new tower of like construction and height) shall be permitted on such pre-existing towers. New construction other than routine maintenance on a pre-existing tower shall comply with the requirements of this chapter.
- (c) *Rebuilding damaged or destroyed non-conforming towers or antennas.* Notwithstanding section 131-9, bona fide non-conforming towers or antennas that are damaged or destroyed may be rebuilt without having to first obtain administrative approval or a special exception and without having to meet the separation requirements specified in sections 131-78(b)(4) and 131-78((b)(5). The type, height, and location of the tower onsite shall be of the same type and intensity as the original facility approval. Building permits to rebuild the facility shall comply with the then applicable building codes and shall be obtained within 180 days from the date the facility is damaged or destroyed. If no permit is obtained or if said permit expires, the tower or antenna shall be deemed abandoned as specified in section 131-910.

Sec. 131-13. - Appeals.

Any person adversely affected by a decision of the city manager in the granting or denial of permit pursuant to this chapter may appeal that decision to the City Commission. Such appeal must be taken by filing written notice with the city manager, or designee, with a copy to the city clerk, within 30 days after the decision of the city manager, or Planning Board if the appellant received actual notice within 5 days of the decision. The deadline is tolled on a day for day basis until the appellant receives actual notice or should

have become aware of the decision using reasonable diligence. Each appeal must be accompanied by a payment in sufficient amount to cover the cost of publishing and mailing notices of hearings. Failure to file such appeal constitutes acceptance of the permit and any conditions thereof or the denial of the application. Where a notice of appeal to the city manager, or designee, is not timely filed as provided in this section, such right to appeal is waived.

Section 131-14. - Review Fees and Costs.

To the extent allowed by federal and state law, the Applicant shall be responsible and pay an application fee and Development review costs incurred by the city relating directly to the review, processing, and inspection of an application or facility relating to an application, proposal, or project, including, but not limited to

- (a) In-House Costs which mean the costs to the city of the administrative and meeting time spent by city staff reviewing and processing an application, proposal, or project, and
- (b) Consultant Costs which mean the direct expenses incurred by the city, or the reasonable value of services, as the case may be, for consultants who review the specific application, proposal, or project at the direction of the city related to the review of an application, proposal, or project.

Chapter 132 - COMMUNICATION FACILITIES IN THE PUBLIC-CITY RIGHTS-OF-WAY

Sec. 132-1. - Purpose, intent, and scope, and applicability.

- (a) To establish reasonable, uniform and comprehensive standards and procedures for small wireless facilities and other infrastructure deployment in the public rights-of-way, for the construction, installation, collocation, modification, operation, relocation, and removal of such facilities within the City of St. Pete Beach's territorial boundaries, consistent with and to the extent permitted under federal and Florida state law.
- (b) To reserve the general authority preserved under 47 U.S.C. § 332(c)(7) and F.S. § 337.401(3)(b) to regulate and manage municipal roads and public rights-of-way in exercising its police power over matters necessary to manage the city's roads and rights-of-way.
- (c) To reserve the general authority preserved under 47 U.S.C. § 332(c)(7) and F.S. § 337.401(7)(k) to enforce historic preservation zoning regulations, requirements for facility modifications under 47 U.S.C. § 1455(a), the National Historic Preservation Act, 16 USCS §§ 470 et seq., or the National Environmental Policy Act of 1969, 42 USCS §§ 4321 et seq.
- (d) To employ the "General Authority" preserved to the City of St. Pete Beach pursuant to F.S. § 365.172(b)1., the Emergency Communications Act, to review any applicable land development or zoning issues, including, but not limited to aesthetics, landscaping, land-use based priorities,

structural design, and setbacks when considering applications for wireless communications facilities.

- (e) ~~The purpose of this chapter is to adopt specific regulations relating to the use of rights-of-way for the erection of telecommunication antennae or towers and any accessory equipment supporting the same within the city right-of-way, consistent with the Florida Statutes, as amended. To promote the community interest by (1) ensuring the balance between public and private interests is maintained; (2) protecting St. Pete Beach City's visual character from potential adverse impacts and visual blight created or exacerbated by small and micro wireless facilities and related infrastructure; (3) Protecting and preserving the city's environmental resources; (4) protecting and preserving the City's public rights-of-way; and (5) promoting access to high-quality, advanced wireless services for the City's residents, businesses, and visitors.~~
- (f) ~~It is the intent of this chapter to r~~To require all applicants seeking to obtain a city permit to erect any ~~telecommunication antennae or towers~~ wireless communications facilities and any accessory equipment supporting the same within the city right-of-way prior to commencing any construction and shall thereafter comply with all applicable terms therein.
- (g) To adopt and to administer reasonable rules and regulations not inconsistent with state and federal law, including the United States and Florida Constitutions, Florida Statutes, the City's home-rule authority, and in accordance with the provisions of the Federal Communications Act, the Spectrum Act, FCC regulations, and other federal and state law; to establish reasonable rules and regulations necessary to manage the placement and maintenance of communications facilities in the public rights-of-way by all communications services providers after the effective date of this Ordinance; and to minimize disruption to the public rights-of-way.
- (h) In furtherance of these objectives, City of St. Pete Beach shall give due consideration to the comprehensive plan, land development regulations, existing land uses, historic preservation, scenic beach and ocean viewsheds, aesthetics, community character, residential areas, and environmentally sensitive areas in approving sites for the location of towers and antennas.
- (i) *Applicability.* Chapter 132 addresses, and is specific to, small wireless facilities, micro-wireless facilities, and their supporting utility poles and wireless support structures, as applicable, that are located within the City-owned rights-of-way. All other communication facilities, including small and micro wireless facilities installed on public property, shall be regulated pursuant to Chapter 131 of the Code of Ordinances.

Sec. 132-2. - Definitions.

For purposes of this chapter, the following words and phrases shall have the meanings respectively set forth below, except where the context clearly indicates a different meaning:

Abandonment means the permanent cessation of all uses of a communications facility for a period of 90 or more consecutive days; provided that this term does not include cessation of all use of a communications facility within a physical structure where the physical structure continues to be used. By way of examples, and not limitation, cessation of all use of a cable within a conduit, where the conduit, continues to be used, will not be considered abandonment while the cessation of use of a small wireless

facility collocated upon an active utility pole will be considered abandonment of the small wireless facility but not constitute abandonment of the active utility pole. Removal of all utilities, including small wireless facilities from a pole and leaving the pole, in whole or in part, will constitute abandonment of the utility pole.

Abut shall mean, when used in conjunction with a lot or parcel of land or public right-of-way, means a lot or parcel of land or public right-of-way that shares all or a part of a common lot line or boundary line with another lot or parcel of land or public right-of-way.

ACHP means the Federal Advisory Council on Historic Preservation.

Adjacent properties or properties adjacent shall mean (i) those lots or parcels of land that abut another lot or parcel of land or public right-of-way that is contiguous to a communications facility site or proposed site and (ii) the lots or parcels of land or public right-of-way that would be contiguous to lots or parcels or public rights-of-way but for an intervening local or collector roadway.

Antenna means communication equipment that transmits or receives electro-magnetic radio frequency signals used in providing wireless services.

Applicable codes means uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes enacted solely to address threats of destruction of property or injury to persons, or local codes or ordinances adopted to implement this subsection. The term includes objective design standards adopted by ordinance that may require a new utility pole that replaces an existing utility pole to be of substantially similar design, material, and color or that may require reasonable spacing requirements concerning the location of ground-mounted equipment. shall mean uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes enacted solely to address threats of destruction of property or injury to persons, including, but not limited expressly to the Florida Building Code, National Electrical Code, National Electrical Safety Code, 2017 Edition of the Florida Department of Transportation Utility Accommodation Manual ("2017 FDOT UAM"), the Florida Department of Transportation Manual on Traffic Control and Safe Practices, the State of Florida Manual of Uniform Minimum Standards for Design Construction and Maintenance for Streets and Highways, the "Safety Rules for the Installation and Maintenance of Electrical Supply and Communication Lines" established by the Department of Commerce, Bureau of Standards of the United States, as may be amended, and City codes or ordinances, and standards and regulations, to the extent not inconsistent with the 2017 FDOT UAM and Florida law. The term includes objective design standards adopted by ordinance that may require a new utility pole that replaces an existing utility pole to be of substantially similar design, material, and color or that may require reasonable spacing requirements concerning the location of ground-mounted equipment. The term includes objective design standards adopted by ordinance that may require a small wireless facility to meet reasonable location, context, color, stealth, and concealment requirements; however, such design standards may be waived by the city upon a showing that the design standards are not reasonably compatible for the particular location of a small wireless facility or that the design standards impose an excessive expense.

Applicant, owner, or permittee shall mean any person requesting a permit to place or maintain facilities in a right-of-way, or who has previously done so shall mean any individual, corporation, limited liability company, general partnership, limited partnership, estate, trust, joint-stock company, association of two or more persons having a joint common interest, or any other entity submitting an application for a

wireless communication facility permit, site plan approval, building permit, and/or any other related approval, for the installation, operation and/or maintaining of one or more wireless communication facilities.

Application shall mean a request submitted by an application to the City for a permit. all necessary and required documentation, information, and evidence that an applicant must submit to receive a wireless communications facility permit, building permit, or other city approval for personal wireless service facilities from the city.

As-built survey means the final complete drawing(s) in hard copy signed and sealed by a professional surveyor and mapper, as defined in F.S. § 472.005, ~~as amended,~~ or licensed engineer, that reflect all changes made during the construction process, and show the exact dimensions, geometry and location of all elements of the work completed under the permit, and the as-built survey in an electronic format suitable to the city. An as-built survey is a survey performed to obtain horizontal and vertical dimensional data to facilities/improvements in/on/through right(s)-of way and/or land.

Authority shall mean the City of St. Pete Beach, Florida.

Authority utility pole shall mean a utility pole owned by the Authority in the city rights-of-way. The term does not include a utility pole owned by a municipal electric utility, a utility pole used to support municipally owned or operated electric distribution facilities, or a utility pole located in the city rights-of-way within a retirement community that is deed restricted as housing for older persons as defined in F.S. § 760.29(4)(b), as amended, has more than 5,000 residents, and has underground utilities for electric transmission or distribution.

Backhaul facilities means a physical transmission path, all or part of which is within the public rights-of-way controlled by the City or any government entity, used for the transport of communications data by wire or fiber from a wireless facility to a network. A backhaul facility may also consist of an antenna, including a microwave antenna, installed in the public rights-of-way pursuant to a permit, used for the transport of communications data wirelessly from a wireless facility to a network.

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

Clear zone shall mean the roadside border area, starting at the edge of the traveled way, available for safe use by errant vehicles. This area may consist of a shoulder, recoverable slope, non-recoverable slope, clear runout area, or combination thereof. The width of the clear zone is dependent upon the traffic volumes and speeds, and on the roadside geometry.

~~Collocate, collocation or co-location means to install, mount, maintain, modify, operate, or replace one or more wireless facilities on, under, within, or adjacent to a wireless support structure or utility pole. This term does not include the installation of a new utility pole or wireless support structure in the public right-of-way. Co-location upon an existing structure not providing telecommunication services does not convert the structure into a wireless facility.~~

“Colocation,” “colocate,” or “collocation,” “collocate” can have different meanings depending on context.

Where and when F.S. § 337.401 applies, the definition in § 337.401(b)(7) shall also apply. That definition currently states:

“Collocate” or “collocation” means to install, mount, maintain, modify, operate, or replace one or more wireless facilities on, under, within, or adjacent to a wireless support structure or utility pole. The term does not include the installation of a new utility pole or wireless support structure in the public rights-of-way.

Where and when F.S. § 365.172 applies, the definition in § 365.172(3)(f) shall also apply. That definition currently states:

“Colocation” means the situation when a second or subsequent wireless provider uses an existing structure to locate a second or subsequent antennae. The term includes the ground, platform, or roof installation of equipment enclosures, cabinets, or buildings, and cables, brackets, and other equipment associated with the location and operation of the antennae.

Where and when the FCC’s general rules for placement, construction and modification of personal wireless facilities apply, the definition in 47 C.F.R. § 1.6002(g) shall also apply. That definition currently states:

Collocation, consistent with § 1.1320(d) and the Nationwide Programmatic Agreement (NPA) for the Collocation of Wireless Antennas, appendix B of this part, section I.B, means—

- (1) Mounting or installing an antenna facility on a pre-existing structure; and/or
- (2) Modifying a structure for the purpose of mounting or installing an antenna facility on that structure.
- (3) The definition of “collocation” in § 1.6100(b)(2) applies to the term as used in that section.

Where and when the FCC’s rules for wireless facility modifications apply, the definition in 47 C.F.R. § 1.6100(b)(2) shall also apply. That definition currently states:

- (2) Collocation. The mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes.

Communication services shall have the meaning found in F.S § 202.11, as amended, which includes the transmission, conveyance, or routing of voice, data, audio, video, or any other information or signals, including video services, to a point, or between or among points, by or through any electronic, radio, satellite, cable, optical, microwave, or other medium or method now in existence or hereafter devised, regardless of the protocol used for such transmission or conveyance. The term includes such transmission, conveyance, or routing in which computer processing applications are used to act on the form, code, or protocol of the content for purposes of transmission, conveyance or routing without regard to whether such service is referred to as voice-over-internet-protocol services or is classified by the Federal Communications Commission as enhanced or value-added. The term does not include:

- (1) Information services.
- (2) Installation or maintenance of wiring or equipment on a customer's premises.

- (3) The sale or rental of tangible personal property.
- (4) The sale of advertising, including, but not limited to, directory advertising.
- (5) Bad check charges.
- (6) Late payment charges.
- (7) Billing and collection services.
- (8) Internet access service, electronic mail service, electronic bulletin board service, or similar online computer services.

Consolidated permit application shall mean a single permit application that would otherwise require individual permit applications for the collocation of between 2 and 30 small wireless facilities to existing utility poles within the public rights-of-way.

Eleventh hour submissions means an applicant's submission of new and/or additional materials in support of an application and/or to cure deficiencies in incomplete and denied applications within 48 hours of the expiration of an applicable shot clock, or at an otherwise unreasonably short period of time before the expiration of the shot clock, making it impracticable for the city to adequately review and consider such submissions due to their complexity, volume, or other factors, before the expiration of the shot clock.

Emergency means a condition that poses a threat to life, health, or property, or may create an out-of service condition.

Emergency action means any action in the public right-of-way, including repair, replacement, or maintenance of any existing equipment of facility, which is necessary to alleviate an emergency.

Equipment or facility means any line, conduit or duct, utility pole, transmission or distribution equipment (e.g., an amplifier, power equipment, optical or electronic equipment, a transmission station, switching or routing equipment), cabinet or pedestal, handhole, manhole, vault, drain, location marker, appurtenance, or other equipment or facility associated with communications services located in the city rights-of-way.

Excavate or excavation shall mean consistent with the definition contained in F.S. § 556.102(6), as it may be amended, any manmade cut, cavity, trench, or depression in the earth's surface, formed by removal of earth, intended to change the grade or level of land, or intended to penetrate or disturb the surface of the earth, including land beneath the waters of the state, as 12 defined in F.S. § 373.019(22), and the term includes pipe bursting and directional drilling or boring from one point to another point beneath the surface of the earth, or other trenchless technologies.

Facility means the equipment and property, including, but not limited to, any and all such conduits, cables, poles, wires, supports, ducts, fiber, optics, antenna and other structures, equipment, appurtenances and pathways, including wireless facilities, small wireless facilities and micro-wireless facilities, as may be reasonably necessary to be used to provide communications services. Multiple cables, conduits, strands, or fibers located within the same conduit will be considered one communications facility for purposes of this subsection.

FCC means the Federal Communications Commission.

Historic property shall mean any prehistoric or historic district, site, building, object or other real or personal property, of historical, architectural or archaeological value. These properties or resources may include, but are not limited to, monuments, memorials, Indian habitations, ceremonial sites, abandoned settlements, engineering works, treasure troves, artifacts, or other objects with intrinsic historical or archaeological value, or any part thereof, relating to the history, government, or culture of the city.

Micro-wireless facility means a small wireless facility having dimensions no larger than 24 inches in length, 15 inches in width, and 12 inches in height and an exterior antenna, if any, no longer than 11 inches.

Monopole means a single self-supporting structure which contains no guy wires and no more than one support column.

Pass-through provider means any person who places or maintains a communications facility in the public rights-of-way and who does not remit tax pursuant to F.S. § 202.19, as amended.

Permit means the right-of-way utilization permit which must be obtained before a person may place or maintain any facility in a city right-of-way.

Permittee means any person to whom a permit to place or maintain a facility in a city right-of-way has been granted by the city.

Person means any natural person or any association, company, firm, partnership, joint venture, corporation, governmental entity, or other legal entity.

Place or maintain, placement and maintenance, or placing or maintaining shall mean to erect, construct, install, maintain, place, repair, extend, expand, remove, occupy, locate or relocate. A person that owns or exercises physical control over facilities located in the public right-of-way, such as physical control to maintain and repair, is "placing or maintaining" the facilities. A person providing service only through resale or the use of a third party's unbundled network elements is not "placing or maintaining" the facilities through which such service is provided. The transmission and receipt of radio frequency signals through the airspace of the public right-of-way does not constitute "placing or maintaining" facilities within the public rights-of-way.

Right-of-way means the surface and space above and below any real property in which the city has an interest in law or equity, open to travel by the public, including streets, easements and sidewalks, but excluding parks. Right-of-way means the public right-of-way, not private right-of-way.

Telecommunications means the transmission, between or among points specified by the user, or information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunication antenna or antenna means a mounted device used for the transmission of telecommunication services or communications services, including, but not limited to, traditional small cell technology.

Telecommunication tower or tower means a self-supporting lattice, guyed or monopole structure constructed from grade which supports telecommunications or communication service facilities. The term

tower shall not include amateur radio operators' equipment, as licensed by the Federal Communications Commission.

Small wireless facility means a wireless facility that meets the following qualifications:

- (1) Each antenna associated with the facility is located inside an enclosure of no more than six cubic feet in volume or, in the case of antennas that have exposed elements, each antenna and all of its exposed elements could fit within an enclosure of no more than six cubic feet in volume; and
- (2) All other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements, telecommunications demarcation boxes, ground-based enclosures, grounding equipment, power transfer switches, cutoff switches, vertical cable runs for the connection of power and other services, and utility poles or other support structures.

Utilities means, any water, sewer, gas, drainage, monitor well, sprinkler or culvert pipe and any electric power, telecommunication, signal, communication, or cable television conduit, fiber, wire, cable, or operator thereof, including utilities operated by the city.

Utility pole shall mean a pole or similar structure that is used in whole or in part to provide communications services or for electric distribution, lighting, traffic control, signage, or a similar function. The term includes the vertical support structure for traffic lights but does not include a horizontal structure to which signal lights or other traffic control devices are attached and does not include a pole or similar structure 15 feet in height or less unless an authority grants a waiver for such pole.

Wireless facility means equipment at a fixed location which enables wireless communications between user equipment and a communications network, including radio transceivers, antennas, wires, coaxial or fiber-optic cable or other cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration, and equipment associated with wireless communications. The term includes small wireless facilities. The term does not include:

- (1) The structure or improvements on, under, within, or adjacent to the structure on which the equipment is collocated;
- (2) Wireline backhaul facilities; or
- (3) Coaxial or fiber-optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.

Wireless infrastructure provider shall mean a person who has been certified to provide telecommunications service in the state and who builds or installs wireless communication transmission equipment, wireless facilities, or wireless support structures but is not a wireless services provider.

Wireless provider or provider means a wireless infrastructure or wireless service provider.

Wireless services shall mean any communications services provided using licensed or unlicensed spectrum, whether at a fixed location or mobile, using wireless facilities.

Wireless services provider shall mean a person who provides wireless services.

Wireless support structure means a freestanding structure, such as a monopole, a guyed or self supporting tower, or another existing or proposed structure designed to support or capable of supporting wireless facilities. The term does not include a utility pole.

Sec. 132-3. - Registration.

- (a) *Registration required.* Any communications services provider, wireless provider, or wireless infrastructure provider that places or seeks to place facilities in the city rights-of-way shall register with the city.
- (b) *Registration information.* Any communications services provider, wireless provider, or wireless infrastructure provider shall provide the following information to the city in a format acceptable to the city:
 - (1) The name of the provider under which it will transact business in the city;
 - (2) The address and telephone number of the registrant's principal place of business in the State of Florida and any branch office located in the city or, if none, the name, address, and telephone number of the applicant's national headquarters and its registered agent in Florida;
 - (3) The name, address, telephone number(s) and email address of the provider's primary contact person and the person to contact in case of an emergency, which telephone number(s) and/or electronic mail must be monitored 24 hours per day, seven days per week;
 - (4) The type of communications services that the provider intends to provide within or upon the city's rights-of-way (if more than one, state all that apply) and whether the provider remits tax pursuant to F.S. § 202.1, as amended. If no communication services are to be provided, the provider shall state whether it is a wireless infrastructure provider and/or pass-through provider (refer to section 132-8 for pass through-provider fees and charges);
 - (5) A copy of both the provider's Florida Annual Resale Certificate and Certificate of Registration issued by the Florida Department of Revenue to engage in the business of providing communications services in the State of Florida;
 - (6) A copy of the provider's certificate of authorization, public convenience and necessity or other similar certification issued by the Florida Public Service Commission, if applicable;
 - (7) The number of the provider's certificate of authorization or license to provide communications services issued by the Florida Public Service Commission, the department, the FCC, or other federal authority, if any;
 - (8) A copy of the state corporation registration proving the ability to lawfully conduct business within the State of Florida;
 - (9) Evidence of the provider's insurance coverage as required under this chapter;

- (10) Acknowledgment of the indemnity and other provisions of this chapter; and
 - (11) Acknowledgment that, should the provider's contact information contained in subsection above change, the provider shall immediately provide written notice to the city of the updated contact information, no later than 24 hours after the change occurs.
- (c) *The city shall review the information submitted by the provider.* If it is found that the provider complied with the requirements in subsection (b) above, the registration will be effective and the city shall notify the provider of the effectiveness of registration in writing. If the city determines that the provider is not in compliance, the city shall notify the provider in writing of the non effectiveness and denial of registration and the reasons therefore. Denial of registration does not preclude an provider from reapplying or filing subsequent applications for registration under the provisions of this section.
 - (d) *Cancellation.* A provider may cancel a registration upon written notice to the city stating that it will no longer place or maintain a facility in the city's right-of-way. A provider cannot cancel a registration if it intends to continue placing or maintaining facilities in the rights-of-way.
 - (e) *Transfer of registration.* If a provider transfers, sells or assigns its registration incident to the sale or transfer of the provider's communication facilities located in the public rights-of-way, the transferee, buyer or assignee shall comply with the provisions set forth in this chapter. Written notice of any such transfer, sale or assignment must be provided by the provider to the city within 30 days after the effective date of such transfer, sale or assignment. If the transferee, buyer or assignee is not currently registered with the city, then the transferee, buyer or assignee must register as provided in this section. If any applications for permits are pending under the provider's name as of the date the city receives written notice of the transfer, sale or assignment, then the city shall consider the transferee, buyer or assignee as the new applicant unless otherwise notified by the provider.
 - (f) *Registration amendments.* In the event of any change to the information required pursuant to this section, a provider shall advise the city in writing of such changes within 90 days of the effective date.
 - (g) *Registration renewal.* No later than October 1 of each year, each provider that has previously complied with the registration requirements of this chapter shall submit a registration renewal to the city on a form/format provided by the city every five years.
 - (h) *Involuntary termination of registration.*
 - (1) The city may terminate a registration if:
 - a. A federal or state authority suspends, denies, or revokes a registrant's certification or license required to provide communication services;
 - b. The registrant's placement or maintenance of a communications facility in the rights-of way presents an extraordinary danger to the general public or other users of the rights-of way and the registrant fails to remedy the danger promptly after the receipt of written notice; or
 - c. The registrant performs substantive and material repetitive violations of any of the provisions of this chapter.

- (2) Notice of intent to terminate. Prior to termination, the registrant shall be notified by the city with a written notice setting forth all matters pertinent to the proposed termination in action, including the reasons therefore. The registrant shall have 30 days after the receipt of such notice within which to address or eliminate the reason or within which to present a plan, satisfactory to the city, to accomplish the same. If the city rejects the plan, the city shall provide written notice of such rejection within 15 days of receipt of the plan to the registrant and shall make a final determination as to termination of the registration and the terms and conditions relative thereto.
- (3) Post termination action. In the event of termination, following any appeal period, the former registrant shall:
 - a. In accordance with the provisions of this chapter and as may otherwise be provided under state law, notify registrant's communication facilities in the rights-of-way; or
 - b. Provide the city with an acceptable plan for disposition of its communication facilities in the rights-of-way. If a registrant fails to comply with this subsection, the communication facilities are deemed to be abandoned and the city may exercise any remedies or rights it has at law or in equity. In any event, a terminated registrant shall take such steps as are necessary to render safe every portion of the communications facilities remaining in the rights-of-way. A registrant that has its registration terminated by the city under this section may reapply for registration one year after the termination date of the prior registration, unless otherwise permitted to reapply at the sole discretion of the city.
- (4) When removal not authorized or required. In the event of termination of a registration, this section does not authorize the city to cause the removal of communication facilities used to provide another service for which the registrant or another person who owns or exercises physical control over the communications facilities holds a valid certification or license with the governing federal or state agency, if required, for the provision of such service, and is registered with the city, if required.

(i) *Effect of registration.*

- (1) An effective registration does not and will not be construed to convey equitable or legal title in the rights-of-way.
- (2) Providers shall comply with any and all provisions of the Code of Ordinances, including, but not limited to, any and all applicable permitting, and design requirements.
- (3) Providers must have a valid registration in order to apply for and/or obtain permits.
- (4) Registration does not erase or exempt a provider from having to obtain a (business/occupational) license in accordance with the Code of Ordinances.

Sec. 132-4. - Authorization to place and/or maintain communication facilities in the public rights-of-way.

Subject to the terms and conditions of this chapter, any person who complies with the provisions of this section is authorized to place and/or maintain communications facilities, including wireless facilities, or utility poles (placed for support of small wireless facilities) in the public rights-of-way, for the provision of communication services.

Sec. 132-5. - Existing communications facilities in public rights-of-way.

Providers with communication facilities in the public rights-of-way shall comply with the provisions of this section. A provider with a facility in the right-of-way as of the effective date of this section has until October 1, 2022, to comply with the provisions of this chapter, including, but not limited to, registration, or be in violation thereof.

Sec. 132-6. - Permits, generally.

- (a) Prior to the installation, placement, maintenance, and/or removal of any communications facilities, or the start of any other type of construction in the public rights-of-way, a provider shall, pursuant to the requirements of existing or subsequently enacted provisions of this Code of Ordinances, obtain all permits from the city, unless preempted by state or federal law.
- (b) In lieu of permit fees, the city shall impose a local communications services tax pursuant to F.S. § 202.19, as amended, to providers authorized to occupy the rights-of-way. The city may increase the total rate for the local communications services tax by an amount not to exceed a rate of 0.12 percent, pursuant to F.S. § 337.401, as amended.
- (c) Any communications facilities installed or placed by a provider without first having obtained the permits required by this chapter will be removed within 30 days' written notice (electronic or standard mail) by the city to remove the same and in default of compliance with such notice, such communications facilities may be removed by the city. The provider shall be responsible for and pay the cost of the removal.
- (d) In the event that work to be conducted by a provider requires streets, travel or bicycle lanes, sidewalks to be closed or obstructed or the provider deems the trimming, pruning or removal of any trees reasonably necessary to place or maintain its communication facilities and to maintain the integrity and safety of same, it shall obtain all permits from the city and comply with all other such requirements of this Code of Ordinances, state and federal laws.

Sec. 132-7. - Permit application content requirements and review.

- (a) Application requirements. In addition to any other permitting requirements in this Code of Ordinances and section 132-15, all permit applications for wireless communications facilities must include the following information and materials:
- (1) Application form duly completed and executed in a manner specified by the city that includes the content specified in section 132-15(b)(1)a..
 - (2) The appropriate application fee.
 - (3) Proof of authorization of structure occupancy. The applicant must submit a written copy of proof that the applicant is authorized to install its facility(ies) on the support structure such as a utility pole, street light, or other structure.
 - (4) Drawn-to-scale depictions of the wireless facilities and equipment. If the proposed facility is a small wireless facility or microwireless facility, the drawn-to-scale depiction shall include complete calculations for all of the antennas and equipment of which the facility will be comprised, depicting that, when completed, the installation and equipment will meet the physical size limitations which enable the facility to qualify as a small wireless facility or microwireless facility.
 - (5) Construction drawings that depict all the existing and proposed improvements, equipment and conditions related to the proposed project, which includes without limitation any and all poles, posts, pedestals, traffic signals, towers, streets, sidewalks, pedestrian ramps, driveways, curbs, gutters, drains, handholes, manholes, fire hydrants, equipment cabinets, antennas, cables, trees and other landscape features within 100 feet of the wireless support structure or utility pole. The construction drawings must: (i) contain cut sheets that contain the technical specifications for all existing and proposed antennas and accessory equipment, which includes without limitation the manufacturer, model number and physical dimensions; (ii) identify all potential support structures within 50 feet from the proposed project site and call out such structures' overall height above ground level; (iii) depict the applicant' s preliminary plan for electric and data backhaul utilities, which shall include the anticipated locations for all conduits, cables, wires, handholes, junctions, transformers, meters, disconnect switches, and points of connection; and (iv) demonstrate that proposed project will be in full compliance with all applicable health and safety laws, regulations or other rules, which includes without limitation all applicable codes and public utility regulations and orders.
 - (6) Site survey. For any small wireless facility, the applicant shall submit a survey prepared, signed and stamped by a licensed or registered engineer. The survey must identify and depict all existing boundaries, encroachments and other structures within 75 feet from the proposed project site and any new improvements, which includes without limitation all: (i) traffic lanes; (ii) all private properties and property lines; (iii) above and below-grade utilities and related structures and encroachments; (iv) fire hydrants, roadside call boxes and other public safety infrastructure; (v) streetlights, decorative poles, traffic signals and permanent signage; (vi)

sidewalks, driveways, parkways, curbs, gutters and storm drains; (vii) benches, trash cans, mailboxes, kiosks and other street furniture; and (viii) existing trees, planters and other landscaping features.

- (7) *Photo simulations.* The applicant shall submit site photographs and photo simulations that show the existing location and proposed small wireless facility in context from at least three vantage points within the public streets or other publicly accessible spaces, together with a vicinity map that shows the proposed site location and the photo location for each vantage point. At least one simulation must depict the small wireless facility from a vantage point approximately 50 feet from the proposed support structure or location. When the proposed small wireless facility is located between a residential parcel of land and a waterfront parcel owned by the same person(s) or entity(ies) as the residential parcel, at least one simulation must depict the small wireless facility from the residential parcel. The photo simulations and vicinity map shall be incorporated into the construction plans submitted with the application. The photo simulations must show all required elements of the facility that will be visible and shall be based on actual site photographs.
- (8) *Regulatory authorization.* The applicant shall submit evidence of the applicant's regulatory status under federal and Florida law to provide the services and construct the small wireless facility proposed in the application.
- (9) *Environmental impact assessment.* The applicant shall submit a copy of their environmental assessment (EA), finding of no significant impact (FONSI) or environmental impact assessment (EIS) if the proposed facility triggered or will trigger federal NEPA environmental review when one or more of the following is or are met:
- (a) The small wireless facility is installed on a new wireless support structure or utility pole located within 125% of the facility's height from the Coastal Construction Control Line;
 - (b) The small wireless facility is installed on a new wireless support structure or utility pole located within 125% of the facility's height from any land zoned Preservation or any preservation easement;
 - (c) An environmental permit is required by any state or federal regulatory authority.
- (10) *Tree protection.* The applicant shall identify all existing trees to be removed on a parcel for the installation, operations and maintenance of the facility and obtain approval from the city of a tree protection plan prepared by a certified arborist if the small cell installation will be located within the canopy of a tree or within a 20-foot radius of the base of such a tree. Where a tree proposed for removal is located within a right-of-way maintained by the City, the tree shall be replaced with a tree of equivalent caliper measured at 4.5 feet above grade, height, and if a Florida-friendly or native species, shall also be a Florida-friendly native or species with preference given to one-to-one replacement of the species. Depending on site specific criteria (e.g., location of tree, size, and type of tree, etc.), a radius greater than 20 feet may be required.
- (11) Structural analysis by engineer that evaluates whether the underlying pole or support structure has the structural integrity to support all the proposed equipment and attachments. At

a minimum the analysis must be consistent with ANSI .05.1 standards, the standards and practices required for an ANSI/TIA-222 Maintenance and Conditions Assessment (under the most current revision at the time of submittal), any safety and construction standards required by law and the utility provider and all other applicable codes. The report shall contain tolerances including but not limited to guy tensions if applicable, plumb, twist, slip splices and take up devices.

- (12) *Acoustic analysis.* The applicant shall submit an acoustic analysis prepared and certified by a licensed engineer in the State of Florida for the proposed facility and all associated equipment including all environmental control units, sump pumps, temporary backup power generators and permanent backup power generators demonstrating compliance with the city's noise regulations. The acoustic analysis must also include an analysis of the manufacturer's specifications for all noise-emitting equipment and a depiction of the proposed equipment relative to all adjacent property lines.
- (13) If the application is for a wireless facility that will not be attached to an existing utility pole and the facility's proposed height will be greater than 30 feet then structural elevations of the facility(ies) shall include any trees and other structures within 20 feet, and their height.
- (14) Consolidated applications. The applicant may submit up to 30 individual applications for a small wireless facility permit in a consolidated application; provided, however, that small wireless facilities in a consolidated application must be proposed with substantially the same equipment in the same configuration on the same support structure type. Each application in a consolidated application must meet all the requirements for a complete application, which includes without limitation the application fee for each application in the consolidated application. If any application in a consolidated application is incomplete, the city, in the city's discretion, shall determine whether the entire consolidated application shall be deemed incomplete. If any application is withdrawn or deemed withdrawn from a consolidated application, the city shall determine whether the entire consolidated application shall be deemed withdrawn. If any application in a consolidated application fails to meet the required findings for approval, the city shall determine whether the entire consolidated application is denied.
- (b) *Review and approval authority.* The City of St. Pete Beach reserves its authority to the fullest extent permitted over decisions regarding the placement, construction, and modification of a wireless communications facility pursuant to 47 U.S.C. § 332(c)(7)(A) and F.S. § 337.401(1)(a).
- (c) *Voluntary waiver of timeframes for completeness review and the Florida shot clock to either grant or deny a properly completed application.* In the interests of promoting a proper review for approval of a permit application, the city shall request that applicant agree to a voluntary waiver of the timeframe pursuant to F.S. § 337.401(7)(d)7. for completeness review and permit review upon receipt of an application.
- (d) *Completeness review.* Upon receipt of wireless communications facility permit application, the city shall review the application for completeness. If the city determines the application is: (a) incomplete, (b) missing required application materials, (c) specifies the wrong type of wireless facility, or (d) is otherwise defective, then, within 14 days of the City of St. Pete Beach's receipt of

the application per F.S. § 337.401(7)(d)7., the city shall notify applicant of the incompleteness of an application with a notice of incomplete application sent by electronic mail.

- (1) Notice of incomplete application. Such notice shall advise the applicant, indicating with specificity any deficiencies in the required documents or deficiencies in the content of the required documents which, if cured, make the application properly completed.
- (2) Extension of 60-day application review period. The city and applicant may mutually agree to extend the 60-day application review period provided that the city and applicant are not in negotiations regarding an alternative location for the proposed facility that is the subject of the incomplete application. At the end of the extended period, the city shall grant or deny the application.
- (3) Eleventh hour submissions. Upon the electronic mailing of such notice of incompleteness, applicant will have a reasonable timeframe to cure deficiencies and make the application properly completed to accommodate the city's timely request for information required to complete the application. In the event that applicant tenders eleventh hour submissions to the city in the form of expert reports, expert materials, and/or materials which require a significant period for review due either to their complexity or the sheer volume of materials which an applicant has chosen to provide to the city at such a late point in the proceedings, the city shall be afforded a reasonable time to review such late-submitted materials.
- (4) If applicant does not cure stated deficiencies within 60 days, the application will be considered withdrawn or closed.
- (e) *On-site inspection.* A physical inspection by city staff or the city's designee may be required for any application that involves: (i) a new wireless facility on a new or replacement structure; (ii) any modification to an existing facility if no physical inspection has occurred in the last 12-month period; (iii) any request for a waiver of the city's objective design standards pursuant to section 132-16.
- (f) *Environmental impact.* For all applications other than eligible facilities requests, the city or its designated consultant may require confirmation of compliance and any environmental reviews performed or submitted pursuant to NEPA or by the Florida Department of Environmental Protection or the Southwest Florida Water Management District when it is determined that placement of a new facility and/or its support structure could cause significant adverse impact to the environment. Installation of new wireless support structures within the locations provided in Section 131-7.(a)(9) may provide evidence as to whether an environmental review is necessary, but shall not be the only basis or solely necessitate such a review. If the review is conducted and to the extent that the city determines a proposed installation bears the potential for a significant adverse impact upon the environment within the meaning of NEPA, then the Applicant shall be expected to comply with the requirements of NEPA in determining both (a) the extent of adverse impacts upon the environment and (b) what mitigation measures the applicant should be required to undertake to minimize the adverse environmental impacts and/or adverse impacts upon historic sites, structures and/or districts.
- (g) *Historical reviews.* For all applications other than eligible facilities requests, and except where preempted by F.S. 337.401.(k), the city shall consider the potential adverse impacts of any proposed personal wireless services facility upon any historic site or structure. If, and to the extent

that the city determines that a proposed installation bears the potential for a significant adverse impact upon a historic site or a historic district within the meaning of the NHPA (especially if the historic site at issue is listed upon the national register of historic places), then the reviewing applicant shall comply with the requirements of both NHPA and city law in determining both: (a) the extent of adverse impacts upon the historic properties, and (b) what mitigation measure might the applicant be required to undertake to minimize the adverse environmental impacts and/or adverse impacts upon historic sites or structures. Should a respective applicant fail to obtain a Section 106 review under NHPA, and opinion letters from the FCC pertaining to its proposed installation prior to a first public hearing before the reviewing authority for the respective application, then the Applicant shall make direct requests to the FCC for FCC or HHS review of the application. They shall request the FCC's review and input in completing the statutorily-required environmental/historic impact analysis pursuant to NHPA. This request shall include, but not be limited to, a request to the FCC for a Section 106 review, as defined in this chapter, as the city recognizes each application for a wireless communications facility permit for the installation of a personal wireless services facility shall constitute "an undertaking" for purposes of compliance with the National Historic Preservation Act.

- (h) The city shall notify the applicant of approval or denial by electronic mail on or before the end of the applicable shot clock period or, if review timeframe waived, at the end of any mutually agreed-upon extension. If the application is denied, the city shall specify the basis for the denial in writing with citations to the specific code provisions on which the denial is based and send the documentation to applicant by electronic mail. The applicant may cure the deficiencies identified by the city and resubmit the application within 30 days after the notice of denial is sent to the applicant. If the application is resubmitted, the city shall approve or deny the application within 30 days of receipt of the application. A denial shall identify the specific code provisions on which the denial is based.
- (i) *Truthful and accurate statements.* Applicant acknowledges that the city's approval relies on the written and/or oral statements by applicant and/or persons authorized to act on permittee's behalf. In any matter before the city in connection with the small wireless facility or other infrastructure approved under the wireless communications facility permit, neither the applicant nor any person authorized to act on applicant's behalf shall, in any written or oral statement, intentionally provide material factual information that is incorrect or misleading or intentionally omit any material information necessary to prevent any material factual statement from being incorrect or misleading.

Sec. 132-78. - Pass-through provider fees and charges; requirements.

- (a) Pass-through providers shall pay to the city, on an annual basis, an amount equal to \$500.00 per linear mile, or portion thereof, of communications facilities placed and/or maintained in the public rights-of-way.
- (b) The amounts charged pursuant to this section are based on the linear miles of public rights-of way where communications facilities are placed, not based on a summation of the lengths of individual cables, conduits, strands or fibers.

- (c) The city shall discontinue charging pass-through provider fees at such time the provider begins remitting tax pursuant to F.S. § 202.19, as amended. Any annual amounts charged will be reduced by a prorated portion of any 12-month period during which the provider remits said tax.
- (d) Annual fees are due on October 1 of each year.
- (e) If the payments required by this section are not made within 90 days after the due date, the city may withhold the issuance of any permits to the registrant until the amount past due is paid in full.
- (f) Pass-through providers with communications facilities placed and/or maintained in the public rights-of-way shall provide an annual notarized statement identifying the total number of linear miles of pass-through facilities in the city's rights-of-way.
- (g) Upon request from the city or its agents, a pass-through provider must provide reasonable access to maps of pass-through facilities located in the rights-of-way. The scope of the request must be limited to only those maps of pass-through facilities from which the calculation of the linear miles of pass-through facilities in the rights-of-way can be determined. The request must be accompanied by an affidavit that the person making the request is authorized by the municipality or county to review tax information related to the revenue and mileage calculations for pass-through providers. A request may not be made more than once annually to a pass-through provider.

Sec. 132-89. - Disruption, or temporary relocation of communication facilities in the right-of-way.

- (a) *Disruption.* A provider shall not design, place, or maintain its communication facilities in a manner that will, in any way, disrupt, displace, damage, destroy, or interfere with any of the following:
 - (1) Any sewer line, storm drainage pipe, gas line, water main, pipe, conduit, wires, fiber-optics, or another providers' facilities (including any cable service provider);
 - (2) Any traffic signals, electronic crosswalk signals or facilities of the city's fire department or Pinellas County Sheriff's Office;
 - (3) Any facilities of any public entity; or
 - (4) Any property belonging to the city or any other person lawfully occupying the public rights-of-way, without first obtaining the consent of and being granted permission by the city.

Any provider who does not comply with the requirements above shall bear all responsibility and costs resulting from any such conduct and shall pay such costs upon demand.

- (b) *Relocation.*

- (1) In the event of any widening, repairs, installation, construction, or reconstruction by or for the city, of any city road within the right-of-way in which the provider has constructed any facility, the provider shall locate, move, remove, or relocate such facility as may be required for the public convenience as and whenever specified by the city and at the provider's own expense. The same duty to locate, move, remove, or relocate applies if a facility is

determined to be unreasonably interfering in any way with the convenient, safe, or continuous use of the right of-way, or with the maintenance, improvement, extension or expansion of the public road, pursuant to F.S. § 337.403, as amended. Relocation required for private developers will be reimbursed by the developer, as such is not a city project.

- (2) When relocation is required under this section, city-owned and maintained facilities must be given priority in establishing new facilities alignments within the right-of-way.
 - (3) The term "locate" as used above in subsection (b)(1):
 - a. Applies only to underground facilities.
 - b. Requires exposure of an underground utility facility so that the location can be accurately surveyed in compliance with applicable topographic land survey standards.
 - c. In lieu of exposing an underground utility facility, as referenced in the above subsection b, underground detection devices may be used to accurately locate the facility as long as the same survey standards are met.
 - d. Requires timely performance of facility owner to supply location information within 90 days from written notice from the city.
 - e. Requires location data to be supplied in writing, drawings, graphic, or computer files. All data must be certified by a professional land surveyor indicating location information meets land survey standards.
 - (4) Nothing in this chapter prohibits facility owners from contracting with other qualified firms for performance of these activities.
 - (5) If a person fails to commence removal or relocation of its facilities as designated by the city, within the time specified in the city's removal order, or if a person fails to timely complete such removal, including all associated restoration of the right-of-way, the city has all rights of action specified under F.S. § 337.403, as amended, including, but not limited to, removal of the facilities at the permittee's cost and expense, by another person, city staff or its contractor; and all available remedies under the sureties, at law or equity.
- (c) *Temporary raising or lowering, relocation and removal.* A provider shall temporarily raise or lower its facilities to accommodate temporary encroachments or movements in, on, over, or across the public rights-of-way, subject to the following:
- (1) Upon request of any person holding a valid building or moving permit from the city granting permission for such temporary encroachment or movement, the person requesting the temporary raising or lowering of facilities shall be responsible for the following:
 - a. Any costs associated with the temporary raising or lowering of facilities; and
 - b. Contracting and coordinating with the provider, in advance of the temporary encroachment/movement, to ensure the temporary relocation of the provider's facilities is completed in a timely and cooperative manner.

- (2) The city is neither subject to, nor liable for any such expense performed by the city or its contractors.
- (3) In the event the city requires a provider to adapt or conform any portion of such provider's communications facilities, or in any way to alter, temporarily or permanently relocate or to change any portion of same to enable any other person to use a public rights-of-way, such provider must be reimbursed by the person desiring or prompting such change for any loss, cost or expense caused by or arising out of such change, alteration or relocation.

Sec. 132-910. - Abandoned facilities.

- (a) A provider who abandons a facility in the public right-of-way shall notify the city manager, or designee, within 90 days.
- (b) The city may direct the provider by written notice to remove all or any portion of such abandoned facility, where feasible, at the provider's sole expense if the city determines that the abandoned facility interferes with the public health, safety or welfare, which includes, but is not limited to, a determination that such facility may:
 - (1) Compromise safety for any right-of-way user;
 - (2) Prevent another provider from placing or maintaining facilities; or
 - (3) Create a maintenance condition disruptive to the use of the right-of-way.
- (c) In the event that the city manager, or designee, does not direct the removal of the abandoned facility, the provider, by its notice of abandonment, consents to the alteration, use, or removal of all or any portion of the facility by another provider or the city.
- (d) If the provider fails to remove all or any portion of an abandoned facility as directed by the city manager, or designee, within a reasonable time-period, the city may perform such removal and charge all costs of the removal against the provider.
- (e) The city may independently establish that a communications facility has been abandoned. In reaching such determination, the city may request documentation and/or affidavits from the provider regarding the active use of the facility. If the provider fails to provide the requested documentation within 30 days, a rebuttable presumption exists that the provider has abandoned the communications facility. If the city manager determines that a facility was abandoned, it may take any of the steps listed above.

Sec. 132-1011. - Construction and restoration.

- (a) *City Projects.* For work done in advance of or as part of a city project, it is required that prior to the placement or maintenance of facilities in the right-of-way, a provider shall conduct a subsurface utility engineering (SUE) study on the proposed route of construction or expansion, all at provider's expense. A SUE study consists of, at a minimum, completion of the following tasks:

- (1) Secure all available "as-built" plans, plats and other location data indicating the existence and approximate location of all underground facilities along the proposed construction route;
- (2) Visibly survey and record the location and dimensions of any above-ground features of all underground facilities along the proposed construction route, including, but not limited to, manholes, value boxes, utility boxes, posts and visible street cut repairs;
- (3) Plot and incorporate the data obtained from completion of the tasks described above on the provider's proposed street maps, plan sheets, and computer aided drafting and design (CADD) files, or in such other electronic format as maintained by the provider which is acceptable to the city manager, or designee;
- (4) Determine and record the presence and approximate horizontal location of all underground facilities in the right-of-way along the proposed system route utilizing surface geophysical designating techniques such as electromagnetic, magnetic and elastic wave locating methods;
- (5) Where system design and the location of underground facilities appear to conflict on the updated system route maps, plans and computer aided design and drafting (CADD) (or acceptable alternative) files, utilize non-destructive digging methods, such as vacuum excavation, at the critical points identified to determine as precisely as possible, the horizontal, vertical and spatial position, composition, size and other specifications of the conflicting underground facilities. A provider shall not excavate more than a 200 millimeter by 200 millimeter (eight inches by eight inches) hole in the right-of-way to complete this task;
- (6) Plot, incorporate and reconcile the data obtained by completion of these tasks with the updated route maps, system plans and CADD (or acceptable alternate) files;
- (7) Based on all of the data collected upon completion of these tasks, adjust the proposed system design elevations, horizontal and vertical locations to avoid the need to relocate other underground facilities;
- (8) Copy to city. Upon completion of the SUE, the provider shall record all of the data collected into a CADD file, or acceptable alternate, compatible with that used by the city and deliver a copy to the city manager, or designee; and
- (9) Qualified firm. All subsurface utility engineering studies conducted pursuant to this section must be performed by a firm specializing in SUE work that is approved by the city manager or may be performed by the provider's agents or employees, if qualified.

(b) *Provider Projects.*

- (1) *Coordination of work.* Upon request of the city, provider may be required to coordinate placement or maintenance activities under a permit with any other work, construction, installation or repairs that may be occurring or scheduled to occur within a reasonable timeframe in the subject public rights-of-way, and provider may be required to reasonably alter its placement or maintenance schedule as necessary so as to minimize disruptions and disturbances in the public rights-of-way. Within the public rights-of-way, every provider shall make space available in its trench and/or conduit to other providers consistent with the federal

requirements of 47 U.S.C. § 224. Every provider shall utilize existing conduits, pathways and other facilities whenever possible, and shall not place or maintain any new, different, or additional poles, conduits, pathways and other facilities whenever possible, whether in the public rights-of-way or on privately-owned property, until written approval is obtained from the city or other appropriate governmental authority and, where applicable, from the private property owner.

- (2) *Protection of facilities.* A provider shall not place or maintain its facilities so as to interfere with, displace, damage or destroy any facilities, including, but not limited to, sewers, gas or water mains, storm drains, pipes, cables or conduits of the city or any other person's facilities lawfully occupying the rights-of-way.
- (3) *Least disruptive technology.* All construction or maintenance of facilities must be accomplished in the manner resulting in the least amount of damage and disruption of the right-of-way, subject to economic and technical feasibility.
- (4) *As-built.* Upon completion of each permitted construction activity, the provider shall provide the city with accurate ~~"as-built" drawings of the facilities as installed~~ a post-installation certification, in accordance with section 132-12 of the Code of Ordinances.
- (5) *Right-of-way restoration.* A provider shall, at its own cost and without delay, restore (replace/repair) the public right-of-way to its original condition, in compliance with the minimum city technical standards, after completion of placement or maintenance of its facility(ies) therein. If the provider fails to commence such restoration within 30 days following the completion of such placement and/or maintenance and complete such work within 90 days, the city may perform such restoration and charge the costs of the restoration to the provider in accordance with F.S. § 337.402, as amended. The provider shall, to the satisfaction of the city, maintain and correct any restorations made pursuant hereto, for a period of 18 months following the date of its completion. Upon written notice from the city regarding any failure to comply with this subsection, failure to remedy within 30 days of such notice will be sufficient grounds for denial of any future rights-of-way permits for the placement and/or maintenance of communications facilities.
- (6) The provider is responsible for any damage resulting from placement or maintenance of its facilities. This responsibility covers not only city property, but facilities lawfully placed or maintained by other providers, and includes damage caused by service interruptions or failure of the provider's facilities to function properly.
- (7) The provider shall submit a construction bond in compliance with section 132-21.

Sec. 132-1112. - Provision and filing of as-built surveys**Post-installation certification.**

- (a). Post-installation certification.

Within 60 days after completion of any placement of a communications facility in the public rights-of-way, the provider shall submit documentation reasonably acceptable to the city ~~the as-built survey(s)~~, at its expense, showing the final location of such facility in the public rights-of-way, ~~to the city and showing~~ that the wireless facility has been installed and/or constructed in strict compliance with the approved construction drawings and photo simulations. Such documentation shall include without limitation as-built drawings, GIS data, and site photographs may be reviewed for compliance by an independent consultant retained by the city pursuant to this Ordinance. The post-installation certification shall include, without limitation, the physical site information including listing of ASR registration number, owner of record, service life, number of antennas, name of each wireless carrier using the facility, list of lengths and sizes of guy wire coil, lengths and sizes of COAX and fiber cable, COAX fiber boots, COAX fiber panels, and COAX fiber connectors, base station equipment, jaw jaw turnbuckle, grounding kit(s), lighting arrestor, lights, wave bridge, GPS receiver(s) and transmitter(s), and backup power equipment including fuel tank(s).

~~For maintenance of a communications facility which alters the configuration and/or location of such facility as depicted/described in the as-built survey on file with the city, then a new as-built survey must be filed. Such survey(s) will be filed with the city and included as part of the right-of-way permit record that was issued for the work performed. Failure of the provider to submit the required as-built survey(s) in a timely manner may cause the subject permit to be revoked and is sufficient grounds for the city to deny the issuance of any future right-of-way permits to the provider.~~

Sec. 132-~~12~~13. - Enforcement of permit obligations.

(a) *Work done without a permit.*

(1) *Emergency situations.*

- a. Each provider shall immediately notify the city manager, or designee, of any event regarding its facilities which it considers to be an emergency. The provider may proceed to take whatever actions are necessary in order to respond to the emergency. The provider may be required to obtain an "after-the-fact" permit within ten business days following the emergency work or submit revised as-built drawings, where excavation is required.
- b. In the event that the city becomes aware of an emergency regarding a provider's facilities, the city shall attempt to contact the local representative of each provider or person affected, or person potentially affected by the emergency. In any event, the city manager, or designee, may take whatever reasonable action it deems necessary in order to respond to the emergency, the provider whose facilities occasioned the emergency will bear the cost of such reasonable actions.
- c. Except for acts of willful misconduct or gross negligence and to the extent permitted by applicable law, neither the city nor its officials, consultants, agents, or employees have any liability to the provider for any claims, damages, costs, expenses, or losses resulting from the city's breakage, removal, alteration, or relocation of any facility which arose out of or in connection with any emergency situation or, in the sole discretion of the city manager, or designee, deemed necessary to facilitate any public works project, public improvement, alteration of a city structure, change in the grade or line of any public right-of-way, or the

elevation of any public right-of-way, or was found by the city commission to be in the best interest of the health, safety or general welfare of the public.

- (2) *Non-emergency situations.* Except in the case of an emergency, any person who obstructs or excavates a right-of-way or otherwise performs work in violation of this Code without a permit must subsequently obtain a permit, pay five times the normal fee for said permit (if applicable), pay five times all the other fees required by the Code of Ordinances, deposit with the city the fees necessary to correct any damage to the right-of-way, and comply with all of the requirements of this chapter.

Sec. 132-1314. - Inspections, enforcement, stop work orders, and revocation of permit.

(a) Inspection/stop work orders.

- (1) Within one week prior to the time the work under any permit hereunder is to commence, the provider shall notify the city manager, or designee, to ensure a mutual agreement as to the work to be done.
- (2) Within one week of the time the work under any site specific permit hereunder is completed, the provider shall notify the city manager, or designee.
- (3) The provider shall make the work site available to the city's inspector and to all others authorized by law for inspection at all reasonable times during the execution and upon completion of the work.
- (4) The city's inspector may issue an order to the provider for correction of any work that does not conform to the applicable standards, permit conditions or codes. Failure to correct the violation may result in the issuance of a red tag or be cause for revocation of the permit.
- (5) ~~Work on any facility within the right-of-way that is being done contrary to the provisions of this chapter, or the terms and conditions of the permit, may be immediately stopped upon the following conditions:~~ The city inspector may issue a stop work order upon a permittee committing or creating an unsafe act which may create a public hazard, failing to comply with the permit, or not complying with applicable city requirements.
 - a. In an emergency situation that may have a serious effect on health or safety;
 - b. When irreversible or irreparable harm may result, in the reasonable opinion of the city manager, or designee, and immediate cessation of the activity is necessary to protect the public and the right-of-way. The city shall provide written notice to the provider or the person performing the work, and the notice must state the conditions under which work may be resumed. Verbal notice will be sufficient in emergencies and written notice will follow. Written notice must be by hand delivery, electronic or standard mail, and may be posted at the job site, and given to the person performing the work and/or provider. Upon issuance of a stop work order, the cited work must immediately cease. The stop work order must state the reason for the order and the

conditions under which the cited work will be permitted to resume. Where an emergency exists, verbal notice by the city manager, or designee, will be sufficient to require the stoppage of work; or

- f. Any person who actively continues any work after having been served with a stop work order, except such work as that person is directed by the city to remove a violation or unsafe condition, will be subject to penalties as provided in section 132-14. The city retains all available legal remedies to abate the work.
- (6) The inspection or permitting by the city of work under this chapter shall not be construed as a warranty of the adequacy of performance or of the accuracy of information provided in the permit application by the provider. The provider retains full responsibility for information provided and the provider retains full responsibility for work performed at all times.

(b) Revocation of permits.

- (1) Permittee held permits issued pursuant to the Code of Ordinances is a privilege and not a right. The holder of a permit does not possess a vested right to maintain its facilities in a particular location, nor may the rights of the provider be construed to be an interest in real property of a property right subject to constitutional protection.
- (2) The city reserves the right, as provided herein, to revoke any permit, without refunding any fees, in the event of a substantial breach of the terms and conditions of any statute, ordinance, rule or regulations or any condition of the permit. A substantial breach by providers includes, but is not limited to the following:
 - a. The violation of any material provision of the permit;
 - b. Any misrepresentation or fraud made or committed in the application for a permit or registration process;
 - c. Failure to promptly renew the registration or the ineffectiveness of registration;
 - d. The failure to maintain the required sureties or insurance;
 - e. The failure to obey a city directive to correct, relocate or remove an installation or facility in order to address a condition identified in this chapter; and
 - f. Suspension or revocation of a required federal or state certification or license.
- (3) Except in an emergency which could endanger health or safety, the city manager, or designee, shall issue a written notice to the provider of the breach, which must include the corrective actions to be taken by the provider and the time allowed for corrective action. In an emergency, no notice is required, and the city may take all such steps it deems necessary to safeguard the public.
- (4) In addition, the city can pursue all other lawful actions, including the filing of a complaint with the public service commission, the filing in any appropriate court for an injunction seeking enforcement of the terms of this chapter or the permit or to enjoin any use of the right-of way.

~~Sec. 132-14. - General restrictions on city.~~

~~Pursuant to F.S. § 337.401(7), as amended, the city shall adhere to the requirements set forth below, regarding applications for right-of-way permits for small wireless facilities and micro-wireless facilities, subject to this chapter. Refer to additional requirements set forth in the respective sections noted below.~~

- ~~(1) Small wireless facilities collocation application for collocation on existing, non-city poles (refer also to section 132-17).~~
 - ~~a. The city may not directly or indirectly require a wireless provider applicant to perform services unrelated to the collocation for which approval is sought, such as in-kind contributions to the city, including reserving fiber, conduit, or pole space for the city;~~
 - ~~b. A wireless provider applicant may not be required to provide more information to obtain a permit than is necessary to demonstrate said applicant's compliance with applicable codes for the placement of small wireless facilities in the locations identified in the small wireless facilities collocation application;~~
 - ~~c. The city may not require the placement of small wireless facilities on any specific utility pole or category of poles or require multiple antenna systems on a single utility pole; and~~
 - ~~d. The city may not limit the placement of small wireless facilities by minimum separation distances; however, the city may require reasonable spacing requirements for ground mounted equipment.~~
- ~~(2) Small wireless facilities collocation application for new non-city utility pole to support small wireless facilities (refer also to section 132-17). The applicable requirements are set forth in subsection (1) above.~~
- ~~(3) Small wireless facilities collocation application for collocation on city pole (refer also to section 132-17). Refer to the requirements set forth in subsection (1) above.~~

~~Sec. 132-15~~14. - Permits required and duration.

(a) Permits required.

- (1) Pursuant to the requirements of this chapter, any use of the public rights-of-way requires a right-of-way permit, with the exception of the activities specifically listed below:
 - a. Emergency actions, with the city reserving authority to require an after-the-fact permit;
 - b. Routine maintenance and/or repair of communications facilities and/or utility poles authorized to be located within the public rights-of-way;
 - c. Replacement of existing wireless facilities with wireless facilities that are substantially similar or of the same or smaller size; or

- d. Installation, placement, maintenance, or replacement of micro-wireless facilities that are suspended on cable strung between existing utility poles in compliance with applicable codes by or for a provider authorized to occupy the rights-of-way and who is remitting taxes pursuant to F.S. § 202.19, as amended. An initial letter from or on behalf of the provider attesting that the dimensions of the proposed installation of micro-wireless facilities comply with the size limits pursuant to F.S. § 337.401(7)(b)9. is required.
- (2) Notwithstanding this section, the city may require a right-of-way permit for work that involves excavation (regardless of time needed to perform such activity(ies) or closure of a sidewalk and/or vehicular lane(s)).
 - (3) Emergency action. Any person who performs work in the public rights-of-way in connection with an emergency action without a permit shall immediately notify the city of the emergency action. The person shall cease all work immediately upon completion of emergency action. The person shall also cease all work immediately upon receipt of a city stop work order determining the situation does not involve an emergency or that the emergency action is no longer warranted.
- (b) *Permit duration.* Unless revoked by the city pursuant to this chapter, canceled or withdrawn by the wireless provider applicant, or otherwise nullified by a court of law with jurisdiction over such matters, a right-of-way permit issued pursuant to this chapter will remain effective for a maximum of one year. Extensions of time beyond the initial one-year period may be requested by the wireless provider applicant and granted in no more than three-month increments, at the discretion of the city manager or designee.

Sec. 132-~~46~~15. - Permit procedures.

(a) *Generally.*

- (1) Pursuant to the requirements of this chapter, F.S. § 337.401, as amended, and applicable federal law, providers may place and maintain wireless facilities, small wireless facilities, and micro-wireless facilities within public rights-of-way, subject to the specific permit requirements and procedures.
- (2) Notwithstanding paragraph (1), the city may prohibit or limit the placement of new or additional wireless facilities within the public rights-of-way if there is insufficient space to accommodate all of the requests to place and maintain facilities and utilities in the proposed location of the public rights-of-way, or to accommodate city approved plans for public improvements, capital improvements projects or projects the city determines are in the public interest.
- (3) Wireless facilities, including but not limited to small wireless facilities and utility poles for the collocation of small wireless facilities shall not be placed in a location which violates rules and regulations set by Occupational Safety and Health Administration or the National Electrical Safety Code or the North American Electric Reliability Corporation standards. When consultant review is necessary to ensure the effective evaluation of these rules and regulations, the provider shall be responsible for any such costs as specified in Sec. 132-24.

- (4) No communications facilities, including but not limited to small wireless facilities or utility poles for the collocation of small wireless facilities shall be placed or maintained in any location that is subject to or that would interfere with the city's drainage plan or that would interfere with the city's storm water management facilities, or flood plain management areas.
- (5) Prior to submitting a consolidated small wireless facilities collocation application, unless otherwise determined by the city, the wireless provider applicant is invited to schedule and attend a pre-application meeting with the city, in order to determine the scope of the request, efficient processing schedule, and what documentation will be necessary to support said application.
- (b) *Permit for collocation of small wireless facilities on existing non-city utility pole.* As part of any permit application to collocate a small wireless facility application on an existing, non-city utility pole, a wireless provider applicant shall include with the small wireless facility collocation (SWFC) application submittal, at a minimum, the information described below. SWFC applications that propose replacing existing, non-city poles, will be accepted and processed by the city, in accordance with subsection (c) below.
- (1) Minimum application submittal requirements. No permit shall be issued unless a wireless provider applicant submits a written application to the city, in accordance with this chapter. A SWFC application for a permit shall be filed in the form and manner specified by the city, (such as in an electronic form acceptable to the city) and contain such information as may be required by the city, including, at a minimum, the information contained in this section. The city may require the wireless provider applicant to provide such additional information as the city deems necessary to complete its review of a requested permit. Pursuant to F.S. § 337.401(7)(d)(2), as amended, ~~the city shall not require a wireless provider applicant to provide more information than is necessary to demonstrate compliance with applicable codes.~~ At a minimum, the wireless provider applicant shall submit the following information in its application:
- a. The name, address, electronic mail address, and phone number (cellular number if available) of the wireless provider applicant who is requesting the permit and written evidence that such wireless provider applicant has legal authority to place, maintain, or remove the equipment or facilities covered by the requested permit in the public rights of-way and will own and/or control all such equipment and facilities after completion of construction;
 - b. A description of the facilities/equipment, dimensions, and proposed locations of all equipment and facilities covered by the requested permit;
 - c. The specific location, depth, dimensions, and length of each proposed new or replacement duct, conduit, or other underground facility and the specific location, depth, dimensions, and height of any utility pole covered by the requested permit, to the extent necessary to demonstrate compliance with applicable codes;
 - d. A description of the manner in which the work covered by the requested permit is to be undertaken (i.e., proposed construction methods and techniques) and a proposed date for commencement of work and an estimate of the time required to complete all such work;

- e. A city-approved maintenance-of-traffic plan for vehicular, bicycle, and pedestrian traffic in the area to be affected by the proposed work (including a construction schedule and completion date);
- f. Proof of insurance, acknowledgment of indemnification, and construction bond(s);
- g. Identification and description of any utility or other distribution or transmission system to which any equipment or facility covered by the requested permit is to be connected or attached;
- h. Sufficient specificity demonstrating compliance with the Florida Building Code, most current edition, specifically including, but not limited to, terms of compliance with the high velocity zone criteria specified therein;
- i. The global positioning system (GPS) coordinates of the proposed facility. The GPS coordinates must be based on the reading from a handheld mobile GPS unit set to Datum NAD 83 and WGS 84. GPS coordinates based on Google Earth or similar software application may be used where areas of shading occur due to overhead canopy. GPS coordinates must be provided in decimal degrees at a six decimal point precision;
- j. Engineering drawings signed and sealed by a structural engineer, which depict:
 - 1. Details and specifications that demonstrate compliance with applicable codes;
 - 2. Public rights-of-way in the affected area of the proposed construction;
 - 3. A survey of locations of all existing equipment and facilities in the area of proposed construction;
 - 4. All equipment and facilities to be installed and/or removed;
 - 5. The routes of all transmission and distribution lines to be installed or removed; and
 - 6. The sites of all other equipment and facilities to be installed or removed in the public rights-of-way.
- k. Proof of pole attachment agreement and/or letter of authorization for pole attachment from pole owner or authorized agent;
- l. Payment of all uncontested money past due to the city for:
 - 1. Prior and current construction permits issued to applicant;
 - 2. Any loss, damage, or expense suffered by the city as a result of applicant's prior construction in the right-of-way or any emergency actions taken by the city; and
 - 3. Any use agreement, license, or franchise issued to the applicant.
- m. Photographic or video documentation of the pre-construction condition of the public rights-of-way in the area by the proposed work;

- n. A restoration plan and a good faith estimate of the cost of restoration of the public rights of-way. Such good faith estimate may be accepted by the city manager, or designee, unless the city determines such estimated costs are not representative of the actual costs of the restoration of the public rights-of-way. Estimates of the cost to restore the public rights-of-way shall include all costs necessary to restore the public rights-of-way to its original condition, in compliance with minimum city technical standards. Such good faith estimate may include, but are not to be limited to, costs to restore the paving, curbs/gutters, sidewalks, multi-purpose trails, and landscaping. All planted or naturally occurring shrubbery or vegetation, including sod and/or other ground cover, damaged or destroyed during work in the public rights-of-way must be replaced. Any tree pruning and/or removal approved as part of the permit must not be considered damage or impairment to be restored to the original condition, provided the provider complies with the approved mitigation plan and American National Standards Institute (ANSI) pruning standards, as applicable; and
 - o. Design standards. The wireless provider applicant shall provide ~~a description of and sufficient details and specifications~~ the items listed in section 132-7(a)(4) - (8) and (10) - (12) to demonstrate compliance with design standards to be utilized to minimize the visual impacts, in accordance with section 132-176.
- (2) *Application quantity.* A wireless provider applicant seeking to collocate small wireless facilities may, at said applicant's discretion, file a consolidated SWFC application and receive a single permit for the collocation of up to 30 small wireless facilities.
- (3) *Decision and notice for application submittal completeness.* Within 14 days after receiving a SWFC application, the city shall determine and notify the wireless provider applicant by electronic mail as to whether said application is complete.
- a. If the SWFC application is deemed incomplete, the city shall specifically identify the missing information and request that applicant waive the Florida shot clock pursuant to section 132-7(c).
 - b. If the SWFC application includes a consolidated application for multiple small wireless facilities, the city may separately address small wireless facility collocations for which incomplete information has been received pursuant to the procedures outlined in section 132-7(a)(14).
 - c. ~~A SWFC application is deemed complete if the city fails to provide notification to the wireless provider applicant within 14 days of the application filing date.~~
- (4) *Decision and notice for application (permit issuance/denial).* The city shall process a A SWFC application must be processed on a nondiscriminatory basis, and is subject to the following: in accordance with the completeness review procedures outlined in section 132-7(d) and (h).
- a. ~~A complete SWFC application is deemed approved if the city fails to approve or deny the application within 60 days after receipt of the application.~~

- b. If the SWFC application includes a consolidated application for multiple small wireless facilities, the city ~~may separately address small wireless facility collocations which are denied~~ shall review the consolidated application in accordance with section 132-7(a)(14).
 - c. The city shall notify the wireless provider applicant of approval or denial by electronic mail. If the SWFC application is denied, the city shall specify in writing the basis for denial, including the specific code provisions on which the denial was based, and send the documentation to the wireless provider applicant by electronic mail. The date the electronic mail is sent will be the date of denial.
 - d. If the city does not use the 30-day negotiation period provided in subsection (e) below, the parties may mutually agree to extend the 60-day application review period. The city manager, or designee, shall grant or deny the SWFC application at the end of the extended period.
 - e. The wireless provider applicant may cure the deficiencies identified by the city and resubmit the SWFC application within 30 days after notice of the denial is sent to the wireless provider applicant. The city shall ~~approve or deny the revised SWFC application within 30 days after receipt of application or it will be deemed approved~~ provide for administrative review and shall complete its review and issue a written decision within 45 days. Any subsequent review will be limited to the deficiencies cited in the denial.
- (5) *Alternative location.* Within 14 days after the date of filing the SWFC application, the city may request that either the proposed location of a small wireless facility be moved to another location in the rights-of-way and placed on an alternative city utility pole (refer to "make ready" provisions), support structure, or request the wireless provider applicant to construct a new utility pole. The city and the wireless provider applicant may negotiate the alternative location, including any objective design standards and reasonable spacing requirements for ground-based equipment, for 30 days after the date of the request. At the conclusion of the negotiation period, if the alternative location is accepted by the wireless provider applicant, the wireless provider applicant must notify the city of such acceptance and the application will be deemed granted for any new location(s) for which there is agreement. If an agreement is not reached, the wireless provider applicant must notify the city of such non-agreement and the city must grant or deny the original SWFC application within 90 days after the date said application was filed. A request for an alternative location, an acceptance of an alternative location, or a rejection of an alternative location must be in writing and provided by electronic mail.
- (6) *Permit review criteria.*
- a. The city shall approve a SWFC application and issue a right-of-way permit to a wireless provider applicant once said applicant has demonstrated compliance with the following nondiscriminatory, objective criteria and applicable codes:
 - 1. The height of a small wireless facility is limited to ten feet above the existing utility pole upon which the small wireless facility is to be collocated.
 - 2. The height for a new utility pole is limited to the tallest existing utility pole as of July 1, 2017, located in the same rights-of-way, measured from existing grade. Within 500 feet

in any direction, of the proposed location of the small wireless facility. If there is no utility pole within 500 feet, the city shall limit the height of the utility pole to 50 feet;

3. The small wireless facilities collocation application must demonstrate compliance with applicable codes, as defined in this chapter, and design standards set forth in section 132-176.
 4. The SWFC application demonstrates compliance with the requirements set forth in sections 132-221, 132-232, and 132-243 for insurance, indemnification, and construction bonds, if applicable.
 5. *Airport airspace protections.* The small wireless facilities collocation application includes evidence of and statement that any structure to be installed pursuant to this chapter must comply with F.S. ch. 333, as amended, and federal regulations pertaining to airport airspace protections.
- b. The city may deny a proposed collocation of a small wireless facility in the public rights-of-way, if the proposed collocation:
1. Materially interferes with the safe operation of traffic control equipment;
 2. Materially interferes with sight lines or clear zones for transportation, pedestrians, or public safety purposes, as specified in Land Development Code section 6.21;
 3. Materially interferes with compliance with the Americans with Disabilities Act (ADA) or similar federal or state standards regarding pedestrian access or movement;
 4. Materially fails to comply with the 2017 Florida Department of Transportation Utility Accommodation Manual, as amended; or
 5. Fails to comply with criteria set forth in subsection (6), permit review criteria above, applicable codes, or design standards set forth in section 132-176.
- (c) *Permit for new non-city utility pole to support small wireless facilities.* As part of any permit application to place a new non-city utility pole to support the collocation of a small wireless facility(ies), a wireless provider applicant shall provide a SWFC application that includes, at a minimum, the information described below. Applications that propose replacing existing non-city poles, will be accepted and processed by the city, in accordance with this section.
- (1) *Minimum application submittal requirements.* No permit will be issued unless a wireless provider applicant submits application to the city, in accordance with this chapter. An application for a permit must be filed in accordance with submittal requirements set forth in subsection (6) below and include the following additional information:
- a. As part of the required construction plans, the survey must also include all utility poles located in the same right(s)-of-way as the proposed pole(s), identifying the height of the existing pole(s) as measured from existing grade, within 500 feet in any direction; and

- b. A SWFC application from a wireless infrastructure provider must include an attestation by an officer of the registrant that small wireless facilities will be collocated on the utility pole or structure and will be used by a wireless services provider, to provide service, within nine months after the date the application is approved.
- (2) *Application quantity.* An application to collocate small wireless facilities on a new non-city pole will be limited to one new pole per application, unless otherwise determined by the city during the pre-application conference or in writing.
- (3) *Decision and notice for application submittal (completeness).* Refer to ~~subsection (b)(3)~~ section 132-7(d) above.
- (4) *Decision and notice for application (permit issuance/denial).* Refer to ~~subsection (b)(4)~~ section 132-7(h) above.
- (5) *Alternative location.* Within 14 days after the date of filing the SWFC application, the city may request that the proposed location of a small wireless facility be moved to another location in the rights-of-way and placed on an alternative city utility pole (refer to "make ready" provisions set forth in subsection (d)(7) below, or support structure, or request the wireless provider applicant to place a new utility pole. The city and the wireless provider applicant may negotiate the alternative location, including any objective design standards and reasonable spacing requirements for ground-based equipment, for 30 days after the date of the request. At the conclusion of the negotiation period, if the alternative location is accepted by the wireless provider applicant, the wireless provider applicant must notify the city of such acceptance and the SWFC application will be deemed granted for any new location(s) for which there is agreement. If an agreement is not reached, the wireless provider applicant must notify the city of such non-agreement and the city must grant or deny the original SWFC application within 90 days after the date the application was filed. A request for an alternative location, an acceptance of an alternative location, or a rejection of an alternative location must be in writing and provided by electronic mail.
- (6) *Permit review criteria.*
 - a. The city shall approve an application and issue a right-of-way permit to a wireless provider applicant once said applicant has demonstrated compliance with the following nondiscriminatory, objective criteria and applicable codes:
 - 1. The height of a small wireless facility is limited to ten feet above the utility pole upon which the small wireless facility is to be collocated;
 - 2. The height for a new utility pole is limited to the tallest existing utility pole as of July 1, 2017, located in the same rights-of-way, measured from existing grade. Within 500 feet in any direction, of the proposed location of the small wireless facility. If there is no utility pole within 500 feet, the city shall limit the height of the utility pole to 50 feet;

3. The application demonstrates compliance with applicable codes, as defined in this chapter, and design standards set forth in section 132-176;
 4. The application demonstrates compliance with the requirements set forth in sections 132-221, 132-232, and 132-243 for insurance, indemnification and construction bonds; and
 5. *Airport airspace protections.* The application includes evidence of and statements that any structure to be installed pursuant to this chapter complies with F.S. ch. 333, and federal regulations pertaining to airport airspace protections.
- b. The city may deny a proposed collocation of a small wireless facility in the public rights-of way, if the proposed collocation:
1. Materially interferes with the safe operation of traffic control equipment;
 2. Materially interferes with sight lines or clear zones for transportation, pedestrians, or public safety purposes, as specified in Land Development Code section 6.21;
 3. Materially interferes with compliance with the Americans with Disabilities Act (ADA) or similar federal or state standards regarding pedestrian access or movement;
 4. Materially fails to comply with the 2017 Florida Department of Transportation Utility Accommodation Manual, as amended; or
 5. Fails to comply with criteria set forth in subsection (6), permit review criteria above, applicable codes, or design standards set forth in section 132-176.
- (d) *Permit for collocation of small wireless facilities on city pole.* As part of any permit application to collocate small wireless facilities on a city pole, a wireless provider applicant shall provide a permit application that includes, at a minimum, the information described below:
- (1) *Minimum application submittal requirements.* No permit will be issued unless a wireless provider applicant submits a written application to the city, in accordance with this subdivision. An application for a permit must be filed in accordance with the submittal requirements set forth in subsection (b)(1) above.
 - (2) *Application quantity.* An application must be limited to the quantity set forth in subsection (b)(2) section 132-7(a)(14) above.
 - (3) *Decision and notice for application submittal (completeness).* The city shall determine and notify the wireless provider applicant by electronic mail pursuant to the time frames set forth in subsection (b)(3) section 132-7(d) above.
 - (4) *Decision and notice for application (permit issuance/denial).* An application will be processed on a nondiscriminatory basis, subject to the following:

- a. ~~Complete application is deemed approved if the city fails to approve or deny the application within 60 days after receipt of the application. The city shall request that applicant waive the completeness review and permit review timeframes pursuant to section 132-7(c).~~
 - b. If the application includes a consolidated application for multiple small wireless facilities, the city ~~may~~ shall review the consolidated application in accordance with section 132-7(a)(14).
 - c. The city shall notify the wireless provider applicant of approval or denial by electronic mail. If the application is denied, the city shall specify in writing the basis for denial, including the specific code provisions on which the denial was based, and send the documentation to said applicant by electronic mail. The date the electronic mail is sent will be the date of denial.
 - d. If the city does not use the 30-day negotiation period provided herein, the parties may mutually agree to extend the 60-day application review period. The city manager, or designee, shall grant or deny the application at the end of the extended period.
 - e. The wireless provider applicant may cure the deficiencies identified by the city and resubmit the application within 30 days after notice of the denial is sent to the wireless provider applicant. The city shall ~~approve or deny the revised application within 30 days after receipt or the application is deemed approved~~ provide for administrative review and complete its review and issue a written decision within 45 days. Any subsequent review will be limited to the deficiencies cited in the denial.
- (5) *Alternative location.* Within 14 days after the date of filing the application, the city may request that the proposed location of a small wireless facility be moved to another location in the rights-of-way and placed on an alternative city utility pole (refer to "make ready" provisions set forth in subsection (7), below, support structure, or request the wireless provider applicant to place a new utility pole. The city and the wireless provider applicant may negotiate the alternative location, including any objective design standards and reasonable spacing requirements for ground-based equipment, for 30 days after the date of the request. At the conclusion of the negotiation period, if alternative location is accepted by the wireless provider applicant, said applicant must notify the city of such acceptance and the application will be deemed granted for any new location(s) for which there is agreement. If an agreement is not reached, the wireless provider applicant must notify the city of such non-agreement and the city must grant or deny the original application within 90 days after the date the application was filed. A request for an alternative location, an acceptance of an alternative location, or a rejection of an alternative location must be in writing and provided by electronic mail.
- (6) *Permit review criteria.*
- a. The city shall approve an application and issue a right-of-way permit to a wireless provider applicant once said applicant has demonstrated compliance with the following nondiscriminatory, objective criteria, applicable codes, and applicable make-ready provisions (refer to subsection 2. below);

1. The height of a small wireless facility is limited to ten feet above the existing utility pole upon which the small wireless facility is to be collocated;
2. The height for a new utility pole is limited to the tallest existing utility pole as of July 1, 2017, located in the same rights-of-way, measured from existing grade, within 500 feet in any direction, of the proposed location of the small wireless facility. If there is no utility pole within 500 feet, the city shall limit the height of the utility pole to 50 feet;
3. The application demonstrates compliance with applicable codes, as defined in this chapter, and design standards set forth in section 132-176.
4. The application demonstrates compliance with the requirements set forth in sections 132-221, 132-232, and 132-243 for insurance, indemnification, and construction bonds; and
5. Airport airspace protections. The application includes evidence of and statement that any structure to be installed pursuant to this chapter complies with F.S. ch. 333, and federal regulations pertaining to airport airspace protections.

(7) City make-ready provisions.

- a. Pursuant to F.S. § 337.401(7)(f)(5)(b), as amended, for a city-owned utility pole that supports an aerial facility used to provide communications services or electric service, the parties shall comply with the process for make-ready work under 47 U.S.C. § 224 and implementing regulations. The good faith estimate of the person owning or controlling the pole for any make-ready work necessary to enable the pole to support the requested collocation must include pole replacement, if necessary.
- b. Pursuant to F.S. § 337.401(7)(f)(5)(c), as amended, for a city-owned utility pole that does not support an aerial facility used to provide communications services or electric service, the city shall provide a good faith estimate for any make-ready work necessary to enable the pole to support the requested collocation, including necessary pole replacement, within 60 days after receipt of a complete application. Make-ready work, including any pole replacement, must be completed within 60 days after written acceptance of the good faith estimate by the wireless provider applicant.
- c. Make-ready alternative. Alternatively, pursuant to F.S. § 337.401(7)(f)(5)(c), as amended, the city may require the wireless provider applicant seeking to collocate small wireless facility to provide a make-ready estimate, at said applicant's expense, for the work necessary to support the small wireless facility, including pole replacement, and perform the make-ready work. If pole replacement is required, the scope of the make-ready estimate is limited to the design, fabrication, and installation of a utility pole that is substantially similar in color and composition. The city may not condition or restrict the manner in which the wireless provider applicant obtains, develops, or provides the estimate or conducts the make-ready work, subject to

usual construction restoration standards for work in the right-of-way. The replaced or altered utility pole remains the property of the city.

- d. Pursuant to F.S. § 337.401(7)(f)(5)(d), as amended, the city shall not require more make-ready work than is required to meet applicable codes and/or industry standards. Fees for make-ready work will not include costs related to pre-existing damage or prior noncompliance. Fees for make-ready work, including any pole replacement, will not exceed annual costs or the amount charged to communication services providers, other than wireless services providers, and will not include any consultant fee or expense.
- e. The city may reserve space on city utility poles for future public safety uses. However, a reservation of space may not preclude collocation of a small wireless facility. If replacement of the city utility pole is necessary to accommodate the collocation of the small wireless facility and the future public safety use, the pole replacement is subject to make-ready provisions and the replaced pole must accommodate the future public safety use.

(8) Collocation of small wireless facilities on city utility poles is subject to the following requirements:

- a. The city shall not enter into an exclusive arrangement with any person for the right to attach equipment to city utility poles.
- b. The rates and fees for collocations on city utility poles must be nondiscriminatory, regardless of the services provided by the collocating person.

(9) The city may deny a proposed collocation of a small wireless facility in the public rights-of-way, if the proposed collocation:

- a. Materially interferes with the safe operation of traffic control equipment;
- b. Materially interferes with sight lines or clear zones for transportation, pedestrians, or public safety purposes, as specified in Land Development Code section 6.21;
- c. Materially interferes with compliance with the Americans with Disabilities Act (ADA) or similar federal or state standards regarding pedestrian access or movement;
- d. Materially fails to comply with the 2017 Florida Department of Transportation Utility Accommodation Manual, as amended; or
- e. Fails to comply with criteria set forth in subsection (6) above, applicable codes, or design standards set forth in section 132-176.

Sec. 132-~~17~~16. - Design standards.

- (a) *Purpose and intent.* Above ground and underground facilities, communication facilities, utility poles, and associated facilities and equipment must be designed in such a manner to ensure such

facilities and poles are placed in locations that do not interfere with the safe operation of traffic control equipment and movement of the traveling public. These facilities and poles must be designed to maximize compatibility with the affected area (a 500-foot radius of the proposed location) and to minimize any negative visual impact on that area. Pursuant to F.S. § 337.401(7), as amended, the following design standards must apply, ~~unless waived pursuant to section 132-19.~~

(b) *General placement requirements within public rights-of-way.*

- (1) *Above ground facilities, communication facilities, utility poles, and associated ground mounted facilities and equipment.* Such facilities and equipment must not create any safety hazard(s) or physical or visual obstruction to vehicular, bicycle, and/or pedestrian traffic.
- (2) *Communications facilities placement within public rights-of-way.* Communications facilities must be placed between the property line and the curb line of all streets and must not be within the roadway recovery area. Setbacks from property lines shall be based on site-specific aesthetic and concerns but for the purposes of structural safety there shall be a minimum setback of at least 125% of the height of the facility from any existing developed structure or structure for which a site plan or permit has been submitted and deemed complete, as measured from the closest point of the structure which is the minimum distance necessary, as determined by the city, to satisfy the structural safety or aesthetic concerns that are to be protected by the setback.
- (3) Underground cables, where required, must have consistent alignment parallel with the edge of pavement, a 36-inch depth of cover for the paved portion of roadways, a 24-inch to 30-inch depth of cover in all areas except the paved portion of roadways, and must have a two-foot horizontal clearance from other underground utilities and their appurtenances.
- (4) *Grounding rods and pull boxes.* The grounding rod may not extend above the top of sidewalk and must be placed in a pull box, and the ground wire between the pole and the ground rod must be inside an underground conduit. All pull boxes must be vehicle load bearing, comply with Florida Department of Transportation (FDOT) Standard Specification 635 and be listed on the FDOT Approved Products List. A concrete pad must be installed around all pull boxes not located in the sidewalk. No new or replacement pull boxes must be located in pedestrian ramps.
- (5) *Signs.* No signs may be permitted on or attached to communications facilities or utility poles in public rights-of-way, unless otherwise required by federal or state law. Any existing facility or structure that lawfully supports signs may continue to support such signs, as otherwise permitted by city code or state or federal law, as amended.
- (6) *Other associated ground mounted facilities and equipment.* Ground-mounted equipment for small wireless facilities must be located within a ten-foot radius of the utility pole supporting such facility and, if possible, in areas with existing foliage or other aesthetic features to obscure the view of the ground-mounted equipment. The ground-mounted equipment must use wrap or paint that is similar to the pole color. If the city has a planned future project to replace facilities or equipment in the subject public rights-of-way, the replacement facilities or equipment proposed in the application or SWFC application must conform to the city's updated design, material, and color.

(7) *Separation from driveways and hydrants.* Communications facilities and utility poles must be located at least three feet from a driveway apron and at least four feet from a fire hydrant.

(8) *New and replacement utility poles; general, city-wide placement and maintenance standards.*

- a. New utility poles, where permitted, must be placed between the property line and the curb line of all streets and may not be within the roadway recovery area. The lowest wire on any of such poles, placed in any public rights-of-way open to vehicular, bicycle, and/or pedestrian traffic may not be less than 18 feet from the ground and, whenever telephone and electric power wires cross each other, wires must cross and be maintained in accordance with ~~the National Electrical Code, the National Electrical Safety Code and the "Safety Rules for the Installation and Maintenance of Electrical Supply and Communication Lines" established by the Department of Commerce, Bureau of Standards of the United States, as amended~~ applicable codes;
- b. New utility poles, where permitted, must be made of the similar design, material, and color as other utility poles within the same public right-of-way (within 500 feet in any direction along that right-of-way). When poles within this radius are predominantly light poles, the new utility pole shall provide a lighting fixture of similar sheathing and shielding design, color, and height relative to other poles unless waived by the city. Where no utility poles exist within the aforementioned right-of-way, black enamel/paint-clad metal or concrete poles are required, and such poles are generally preferred throughout the city, as applicable;
- c. All applications to place new poles shall include a full color photo-simulation showing the proposed new pole, facility, and/or wireless support structure installed in accordance with the application from the point of view of properties adjacent to the proposed site;
- d. Newly-installed poles, towers and wireless communications facilities should be located in areas with existing foliage or other aesthetic features to the extent possible in order to obscure the view of the pole, tower or wireless communications facility.
- e. Landscaping, in a manner and degree approved by the city, shall be required to mitigate the visual impact of a new wireless communications facility, its supporting structure and all equipment associated therewith. The registrant and permittee shall be responsible for maintaining and replacing or expanding if needed as determined by the city, landscaping shielding views of the wireless communications facility, its supporting structure and equipment.
- f. New poles, where permitted, must adhere to the protection and pruning standards, as set forth in Land Development Code section 22.10, located in the public rights-of-way and/or on private property. A provider shall not prune, remove, or irreversibly damage any protected tree, as defined in Land Development Code sections 22.11 through 22.14, unless such activity is authorized by a permit issued by the city;
- g. Replacement utility poles must be of similar design, material, and color of the existing pole being replaced; however, black enamel/paint-clad metal or concrete poles, are preferred. The replacement pole must be located in approximately the same location as the existing pole. When the predominant or ancillary purpose of the replaced pole is to provide street or

pedestrian lighting, the replacement utility pole shall provide a lighting fixture of similar sheathing and shielding design, color, and height relative to other poles unless waived by the city. The replacement pole must continue to serve its primary function. If the city has a planned future project to replace utility poles in the subject public rights-of-way, the replacement poles proposed in the application or small wireless facilities collocation application must conform to the city's updated design, material, and color;

- h. At-grade facilities, aerial wireline facilities and utility poles in the right-of-way shall comply with undergrounding requirements of the city that prohibit above ground structures in the right-of-way, as applicable; and
 - i. Guidance for location. The city strongly encourages:
 - 1. Utility poles should be placed equal distance between existing utility poles, if any, within the right-of-way;
 - 2. ~~For placement within residential-zoned districts. At grade facilities and utility poles should be placed either at the common property line of the parcels that abut the right-of-way or another location that demonstrates the least impact to access such parcels. At grade facilities and utility poles should be placed such that the view from principal structures within the residential districts are not significantly impaired; and~~ With respect to location, ground-mounted small wireless facilities up to 28 cu. ft. in dimension shall be located within a ten (10) foot radius of the existing structure or utility pole for the collocated small wireless facility. Registrants are encouraged to locate ground-mounted small wireless facilities with reasonable spacing of at least three hundred (300) feet from other ground-mounted small wireless facilities in the public rights-of-way. Such ground-mounted small wireless facilities shall be installed in a location that is substantially similar to the location used for the installation of other ground-mounted equipment in the public rights-of-way. By way of example, if a ground-mounted equipment cabinet associated with a utility pole is installed in the bulb-out within the public rights-of-way, a ground-mounted small wireless facility shall be installed in a bulb-out and shall be concealed with substantially similar landscaping in accordance with the city code and maintained by the registrant at its cost and expense for as long at the facility remains in the public rights-of-way.
 - 3. Non-residentially zoned districts. At grade and utility poles should be placed either at the common property line of the parcels that abut the right-of-way or another location that demonstrates the least impact to access such parcels.
- (c) No placement in residential districts. The city strongly discourages placement in residential districts. When a small wireless facility is proposed to be installed within a residential district within the extent described in Section 7.2. of the Land Development Code, the City shall as part of its Section 132-7 timeframe extension request ask the provider to relocate the facility to a nonresidential district.
General stealth design requirements within public rights-of-way, city-wide.
- (1) The small wireless facility, electric meters and disconnect switches may be mounted on the exterior of the pole and must be concealed with use of shrouds that are similar to the pole color and texture;

- (2) No exposed wires, cables, conduits, etc., attached to poles; preferred if such are placed internal to pole, but if not possible then such attachments must be concealed with use of shrouds that are similar to the pole color and texture;
 - (3) Other components, such as back-haul, where housed above-ground, must be placed within a cabinet box, or other such container that are concealed with durable materials or paint that are similar to the pole color or includes other imagery in context with the location of equipment (i.e., imagery of vegetation, architectural/geometrical patterns, or equivalent); and
 - (4) Unless otherwise provided by state or federal laws or regulations, a small wireless facility is prohibited from having any type of light, lighted signal, or illumination.
- (d) The City shall be eligible to waive objective design standards subject to the considerations of F.S. 337.401.(r).

~~Sec. 132-18. - Waiver of objective design standards for small wireless facilities.~~

- ~~(a) Objective design standards provided in section 132-17 may be waived by the city manager, or designee, upon the wireless services provider demonstrating to the city, that the objective design standards are not reasonably compatible for the particular location of a small wireless facility or that the objective design standards impose an excessive expense. The objective design standards may also be waived to comply with 47 U.S.C. § 332 pertaining to gap in coverage.~~
- ~~(b) A request for a waiver must be filed contemporaneously with the SWFC application. The request for waiver must contain each section or subsection for which a waiver is being sought. A request for a waiver must include a detailed explanation, which supporting engineering or other data, as to why a waiver from the requirements of this chapter is required. For waivers based on 47 U.S.C. § 332, the request for waiver must demonstrate that denial of the SWFC application will result in a significant gap in a wireless service provider's coverage, and that the proposed facility is the least intrusive means for closing that gap within said wireless service provider's network.~~
- ~~(c) In granting any waiver, the city may impose conditions to the extent the city concludes such conditions are necessary to minimize any adverse effects of the proposed small wireless facility within a 500-foot radius of the proposed location, or to protect the health, safety, and welfare of the public.~~
- ~~(d) The city shall grant or deny a request for a waiver within 45 days after receiving such request.~~

~~Sec. 132-19~~18. - Administratively approved uses.

The following use may be approved by the city manager, or designee after conducting an administrative review:

- (1) Locating antennas on existing structures or towers consistent with the terms of below:

- a. Antennas on existing non-tower structures. Any antenna which is attached to an existing non-tower structure shall be approved by the city manager, or designee, as an accessory use to any commercial, or institutional, or multifamily structure of eight or more dwelling units, provided:
 1. The antenna does not extend more than 30 feet above the highest point of the structure;
 2. The antenna complies with all applicable FCC and FAA regulations; and
 3. The antenna complies with all applicable building codes.

Upon receipt of an application for such above use, the city manager shall notify the city commissioner of the district in which the proposed use is located.

Sec. 132-2019. - Appeals.

Any person adversely affected by a decision of the city manager, or designee, in the permitting, enforcement or interpretation of any of the terms or provisions of this chapter may appeal that decision to the city commission if an appeal to the City Commission is not preempted by Florida Statutes, as may be amended from time to time. Such appeal must be taken by filing written notice with the city manager, or designee, with a copy to the city clerk, within 30 days after the decision of the city manager, or designee. Each appeal must be accompanied by a payment in sufficient amount to cover the cost of publishing and mailing notices of hearings. Failure to file such appeal constitutes acceptance of the permit and any conditions thereof or the denial of the application. Where a notice of appeal to the city manager, or designee, is not timely filed as provided in this section, such right to appeal is waived. If an appeal is preempted by Florida Statutes, then an appeal shall be filed with a court of competent jurisdiction.

Sec. 132-2120. - Insurance.

- (a) A provider shall provide, pay for, and maintain with companies satisfactory to the city, the types of insurance described in this section. All insurance must be from responsible companies duly authorized to do business in the state and having a financial rating in Best's Insurance Guide of B+ Class VI A-Class VII or better. All liability policies must provide that the city is an additional insured as to such provider's operations in the public rights-of-way and must provide the severability of interest provision. The required coverages must be evidenced by properly executed certificates of insurance on forms furnished by the official. Certified copies of the policies required by this section are acceptable in lieu of such certificates of insurance and must be furnished at the time of application to the official within five days of the city's request therefore. Renewal certificates must be provided to the city at least ten days' prior to the expiration of the current coverages. The certificates must be manually signed by the authorized representative of the insurance company. Thirty days' advanced written notice by registered or certified mail must be given to the city of any cancellation intent not to renew or reduction in the policy coverages. Provider shall also notify risk management within 24 hours after the receipt of any notices of expiration, cancellation, non-renewal or material management. Companies issuing the insurance policies must have no recourse against the city for payment or premiums or assessments or for any deductibles which are the sole responsibility and risk of the provider. The policy clause "other insurance" will not apply to any

insurance coverage currently held by the city, to any such future coverage, or to the city's self-insured retentions of whatever nature.

(b) The limits and types of coverage of insurance required will not be less than the following:

- (1) *Commercial general liability insurance.* Commercial general liability insurance must be written on ISO Occurrence Form CG 00 01 or an equivalent substitute form to cover liability arising from premises and operations, independent contractors, products and completed operations, personal and advertising injury, blanket contractual, and XCU exposures, unless waived by the city. Completed operations liability coverage must be maintained for a minimum of one year following the cessation of the placement of communications facilities in the public rights-of way. The combined bodily injury and property damage limit must not be less than \$5,000,000.00 each occurrence and annual aggregate and must apply specifically to the provider's activities in the public rights-of-way.
- (2) *Automobile liability insurance.* Automobile liability insurance must be maintained in accordance with the laws of the state as to the ownership, maintenance and use of all owned, non-owned, leased and hired vehicles. The combined bodily injury and property damage limit must not be less than \$5,000,000.00 each accident.
- (3) *Workers' compensation/employer's liability insurance.* Workers' compensation insurance must cover all employees engaged in work for the provider in accordance with the laws of the state. The employer's liability limit must not be less than \$500,000.00 disease each employee, \$500,000.00 disease aggregate and \$500,000.00 each accident.
- (4) *Environmental pollution liability Insurance.* The permittee shall procure and maintain at its expense or cause its contractor or subcontractor to procure and maintain throughout the term of this permit, Contractors Pollution Liability Insurance including contractual liability coverage to cover liability and legal expenses arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by the permittee or any subcontractor resulting from pollution conditions associated with the personal wireless services facility in an amount not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage.

(c) Notwithstanding the foregoing, a provider may provide such coverage through an actuarially sound and prudent self-insurance program that is satisfactory to the city.

Sec. 132-~~222~~21. - Construction bond.

- (a) The city ~~may~~ shall require a construction bond in compliance with F.S. § 337.401, as amended, to secure restoration of the postconstruction rights-of-way to the preconstruction condition.
- (b) The construction bond must be limited to not more than 18 months after the construction to which the bond applies is completed.
- (c) For any financial obligation required by an authority allowed under this section, the city shall accept a letter of credit or similar financial instrument issued by any financial institution that is authorized to

do business within the United States, provided that a claim against the financial instrument may be made by electronic means, including by facsimile.

- (d) A provider of communications services may add an authority to any existing insurance policy, or other relevant financial instrument, and the authority must accept such proof of coverage without any conditions other than consent to venue for purposes of any litigation to which the authority is a party. An authority may not require a communications services provider to indemnify it for liabilities not caused by the provider, including liabilities arising from the authority's negligence, gross negligence, or willful conduct.

Sec. 132-2322. - Indemnification.

- (a) By reason of the acceptance of a registration or a permit under this chapter, the city does not assume liability for injuries to persons, damage to property, or loss of service claims by parties other than the registrant or the city; or for claims or penalties of any sort resulting from the installation, placement, maintenance, and/or operation of communication facilities by registrants or activities of registrants.
- (b) To the fullest extent permitted by state law, a registrant shall defend, indemnify, and hold the city whole (including the members of its commission, board, its officers, officials, agents and employees) and harmless from all costs, liabilities, and claims for damages of any kind arising out of the construction, presence, placement, installation, maintenance, repair or operation of its communications facilities, whether any act or omission complained of is authorized, allowed, or prohibited by a permit, inspection of plans or work by the city, except to the extent that such claims are caused by the sole negligence or willful misconduct of the city. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the registrant or to the city; and the registrant, in defending any action on behalf of the city, shall be entitled to assert in any action every defense or immunity that the city could assert in its own behalf. The provisions of this section include, but are not limited to, the city's reasonable attorneys' fees incurred in defending against any such claim, suit, or proceeding(s).
- (c) The city agrees to notify the registrant, in writing, within 30 days of the city receiving notice, of any issue it determines may require indemnification.
- (d) This indemnification obligation is not limited in any way by a limitation of the amount or type of damages or compensation payable by or for the registrant under workers' compensation, disability, or other employee benefit acts, or the acceptance of insurance certificates required under this chapter, or the terms, applicability, or limitations of any insurance held by the registrant.
- (e) The registrant shall investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and shall bear all other costs and expenses related thereto, even if the claim is groundless, false, or fraudulent, and if called upon by the city, the registrant shall assume and defend not only itself but also the city, in connection with any such claims and any such defenses shall be at no cost or expense whatsoever to the city, provided the city retains the right to select counsel of its own choosing. The city may not settle or compromise any matter for which a

registrant is obligated to indemnify without the prior written consent of the registrant. The registrant shall not unreasonably withhold such consent.

- (f) The city does not waive any rights against the registrant, which it may have because of this indemnification, or because of the acceptance by, or the registrant's deposit with the city of any of the insurance policies required by this chapter for registration.
- (g) This indemnification by the registrant applies to all damages and claims for damages of any kind suffered regardless of whether such insurance policies have been determined to be applicable to any such damages or claims for damages.
- (h) Nothing contained in this section will be construed or interpreted as denying to either party any remedy or defense available to such party under the laws of the State of Florida or as a waiver of sovereign immunity beyond the waiver provided in F.S. § 768.285, as amended.
- (i) The indemnification requirements under this section and this chapter will survive and be in full force and effect after the termination or cancellation of a registration.

Sec. 132-2423. - Reservation of rights.

The city hereby expressly reserves all of the following rights:

- (1) To exercise its municipal home rule powers, now or hereafter, to the fullest extent allowed by law with regard to the access, use and regulation of the public rights-of-way.
- (2) To amend this chapter as it finds necessary in the lawful exercise of its municipal authority.
- (3) To adopt or enact by resolution or ordinance, in addition to the provisions contained herein and in any existing applicable ordinances, such additional reasonable regulations as city commission finds necessary in the exercise of the city's police powers.
- (4) To exercise the power of eminent domain, consistent with applicable federal and state law, to acquire property that may include that property owned or leased by a communications service provider.
- (5) As and when deemed necessary by city commission to be in the interest of the city or its residents, to abandon portions of the public rights-of-way within the proper exercise of its municipal authority and without notice to or the consent of any communications service provider. The city will not be responsible for any costs, damages, loss or other expense to the communications services provider as a result of the city's abandonment of any public rights of-way.
- (6) To place and maintain, and franchise or permit to be placed or maintained, sewer, gas, water, electric, storm drainage, communications, and other types of facilities, cables or conduit, and to do, and to permit to be done, any underground and overheard installation or improvement that may be deemed necessary or proper by the city in the public rights-of-way occupied by any communications service provider.

- (7) Without limitation, the right to alter, change, or cause to be changed, the grading, installation, relocation, or width of any public rights-of-way within the city limits and within said limits as the same may from time to time be altered.
- (8) To require a reseller to register in accordance with section 132-5 to the extent such reseller wants the right to place or maintain facilities in the public rights-of-way. Any person using or leasing facilities owned by a registered communications services provider is not, therefore, entitled to any rights to place or maintain communications facilities in the public rights-of way, unless such person registers with the city.

Sec. 132-24. - Review fees and costs.

. To the extent allowed by federal and state law, the Applicant shall be responsible and pay an application fee and Development review costs incurred by the city relating directly to the review, processing, and inspection of an application or facility relating to an application, proposal, or project, including, but not limited to

- (a) *In-House Costs* which mean the costs to the city of the administrative and meeting time spent by city staff reviewing and processing an application, proposal, or project, and
- (b) *Consultant Costs* which mean the direct expenses incurred by the city, or the reasonable value of services, as the case may be, for consultants who review the specific application, proposal, or project at the direction of the city related to the review of an application, proposal, or project.