



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

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, February 24, 2026
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. Approval of the Agenda -

Action Request: Motion to approve the February 24, 2026 agenda.

2. Presentations -

- a. Mike Twitty, Pinellas County Property Appraiser**
- b. Dune Savers 2025 Year in Review**
- c. Permit Process Brief 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 February 10, 2026 City Commission Meeting Minutes**
- b. Authorize the City Manager to execute the Continuing Contract for Professional Design Services with George F Young of Florida, Inc. for three years.**
- c. Ratification of Reappointment of the Fifth Trustee to the Firefighter's Pension Board**

5. Ordinances -

- a. Final 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 [adopt/adopt with modification/deny/continue to [specify date certain]] Ordinance 2025-24.

b. First Reading Ordinance 2026-03: Amending Code of Ordinances Chapter 132 Pertaining to Communication and Small Wireless Facilities Design Standards

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AMENDMENTS TO THE CODE OF ORDINANCES CHAPTER 132 COMMUNICATION FACILITIES IN THE CITY RIGHTS-OF-WAY, SEC. 132-16 DESIGN STANDARDS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, CORRECTION OF SCRIVENER'S ERRORS, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

Action Request: Motion to [adopt/adopt with modification/deny/continue to [specify date certain]] Ordinance 2026-03.

c. First Reading Ordinance 2026-02: Parking Fees Established by Resolution

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, AMENDING APPENDIX A OF THE CITY'S CODE OF ORDINANCES RELATING TO PARKING FEES; REMOVING PARKING FEES FROM APPENDIX A; PROVIDING THAT PARKING FEES SHALL BE ESTABLISHED AND AMENDED BY RESOLUTION OF THE CITY COMMISSION; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; SCRIVENER'S ERRORS; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Action Request: Motion to approve the first reading of Ordinance 2026-02.

6. Action Items -

a. Acceptance of the Capital Projects Prioritization Tool for Fiscal Year 2027 Budget

7. Items for Discussion -

8. City Clerk, City Manager, City Attorney and City Commission Reports -

9. Adjournment -

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

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

PUBLIC COMMENT INSTRUCTIONS FOR THOSE NOT PHYSICALLY PRESENT:

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

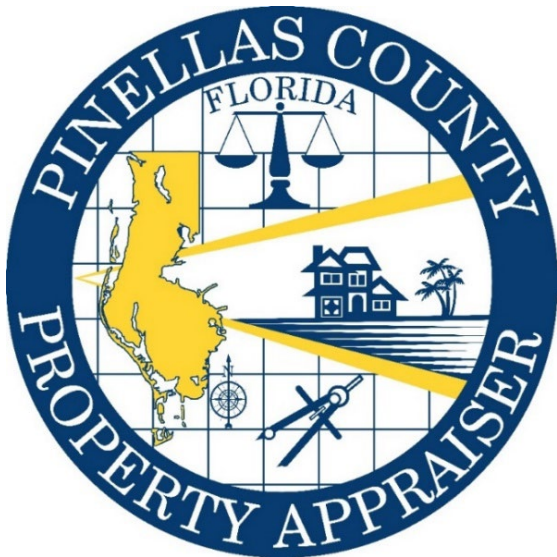
- Email the City Clerk by 12:00 p.m. on the day of the meeting at cityclerk@stpetebeach.org
- Leave a voicemail message by calling **727.363.9225** by 12:00 p.m. the day of the meeting

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.

Post-Storm Valuation Resources



MIKE TWITTY, MAI, CFA
Pinellas County Property Appraiser

mike@pcpao.gov | (727) 464-3207 | www.pcpao.gov

A photograph showing the aftermath of a storm. In the background, a house with a blue roof has a section of the roof that has collapsed, leaving the structure exposed. The foreground is filled with debris, including large pieces of wood, metal, and other unidentifiable objects. The ground is muddy and uneven. In the background, there are several tall, thin trees and a cloudy sky. The overall scene depicts significant damage to property.

STORM-RELATED RESOURCES

PCPAO.GOV Website Resources

The screenshot shows the PCPAO.GOV website homepage. At the top, the header includes the Pinellas County Property Appraiser logo, the name "Mike Twitty, MAI, CFA", and a navigation menu with links: Home, Search, Exemptions, Tools | Forms | Data, How Do I..., Learn About, and Contact Us. A search bar and a "Select Language" dropdown are also present. Below the header, a large banner features a photo of Mike Twitty and the text "MIKE TWITTY, MAI, CFA PINELLAS COUNTY PROPERTY APPRAISER". Underneath the banner, there are tabs for "Real Property" and "Tangible Personal Property", and a "Quick Search" section with options for Address, Owner, Parcel ID, Sub/Condo, and My Location. A search bar with the placeholder text "Address or Street Name (Ex: 255 Capri Cir N 23)" and a "Search Q" button is located below the search options. To the right of the search bar, there is a "Need Storm Damage Information? Follow our links:" section with a list of links: Storm Damaged Property Condition Status Survey, Calamity Calculator, Storm Damage FAQs, People First Hurricane Recovery Programs, Request a Building Value Reconsideration, Report Property Damage, Assessed Value Protection when Repairing or Rebuilding, FEMA 50% Rule and Substantial Damage FAQs, and Disaster Related Assistance. Below this section, there is a vertical list of links: Storm Damage Information, Buying or Selling A Home?, Tax Estimator, E-File Homestead Exemption, Homestead Exemption Status, Change Mailing Address, and Tangible Personal Property. A red arrow points from the top of the page to the header, another red arrow points from the header to the search bar, and a third red arrow points from the search bar to the storm damage information section.

Mike Twitty, MAI, CFA
Pinellas County Property Appraiser

Website Search Select Language

Home Search Exemptions Tools | Forms | Data How Do I... Learn About Contact Us

MIKE TWITTY, MAI, CFA
PINELLAS COUNTY PROPERTY APPRAISER

Real Property Tangible Personal Property

Quick Search Map Search Advanced Search

Address Owner Parcel ID Sub/Condo My Location

Address or Street Name (Ex: 255 Capri Cir N 23) Search Q

Need Storm Damage Information? Follow our links:

Storm Damaged Property Condition Status Survey | Calamity Calculator | Storm Damage FAQs | People First Hurricane Recovery Programs | Request a Building Value Reconsideration | Report Property Damage | Assessed Value Protection when Repairing or Rebuilding | FEMA 50% Rule and Substantial Damage FAQs | Disaster Related Assistance

ANNOUNCEMENTS

Storm Damage Information

Buying or Selling A Home?

Tax Estimator

E-File Homestead Exemption

Homestead Exemption Status

Change Mailing Address

Tangible Personal Property

The screenshot shows the PCPAO.GOV website resources page. The page has a dark blue background with white text. At the top, there are three main sections: "How Do I...", "Learn About", and "Contact Us". Each section has a dropdown arrow. Below these sections, there are two columns of links. The left column contains links under "How Do I..." and the right column contains links under "Learn About". A red arrow points from the top of the page to the "How Do I..." section, and another red arrow points from the "How Do I..." section to the "Learn About" section.

How Do I... Learn About Contact Us

See Frequently Asked Questions

Apply For Exemptions

Estimate Property Taxes

File a Tangible Personal Property Return

Find My Building Department

Find My Tax District

Discuss My Notice of Proposed Property Tax (TRIM)

Dispute My Property Value / File a VAB Petition

Appeal Exemption Denial / File a VAB Petition

Report Homestead Fraud

Change My Mailing Address

Change My Name

Find or Change My Deed

Advise of Property Owner's Death

Get a Copy of My Land Survey

Create Mailing Labels or Lists

Sign Up for Deed Fraud Alert

Change Non-Homestead Property Ownership or Control

Schedule a Speaker

Submit Income/Expense & Limited Common Element Reports

Request Public Records

Protect My Name from Public Record Release

Obtain Protected Parcel Information

Obtain a Trust Ownership Verification Letter

Split or Combine Property Parcels

Determine If Land Subsidence Exists

Declare a Manufactured Home as Real Property

Obtain Manufactured Home Registration Decal (Tag)

Request a Structural Detail Change

Find Property Damage FAQs, Info & Resources

Report Property Damage (Hurricane or Other Calamity)

Apply for a Property Tax Refund due to a Catastrophic Event (DR-465)

Request a Building Value Reconsideration (BVR)

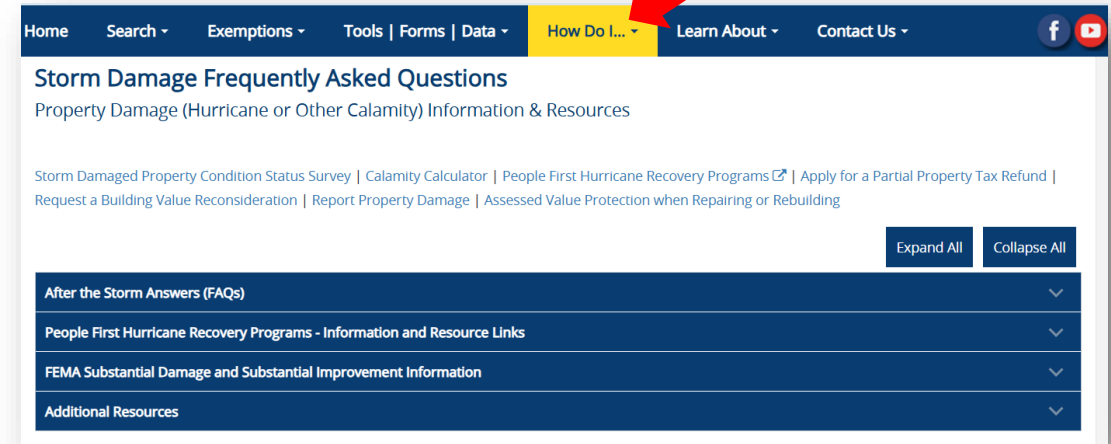
Find My FEMA 50% (49%) Value

Repair or Replace Calamity Damaged or Destroyed Property

PCPAO.GOV Website Resources

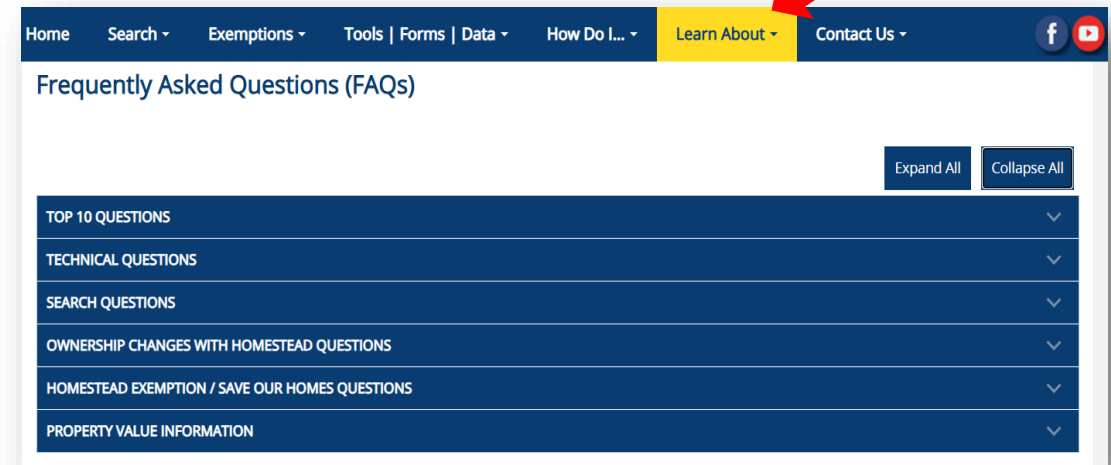
Storm Related FAQs: <https://www.pcpao.gov/how-do-i/storm-damage-faqs>

- Effect on tax bills
- FEMA Letters (using pre-storm 2024 letters)
- Building Value Reconsiderations (BVR)
- Calamity Provision Law Changes
- HX & Portability Post-Storm



General FAQs: <https://www.pcpao.gov/learn-about/FAQs>

- Top 10
- Technical Questions
- Search Questions
- Ownership Changes w/ Homestead Exemption Questions
- Homestead Exemption / Save Our Homes Questions
- Property Value Questions



Post-Storm Valuation

January 1 is the effective date of value for each annual assessment roll

- *Snapshot of your property's condition as of that date*

Improvement Status:

1. If still damaged or under repair = Valued while accounting for estimated damage
2. Already repaired and re-occupied = Valued as repaired
3. Properties having already pulled demolition permits = Valued as land only, plus any contributory extra features

Owners are encouraged to call us and request to speak with their Area Appraiser to be sure their property is valued appropriately based on its condition as of January 1

Storm Damage Survey

Our office has mailed a survey to residential property owners who we believe may have received storm damage.

Our intent is to:

- properly reflect the condition and value of your property as of the January 1, 2026, statutory assessment date
- know whether you plan to utilize the tax saving calamity provision in the repair/rebuilding process.

If hurricane damage repairs have not yet been completed, please indicate box below and submitting **no later than March 1, 2026**:

Plan To:

- ☐ Repair
- ☐ Repair and Elevate
- ☐ Rebuild New
- ☐ Sell "As IS"
- ☐ Still Deciding

Timeframe:

- ☐ 2026 Start
- ☐ 2027 or Later Start
- ☐ Underway
- ☐ Completed

Recipients may complete the paper form and return it to our office, or complete it online at:

<https://www.pcpao.gov/how-do-i/report-property-condition-status>

PAO FEMA Letter

Print or download the FEMA/WLM letter from pcpao.gov via the “Quick Pick Tool” tab on your parcel

The screenshot displays the Pinellas County Property Appraiser website. The header includes the Pinellas County Property Appraiser logo, the name Mike Twitty, MAI, CFA, and a website search bar. The navigation menu contains links for Home, Search, Exemptions, Tools | Forms | Data, How Do I..., Learn About, and Contact Us. A 'Quick Search' dropdown is visible. Below the navigation, there are tabs for Exemptions, Misc Parcel Info, Value History, Tax Info, Sales History, Land Info, Building Info, Extra Features, and Permit Data. The 'Parcel Summary (as of 17-Feb-2026)' section shows the following information:

- Parcel Number: 33-30-17-81276-014-0090
- Owner Name: [Redacted]
- Property Use: 0110 Single Family Home
- Site Address: 1957 ARROWHEAD DR NE, ST PETERSBURG, FL 33703
- Mailing Address: [Redacted]
- Legal Description: SHORE ACRES EDGEWATER SEC BLKS 13, 14 & 15 BLK 14, LOT 9
- Current Tax District: ST PETERSBURG (SP)
- Year Built: 2001

At the bottom of the summary, there are four buttons: Living SF (2,512), Gross SF (5,810), Living Units (1), and Buildings (1). The 'Quick Pick Tool' menu is open, showing options such as Print, Email, Custom Report, and Contact Us. A red arrow points to the 'FEMA/WLM Letter' option in the menu. The background of the page shows an aerial map of a residential area with a red outline around a specific parcel.

PAO FEMA Letter

Recognizing that users could potentially need the ability to select FEMA letters for a prior year, our office developed a webpage to address this need.

- Users can choose between the property's 2024 (pre-storm) or 2025 FEMA letter.
- Those who still had damage on Jan 1, 2025, should continue to use the 2024 letter, Building Value Reconsideration (BVR), or private ACV appraisal.

FEMA/WLM Letter(s)

Windstorm Loss Mitigation (WLM) - Requirements for roofs and opening protection require the use of Just Value of the structure from the Property Appraiser's Office for ad valorem tax purposes when a building is uninsured or for which documentation of insured value is not presented.

Federal Emergency Management Agency (FEMA) - Substantial Improvement/Substantial Damage determinations allow the use of 'Just Value' of the structure developed by the Property Appraiser's office for Ad Valorem taxation purposes after adjustment to approximate market value. If your property suffered damage due to a calamity, you will need to use the FEMA letter from before the catastrophic event for FEMA 49% or 50% Rule purposes (buttons below).

Note:

- If you experienced storm damage that was not repaired as of January 1, 2025, please use the 2024 (pre-storm) letter or BVR prepared by our office.
- If your home was not damaged or was repaired by January 1, 2025, please use the 2025 FEMA letter. If this letter reflects a lower building value than the 2024 letter, it likely reflects storm damage depreciation. However, if you were not damaged or were repaired by January 1, 2025, please contact our office and ask to speak to your Area Appraiser to discuss so that we can make any warranted adjustments.
- If you completed repairs to your home after January 1, 2025, please use the 2024 letter. However, if there is a damage event that impacts your property during 2025, our office will provide Building Value Reconsiderations (BVRs) for these property owners upon request with good supporting documentation. Owners can always engage a private appraiser. **It is imperative to have good photos (not video) of all areas of your home for both appraisal and insurance purposes. These should be taken as repairs progress, as well as at completion.**

2025

2024



MIKE TWITTY, MAI, CFA
Pinellas County Property Appraiser
www.pcpao.gov mike@pcpao.gov

KARALEKAS, CHRISTINA
KARALEKAS, GEORGE
1503 COPPERTREE DR
TARPON SPRINGS, FL 34689-3009

RE: 23-27-15-92009-000-2300 Situs: 1503 COPPERTREE DR Year of Values: 2024

Windstorm Loss Mitigation (WLM)

Section 553.844, Florida Statutes: "Windstorm loss mitigation; requirements for roofs and opening protection," requires the use of "Just Value" from the Property Appraiser's office for Ad Valorem tax purposes.

For the referenced parcel, the values are: Structure(s): \$127,896; Extra Features: \$0; and Land: \$122,063. Extra Feature values include improvements such as patios, pools, decks and docks, etc.

Federal Emergency Management (FEMA) "50% Rule"

FEMA Substantial Improvement/Damage determinations require the use of "Just Value", developed by the Property Appraiser's office for Ad Valorem taxation purposes, be adjusted to approximate market value. This is accomplished in our office by dividing the Just Value of the structure by 0.85. This yields the following values: **Structure(s): \$150,466**; Extra Features: \$0; and Land: \$143,604.

The preceding value allocation to the structure **would allow repairs/improvements not to exceed \$75,232 based on the "50% Rule"**.

If you disagree with the Property Appraiser's valuation of the structure following a damage event you may apply for a Building Value Reconsideration (BVR) at <https://pinellas.gov/appraisals> or engage an independent state-certified real estate appraiser to appraise the depreciated value of the structure (building). This type of appraisal to request from a private appraiser is referred to as an Actual Cash Value (aka FEMA "50% Rule") appraisal. The Building Official and/or Floodplain Manager within the property's jurisdiction will review the appraisal and if approved, the depreciated value of the structure (building) may be used in lieu of the Pinellas County Property Appraiser's value estimate. Please visit <https://www.pcpao.gov/how-do-i/storm-damage-faq> to learn more.

Private appraisers should familiarize themselves with the jurisdiction's appraisal review checklist and have experience or gain competency in performing these specialized appraisal assignments. A copy of Pinellas County's Appraisal Review Checklist is available at: <https://pinellas.gov/appraisals>. Other jurisdictions (Cities) may have their own review checklist.

Please visit <https://pinellas.gov/substantial-damage-substantial-improvement> for more information and FAQ's regarding the FEMA "50% (or 49%) Rule".

Value Use Limitations

The above values are effective for the 2024 Property Tax Roll as of the date of this letter and do not include the value of any improvements completed after January 1st of 2024. This information is provided solely for the purposes stated above. It is invalid for any other purpose.

Printed 08/15/2025

Pinellas County Courthouse | 315 Court Street - 2nd Floor | Clearwater, FL 33756
Mail: PO Box 1957, Clearwater, FL 33757 | www.pcpao.gov
(727) 464-3207 | Fax (727) 464-3448 | TTY/TDD (727) 464-3370

Pre-Storm Building Value Reconsideration

If your property is located with a Special Flood Hazard Zone (A or V flood zone) and received storm damage to the main structure, you may request that our office conduct a **Pre-Storm Building Value Reconsideration**. In making application for this Reconsideration of Value please provide the following:

- Photographic evidence of the property's interior (dated pre-storm)
- Contractor invoices of work done pre-storm within prior 24 months
- Any other inspection reports or other documents supporting the condition and quality of the structure pre-storm damage.
- Our appraisers must be able to clearly identify factual changes to justify any adjustment to the building value.



Mike Twitty, MAI, CFA
Pinellas County Property Appraiser

Website Search

Select Language

HomeSearchExemptionsTools | Forms | DataHow Do I...Learn AboutContact Us

Request for Pre-Storm Building Value Reconsideration

If your property is located within a Special Flood Hazard Area (A or V flood zones) and received storm damage to the main structure, you may request that our office conduct a **Pre-Storm Building Value Reconsideration (BVR)**.

In making application for this Reconsideration of Value please provide the following:

- Photographic evidence of the property's interior (dated pre-storm). Pre-Storm images should be the original source and at least 1 MB in size. Photos should show the floors, cabinets and counter tops in the kitchen and bathrooms; any remodeled areas of the home including showers; and the windows, fireplace and special features (if any).
- Contractor invoices of work done pre-storm within prior 24 months.
- Any other inspection reports or other documents supporting the condition and quality of the structure, pre-storm damage.

Note: We are unable to provide this service for condominium properties since the entire building must be valued (please see [FAQ #13](#)).

This information is necessary for us to make any factual changes to your structure's value and will not impact your 2024 taxes. Our value estimates for 2025 will be based on the condition of properties as of January 1, 2025. Should we determine that a factual change is justified our office will issue an updated FEMA letter indicating a revised Structure Value and 50% calculation.

Application to the Property Appraiser for a Pre-Storm Building Value Reconsideration does not remove the property owner's right to hire an independent state-certified appraiser to conduct a retrospective Actual Cash Value appraisal to present to their respective building department.

Parcel Number	Current Mailing Address	Site Address

Daytime Phone Number *

Enter Your Daytime Phone Number

Email Address: *

Enter Your Email Address

Owner Name (select one) *

Re-enter Email Address: *

Enter Your Email Address

Under Florida Law, correspondence with our office is subject to public records (Section 119.01, Florida Statutes).

Building damaged by Hurricane:

☐ Debby☐ Helene☐ Milton

Type of damage:

☐ Flooding☐ Wind☐ Fire

If flooding occurred, please indicate the water depth inside the building in inches:

1

Supporting documentation is required for purposes of determining the pre-storm quality and condition of the building: Photographic evidence of the property's interior (dated pre-storm. Images should be the original source and at least 1 MB in size); Contractor invoices of work done pre-storm within prior 24 months; Any other inspection reports or other documents supporting the condition and quality of the structure, pre-storm damage. To add multiple files at once, hold down the "CTRL" key while selecting the files.

Choose Files

No file chosen
Upload a file. Allowed extensions: .pdf, .png, .jpg and .jpeg

Page 12 of 410

Owner-Builder Permits w/Trust Ownership

This type of permit allows the property owner to be responsible for construction and improvements to their property when not hiring a licensed contractor.

However, the building department doesn't know if the trust is for equitable title or legal title.

- [Section 489.103, Florida Statutes](#) has several requirements to obtain an owner-builder permit:
 - The owner is to permanently reside on the property.
 - The owner must personally appear at the building department to sign the permit.
 - The owner may not sell the property within one year of pulling the owner-builder permit.
 - The owner may not rent the property within one year of pulling the owner-builder permit.
 - The owner must sign a disclosure statement attesting to all other rules related to the owner-builder permit.
- **Upon request, our office offers a “Trust Ownership Verification” letter which will verify the owner of record for the real property on which the owner-builder permit is being applied**
- Verify if the jurisdiction's building dept will accept this verification
- Send requests for a “Trust Ownership Verification Letter” to research@pcpao.gov
- The “Trust Ownership Verification Letter” is limited to information held in the public record and/or provided to us by the owner.

Calamity Provision

Under Florida Law, if a property is damaged or destroyed by misfortune or calamity, the property owner may repair/rebuild and maintain their Save-Our-Homes 3% cap or non-homestead 10% cap protection:

Non-Homestead Property

- If the repaired/replaced building is no larger than 110% of the former damaged building, no value is added over the capped value that existed at the time the damage occurred
- If the rebuilt SF is > 110% of the building's original size, only the value attributed to excess SF is added above 10% non-homestead cap
- If the original home was < 1,500 SF, a max of 1,500 SF or 110% of the original, whichever is greater, may be added and remain under the respective cap
- Must pull permit within 3 years of the Jan 1 after the damage event

Homestead Property*

- If the repaired/replaced building is no larger than 130% of the former damaged building, no value is added over the capped value that existed at the time the damage occurred
- If the rebuilt SF is > 130% of the building's original size, only the value attributed to excess SF is added above the 3% Save-Our-Homes cap
- If the original home was < 2,000 SF, a max of 2,000 SF or 130% of the original, whichever is greater, may be added and remain under the respective cap
- Applies to 2025 improvements that will be on the 2026 tax roll
- Must pull permit within 5 years of Jan 1 after the damage event and not have moved HX from property

Calamity Provision & Homestead

Factors & Steps to Take to be Eligible for the Calamity Provision:

- Must be the owner of the property at the time of the damage event
- The homestead status on the damaged property must not change from the date of the storm through completion of the repairs or rebuild post-damage event
- If the structure is demolished, please inform our office of your intent to rebuild and reoccupy as your primary residence, and we'll maintain homestead on the parcel
- Must pull a permit to begin work within 5 years of the Jan 1 post-damage event



NEW! Calamity Calculator

Our office has developed a calculator to help property owners understand their potential property tax liability for repairs or rebuilding if their property is damaged or destroyed by misfortune or calamity.

- Only for homes that require elevation when making repairs or rebuilding
- Allows the user to enter square footage data of their proposed changes
- Residential single-family homes with one structure only; all others please contact our office
- Calculates estimated additional property tax based on the most recent legislative changes (110% or 130%)
- Calculator's estimate is based on the user input and PAO data for current year

Calamity Calculator

Wed Feb 04 2026

Parcel Information	Calculator Options
Parcel Number: 09-29-15-43362-000-0440	Year of Calamity: ☐ 2025 ☒ 2024
Site Address: 213 WINDWARD IS CLEARWATER 33767	New Structure Quality: ☐ Average ☒ Above Average ☐ Excellent ☐ Superior
Current Tax District: Clearwater (CW)	Initial Square Foot (SF) Allowance: Living Area: 3,275 Porch Area: 455 At Grade Area: 3,275

Post Calamity New Construction Areas - For Newly Elevated Homes	Post Calamity New Construction SF	Estimated Additional Tax
Living Area - include all areas above the 'at grade' level that are heated and cooled. Do not include a porch of any kind or an attic area.	1,400 sf	\$0
Porch Area - the combined area of any type of covered porch (open, enclosed, screened, finished, unfinished, lanai) on all floors above BFE (Base Flood Elevation). For the typical elevated home, the 2nd and 3rd stories are above BFE.	800 sf	\$0
Non-Living Area at Grade - the combined square feet of all covered spaces on the 1st story. Include all finished or unfinished areas such as garages, carports, utility rooms, the access area (vestibule, stairs, etc.), storage areas, covered entries, covered porches (open, screened or enclosed), and covered lanai area. At Grade Area is assumed to be below BFE.	3,400 sf	\$257
Elevator - If the finished project will include one or more elevators, enter the number of elevators in this field.	1 qty	\$890

Use Notes:

- This calculator is valid only for calamity damaged properties that require the finished floor elevation to be above Base Flood Elevation (BFE) when making repairs or rebuilding.
- The affected property owner's homestead status must not change from the date of the calamity through the completion of the repair/rebuild project resulting in a certificate of occupancy. **A change in the homestead status during this period will result in the loss of the owner's eligibility for the calamity benefit!**
- Except for the Elevator option, the calculator does not estimate property taxes resulting from new or updated extra features such as pools, spas, enclosures, patios, docks, etc.
- For construction that will be completed in a future year, please keep in mind that tax district millage rates and construction costs change over time, which may result in additional taxes that are higher than estimated.
- The repair/rebuilding must commence within 5 years from the January 1 following the calamity event for homestead properties or within 3 years for non-homestead properties.

Full Disclaimer Here

Estimated **Additional** Property Tax

\$1,147

Reset

Print / Download

NEW! Calamity Calculator

Notice Received If Not Applicable

Calamity Calculator

Thu Jan 15 2026

Parcel Number	Site Address
01-30-15-89025-000-1680	3088 138TH PL LARGO 33771

Please contact our office and ask to speak with your Area Appraiser for assistance. The selected parcel is not suitable for use in this tool for one or more of the following reasons:

- The parcel has more than one structure.
- The affected property is not a single-family residential structure. The Calamity Calculator is specifically designed for single-family residential properties with a single structure.
- Ownership or homestead status has changed since the date of the calamity event and the property is ineligible for the calamity benefit.

Return to Search

Contact Us

Our Location(s)

Portability After Storm Damage

Homesteaded property owners experiencing a drop in value, and subsequently their portability due to storm damage, may use their Save-Our-Homes benefit from the January 1 before the storm.

They still will be eligible to have 3 tax years to port their benefit from the January 1 in the year after the storm damage.



Section 193.155 (8) (m), Florida Statutes: For purposes of receiving an assessment reduction pursuant to this subsection, an owner of a homestead property that was significantly damaged or destroyed as a result of a named tropical storm or hurricane may elect, in the calendar year following the named tropical storm or hurricane, to have the significantly damaged or destroyed homestead deemed to have been abandoned as of the date of the named tropical storm or hurricane even though the owner received a homestead exemption on the property as of January 1 of the year immediately following the named tropical storm or hurricane.

People First Hurricane Recovery Programs

- \$813+ million federal grant money from HUD designated to primarily benefit low- and moderate-income households and communities.
- Five programs provide funding and assistance to repair damage, prevent long-term displacement, and make housing safer and more affordable.



Homeowner Rehabilitation/Reconstruction

Funding to repair, rebuild, or replace hurricane-damaged homes.



Homeowner Reimbursement

Reimbursement for repair work you have already completed.



Local Landlord Program

Support for landlords to repair or rebuild rental properties to rent as affordable housing.



Homebuyer Assistance

Help for income-eligible homebuyers to purchase a safe home outside flood zones.



Disaster Relief Reimbursement

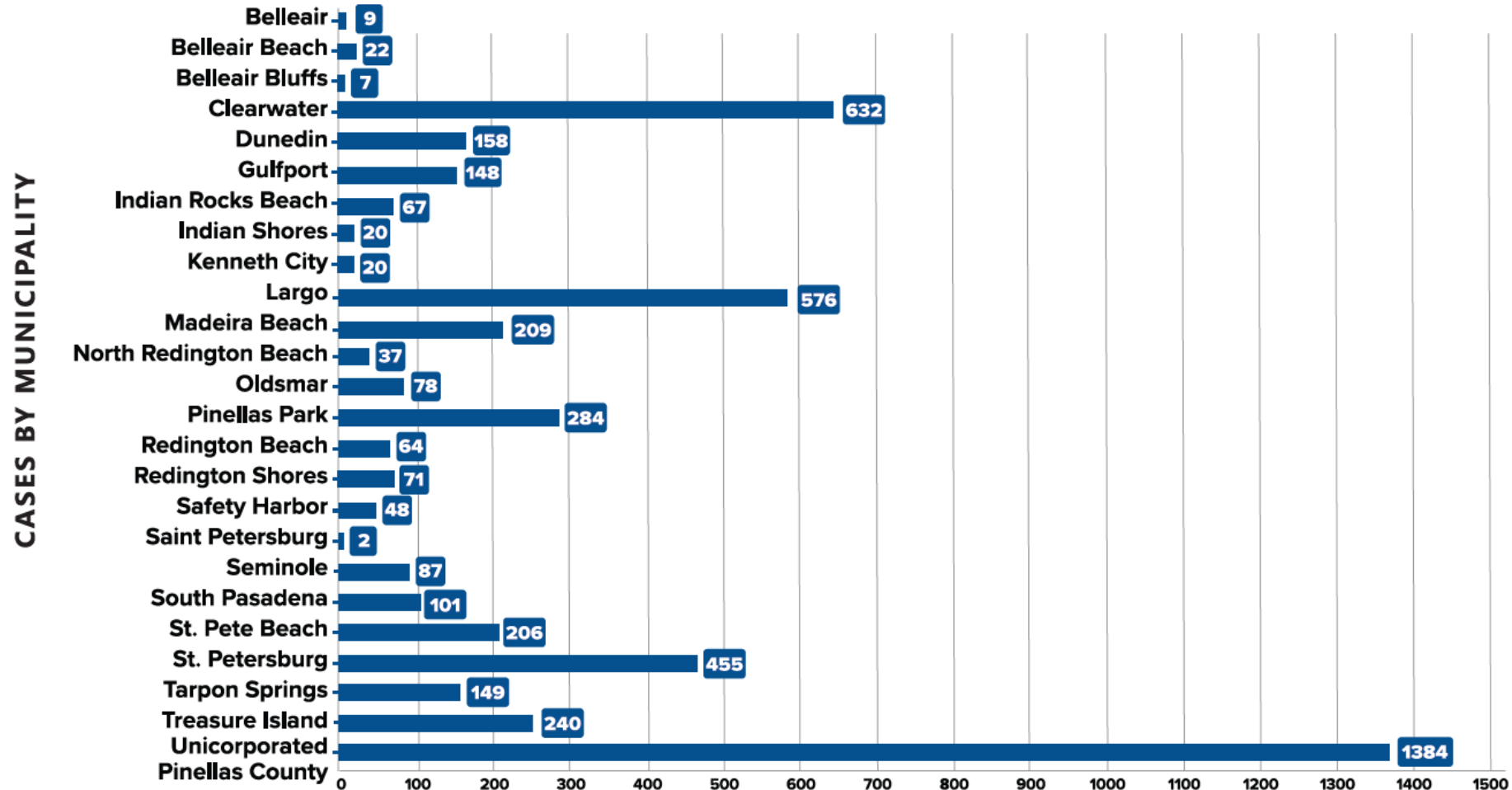
Reimbursement for essential disaster-related expenses such as rent, mortgage, or utilities.

- Assistance is dependent on income eligibility and required documentation
- Grant funds are for Pinellas residents in unincorporated & municipalities except for St. Petersburg who received their own allocation (next slide)
- For more info, visit <https://recover.pinellas.gov/people-first-hurricane-recovery-programs/>
- Homeowners, renters, landlords, and small businesses can find additional resources at <https://recover.pinellas.gov/>

Program Update



Pinellas Recovers
Hurricane Help That Puts People First



A clear incandescent lightbulb lies horizontally on a blue surface. The bulb is unlit, showing the internal filament. The letters 'FYI' are printed in white, bold, sans-serif font across the center of the bulb's glass. A horizontal grey band passes behind the bulb.

FYI



Property Appraiser's Public Education



EDUCATIONAL SERIES

Virtual or In-Person at our
South County Service Center
2500 34th St N, 2nd Floor
St Petersburg, FL 33713

EXAMPLE OF PROGRAMS

- After the Storm Answers
- First-time (and Existing) Florida Homeowners
- Homestead and Personal Exemptions
- Website Tools & Tips for Homeowners
- Florida Property Tax Law
- Notice of Proposed Property Taxes (TRIM)
- Real Estate Professionals

View upcoming events and register at www.pcpao.gov/learn-about/public-education

Stay in the Know...Follow the PAO



Sign-Up for our e-Newsletter tailored for 3 groups:

- Homeowners
- Real Estate Professionals
- Business Owners

Follow us on Facebook  and YouTube 

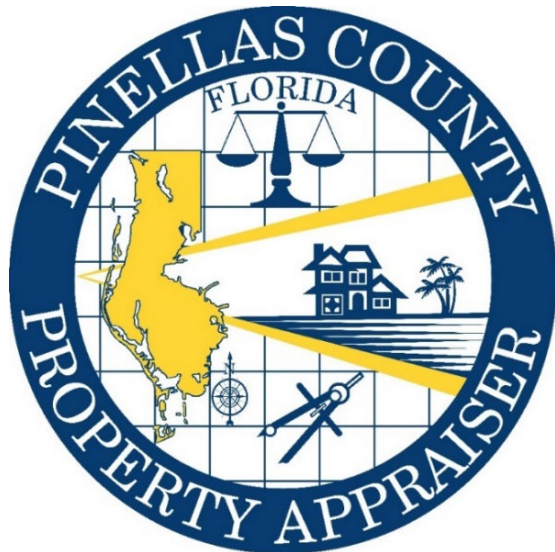
Attend one of our in-person or virtual Public Education sessions

Property **Fraud Alert** Service



- **Free Monitoring Service** provided by the *Clerk of the Circuit Court & Comptroller's Office*
- Helps to detect fraudulent documents (e.g., deed) recorded in *Official Records* with your (or your business) name on it
- The name you choose to subscribe for alerts is the only criteria that the site monitors
- Alert service will contact your preferred method (email or phone) with the *Official Records* document number and document type
- You can then search *Official Records* online to review the document
- Sign up at <https://www.propertyfraudalert.com/FLPinellas> or call 1-800-728-3858

Thank You for Your Time and Attention



MIKE TWITTY, MAI, CFA
Pinellas County Property Appraiser

mike@pcpao.gov | (727) 464-3207 | www.pcpao.gov

Dune Savers

Protecting Our Coastal Dunes

2025 Review & 2026 Vision

Community • Conservation • Commitment

DuneSavers.org

Who We Are

Dune Savers - Established 2024

Serving St. Pete Beach & DCPOC dunes

Partner with City of St. Pete Beach

Identify & remove invasive plants, trees, and trash

Leaders include: 2 Master Gardeners + 2
Advanced Plant ID volunteers

All work done by hand

Meet twice a week for one hour at a time



Why We Do It



**DUNES = NATURAL
INFRASTRUCTURE**



**NATIVE PLANTS
STABILIZE SAND**



**HEALTHY
ECOSYSTEMS
SUPPORT WILDLIFE**



**STRONG DUNES =
RESILIENCY AFTER
STORMS**



**PROTECTING DUNES
PROTECTS THE
COMMUNITY**

2025 Year in Review

- A year of comebacks, community, and conservation
- Strong volunteer engagement
- Noticeable improvements in dune health



Volunteer Impact Highlights



835 hours in the dunes



155 hours behind the scenes



55 unique volunteers



Dedicated, hardworking, volunteers

What We Removed



- **546 totters removed**
($\approx 7,000$ cubic ft)
- **Major invasive trees:**
Brazilian Peppertrees,
Carrotwood, Lead Trees
- **Common invasives:**
Australian Pine,
Mother-in-Law Tongue,
Mother of Millions, Guinea
Grass, Pencil Cactus, Natal
Grass, Purple Heart,
Asparagus Fern

Where We Worked



Pass-A-Grille Beach

County Beach

Upham Beach

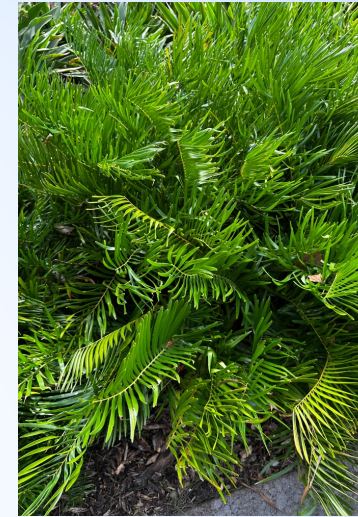
Don CeSar Property beaches

≈ 14 acres cleared



What We Planted

- ▶ Over 500 native plants
- ▶ Sea Oats, Muhly Grass, Bitter Panic Grass, Dune Sunflower, Beach Verbena, Lantana, Sea Purslane, Fire Bush, Sea Lavender, Tropical Sage, Railroad Vine, Prickly Pear, Sea Rocket, Sea Grape, Silver Buttonwood, Cocoplum, Coontie



Comebacks After 2024 Storms

Return of native plants

Wildlife reappearing

Dunes reforming naturally

Vehicle traffic removed

Tide pools appeared and closed

28 turtle nests (unofficial count)



Many neighbors, residents, and visitors



Partnership with City of St. Pete Beach

Community Connections



Collaboration with beach front neighbors



Don CeSar Hotel removed 50+ Brazilian Peppertrees

Looking Ahead to 2026



Remove Invasive Species

Protecting Access Paths

Continue Native Plantings

Maintain a “notably native” dune ecosystem

Community Education and Stewardship



2026 Plan of Work Highlights



Remove roots from Brazilian Peppertrees – ongoing projects

Complete a full pass across entire island

Plant Native species as donations allow

Maintain access paths

Expand native plantings citywide – plants don't know boundaries

Begin citywide invasive removal program



How You Can Help



Stay on designated paths

Clean up your trash

Report invasive plants/trees

Don't toss houseplants or clippings

Learn about native plants

Donate to support plantings & removals

Recap & Appreciation



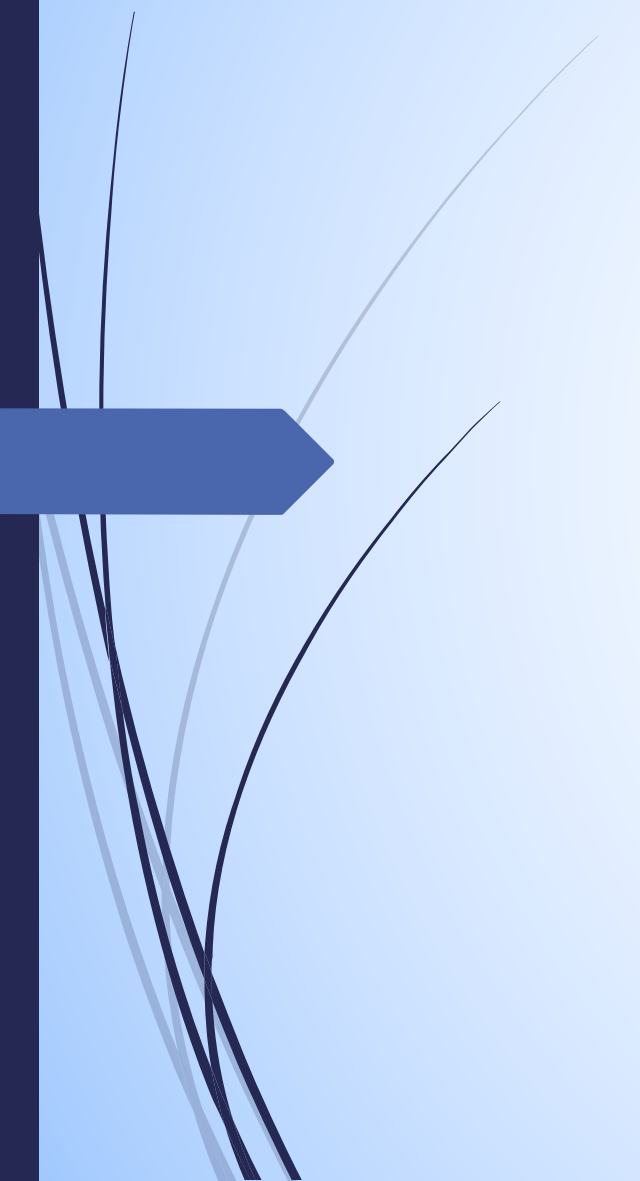
Dedicated to an all-native,
healthy dune ecosystem

Our dunes make St. Pete
Beach special

Thank you for your support

Thank you to the City of St.
Pete Beach

Looking forward to 2026



THANK YOU!

Nancy Stevens • Deb Rothenberger • Krista Hodgkin

Dune Savers of St Pete Beach & DCPOC

Building and Permitting Update

February 24, 2026



Building and Permitting

90-Day Roadmap *Completed* Actions



Volunteer Exit Interviews

- Conducted interviews/survey
- Compiled and synthesized feedback



Established Standards for Communication SOP

- Deployed Community Development Customer Service Standards



Servicing Same-Day Permits

- Same-day express permits available
- Developing guidance and outreach on available permit types

Building and Permitting

90-Day Roadmap *Completed* Actions



Single Point of Responsibility

- In place since the second week of January



Appointments available with **Building Official and Deputy Building Official**

- Call or email to request an appointment

727-367-2735

permits@stpetebeach.org



Extended Evening hours

- Wednesdays until 5:30 PM

Building and Permitting

90-Day Roadmap *In Progress* Actions



Consolidated Reviews

- Prioritizing deep dive evaluation for this process with interdisciplinary group to determine where we can gain efficiencies.



Clear & Predictable Timelines

- Publish statutory requirements, project checklists (demolitions, elevations) and metrics for project timelines.

91 days to June 1st Roadmap

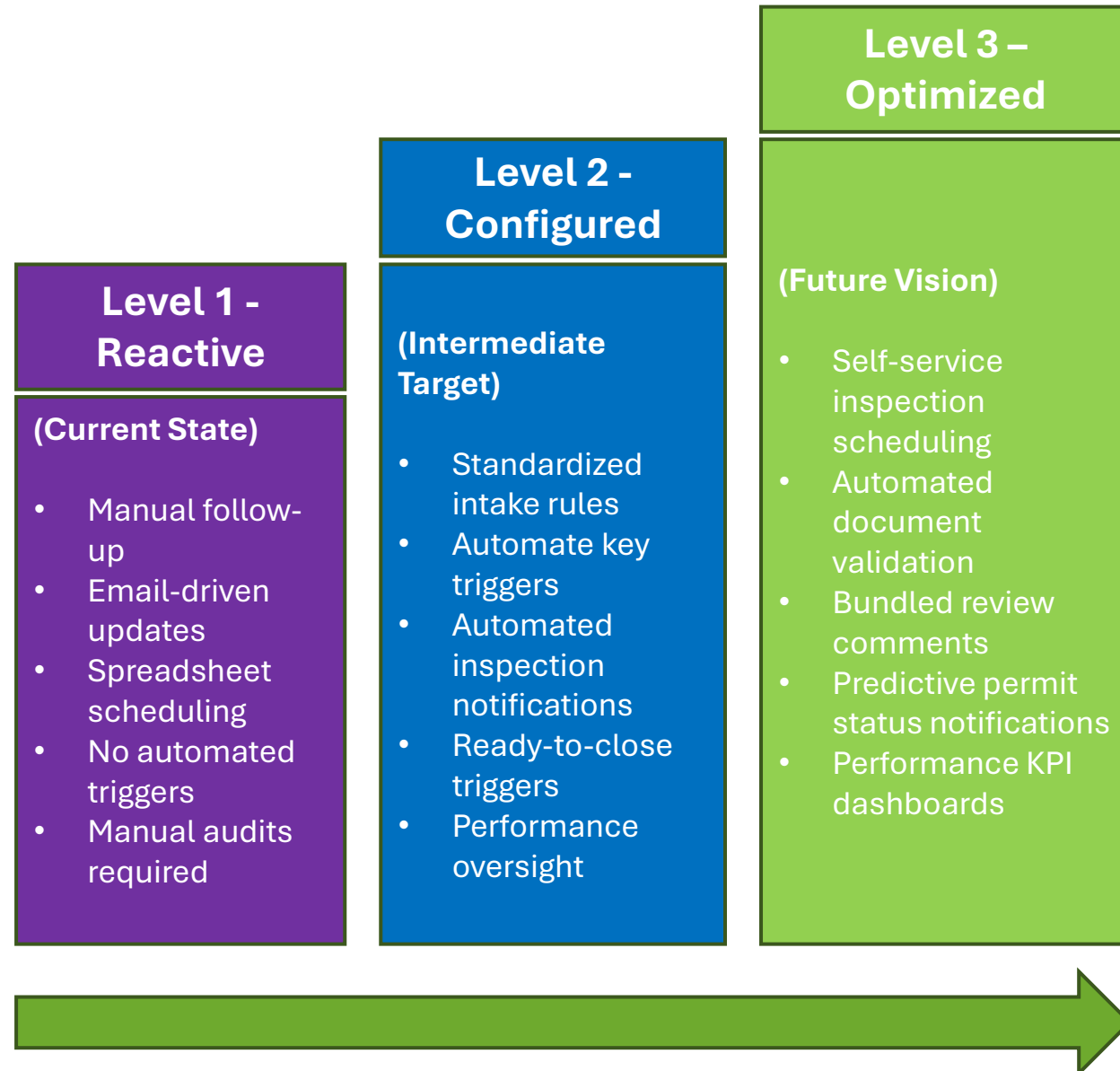
Description	Status	Next Action	Estimated Completion Date
Review and update permitting content to ensure information is up-to-date, easy to understand, and consistent with department practices.	In Progress	Removing all outdated or irrelevant information from the department pages. Updating documents.	June 2026
Provide recommendations for a new portal or RFP, if warranted.	Not Started	Use process mapping and service blueprinting output to define requirements and inform a potential RFP scope of work.	June 2026
Evaluate the current permit portal and identify short-term improvements.	In Progress	Continue process mapping to identify and implement near-term improvements.	January 2026 - Ongoing March 2026 Report out
Review emerging AI tools for application and document analysis, code compliance checks, and early issue flagging. Provide vendor recommendations or an RFP for pilot implementation.	Started	Look at technology landscape and evaluate AI tools that can address identified problems.	June 2026

Permit Process: Operating Blueprints

Permit Service Map: End-to-end view of how a permit moves from application to issuance and closeout under current operations.	End-End process outlining permit process current state
Pain Point Register: A structured catalog of recurring friction points identified through staff workshops, contractor feedback, data review, and operational observation.	Themes identified thus far: • Manual processes – staff driven versus system driven • Intake largest bottleneck • Communication fragmented and reactive • Lack of automation and workflow limitations • Notification and follow-up
Permit Matrix: A consolidated reference matrix defining all permit types, responsible reviewing disciplines, required documentation, fee triggers, and inspection requirements.	• Which permits require which reviews • Sequencing dependencies • Private provider involvement rules • Trigger thresholds (valuation, scope, flood zone, etc.) • Compliance requirements
Future State Service Map: Optimized permit workflow incorporating automation, defined statuses, communication triggers, and performance standards.	Represents the target operating model for efficient, customer-focused permitting function.
AI business case tool – focused on Intake, notifications, plan reviews	• Three platforms identified to date • Scheduling targeted demos soon

If we don’t document the process, we can’t measure performance—and if we can’t measure performance, we can’t improve it.

Permit process optimization



Building and Permitting

Next Steps

- Continue working with Innovation and Technology on permit process optimization
- Facilitate regular coordination meetings with the internal, cross-disciplinary working group to drive continuous process improvements and advance plan review efficiencies
- Provide updates to Commission in March and June
- Host Building and Permitting Open House on Thursday, March 26 from 8 am – 6 pm

Implement strategic operational enhancements that optimize efficiency, elevate the customer experience and reinforce the City's commitment to regulatory compliance.



**City Commission Meeting
February 10, 2026
6:00 p.m.**

ELECTED OFFICIALS PRESENT:

Adrian Pettila, 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	Laura Canary, Community Development Director
Ralf Brookes, City Attorney	Brandon Berry, Senior Planner
Renee Rose, City Clerk	Gil Martinez, Senior Planner
Kristin Coman, Planning Manager	

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

1. APPROVAL OF THE AGENDA

Commissioner Robinson requested to add three items for discussion: 3 times permit fees on after the fact permits, Mike Twitty presenting at the next meeting, and historic designation. These were added as 7a, b, and c.

City Attorney Brookes requested to continue item 5a, Final Reading of Ordinance 2025-24. He reported that an expert report was received after agenda packets had been distributed and that proposed ordinance revisions from legal counsel for citizen stakeholders were also received but not yet circulated. He requested a continuance to allow time to review the new materials, incorporate them into the agenda packet, and provide the Commission and the public adequate opportunity to review the expert report and proposed changes prior to action. He summarized the substantive issues under review, including compliance with state law regarding separation requirements for replacement utility towers, avoidance of state preemption, and ensuring that setback requirements from adjacent property lines do not operate as a de facto prohibition, which is not permitted under statute. Additional tables and charts will be prepared to illustrate spacing and setback impacts, particularly as they relate to small wireless facilities within the public right-of-way. There was consensus to continue the 2nd reading of Ordinance 2025-24. There was consensus to amend item 5a to a discussion item.

Motion: **Commissioner Robinson moved, Commissioner Rzewnicki seconded, and the motion carried 5-0 to approve the February 10, 2026 City Commission Agenda, as amended.**

2. PRESENTATIONS

a. Tampa Bay Regional Planning Council (TBPRC) Presentation on the Bonus Density Valuation Calculator

Laura Canary, Community Development Director, introduced Sarah Vitale, Director of Civic Technology with the Tampa Bay Regional Planning Council, highlighting her partnership in developing the City's density bonus pool evaluation tool. She clarified that the tool applies only to density bonus pool units and is separate from economic modeling used for by-right projects. The tool is intended as a flexible, staff-level resource rather than a formal action item, allowing refinement over time as City priorities change.

Sarah Vitale presented a decision-support framework for St. Pete Beach to evaluate requests for bonus density units. She explained TBPRC's role is to provide technical assistance and decision tools, not to regulate land use or set policy, and recognized Commissioner Rzewnicki's leadership on their council and the City's liaison, Meghan Blancher. The framework uses a spreadsheet-based template to estimate the incremental market value created by City approval of bonus units and compare that value to the public benefits offered by an applicant. Ms. Vitale explained that the framework treats bonus density as a discretionary public action that creates private value not available by right. The tool isolates the "unearned increment" created by the City's vote and applies standard real estate valuation methods, depending on project type, to estimate that value. A capture rate is then applied to

determine the City's minimum expectation for public benefits, with tiers ranging from development-friendly to public-first, reflecting market strength and the scarcity of remaining density pool units. The framework introduces the concept of a "Zone of Possible Agreement" (ZOPA), showing whether a proposed public benefits package falls within a range that meets the City's expectations while remaining financially feasible for the developer. The spreadsheet template allows staff to input project data, document and benchmark public benefits, align proposals with City strategic priorities, and generate a summary illustrating whether a proposal meets minimum thresholds. Ms. Vitale emphasized that the tool is an internal, staff-driven aid intended to improve consistency, transparency, and defensibility in negotiations, without replacing Commission discretion.

Discussion highlighted that while many jurisdictions have bonus density programs, St. Pete Beach is unique in its strict, unit-by-unit negotiation approach rather than relying on height, FAR, or other development concessions. Ms. Vitale advised that a companion written document with case studies will be provided to supplement the spreadsheet tool. TBRPC's assistance was appreciated and Commissioner Rzewnicki's leadership was noted in advancing the project. Discussion supported the framework, noting it provides a consistent, data-driven, and transparent method for evaluating bonus density requests, offers predictability for redevelopment and reinvestment, and reduces guesswork in negotiations. It's important to keep assumptions, benchmarks, and market data current, as the accuracy and usefulness of the tool will depend on regular updates by staff. Discussion confirmed the tool is intended to be a living document that staff can begin using now and continue refining over time, including during early discussions with applicants and throughout negotiations as public benefit packages evolve. Ms. Vitale explained that refinement will require collaboration across departments to ensure benchmarks reflect local costs and conditions. There was discussion of potential future enhancements, including the possibility of using the framework beyond the density pool context for other discretionary density approvals, and whether technology or data integrations, including AI tools, could assist with maintaining and updating assumptions. Ms. Vitale noted the template was intentionally built in a flexible, online format to allow for future integrations and data updates.

3. PUBLIC COMMENT

Russell Boring, 43rd Ave, criticized the Mayor's conduct at a recent League of Women Voters forum, alleged the Mayor has past financial/legal issues and improperly accessed the island post-storm to conduct home repairs, and urged residents to oppose the toll proposal and support another mayoral candidate.

City Attorney Brookes read the Rules of Decorum printed on the speaker cards.

Todd Webb, Belle Vista Dr, commended Scott Tate's post-storm community support and personal assistance after a family tragedy; expressed concern about the tone of the mayoral race; and requested improved civility, criticizing the mayor's name-calling at the forum.

Tracy McGaughey, S. Tessier Dr., shared disappointment with personal attacks at the forum, commended Scott Tate's professionalism and restraint, and criticized the current mayor's tone. She questioned a statement she characterized as false about performances at local resorts, raised concerns about unresolved drainage maintenance on her street, and asked for focus on solutions, facts, and respectful leadership.

Deb Schechner, Boca Ciega Isle Dr., requested the League forum recording be shared. She voiced concerns about the upcoming Thunder concert's impacts on shorebirds and sea turtle nests, asked for added Sheriff presence, continuous code enforcement, lighting controls, strict cleanup, confirmation that music/alcohol service end by 10 p.m., and consideration of ordinances to limit large beach concerts.

4. CONSENT

- a. Approval of the January 27, 2026 City Commission Meeting Minutes
- b. Approval of Engagement Letter – Municipal Finance Support Services (James Moore & Co.)

Motion: Commissioner Robinson moved, Commissioner Rzewnicki seconded, and the motion

carried 5-0 to approve the February 10, 2026 City Commission Consent Agenda, as presented.

5. ORDINANCES

a. **Final Reading of Ordinance 2025-24: Revising Code of Ordinances Chapters 131 & 132 Pertaining to Communication and Small Wireless Facilities** (Continued to February 24, 2026)

5. DISCUSSION (ADDED)

a. **Discussion of Ordinance 2025-24: Revising Code of Ordinances Chapters 131 & 132 Pertaining to Communication and Small Wireless Facilities** (Added)

The 2nd reading ordinance has been continued to March 9, 2026. The agenda was amended to have a discussion and public comment on this item.

Attorney Brookes advised that revised ordinance language (pages 81–83, and potentially page 84) was received from legal counsel the prior day, along with an expert report dated February 6, received after agenda packets had been distributed. These materials will be included in the next agenda packet. He provided a high-level overview of the key revisions, noting changes to setback language to ensure compliance with state law. The revised language clarifies that setbacks from property lines are based on site-specific aesthetic concerns, while establishing a minimum 30-foot setback from existing developed structures for structural safety purposes, with the option for applicants to request a variance. Additional revisions address the location of ground-mounted small wireless facilities, encouraging reasonable spacing while acknowledging that state statute prohibits cities from imposing minimum separation distances. The revisions are intended to avoid acting as an absolute prohibition, which is preempted by state statute, and to align the ordinance with the limited areas of regulation expressly allowed under Florida law, including traffic safety, sight lines, ADA compliance, FDOT utility accommodation standards, applicable codes, and objective design standards.

PUBLIC COMMENT

Lauren Mones, Pass-a-Grille, expressed frustration that the item was removed from the agenda, stating it could have been discussed and voted on with the revised language. She asserted that no substantive new information was received, reiterated support for a 30-foot minimum setback from residential property lines for small wireless facilities and requested the City to prioritize resident protections over telecommunications providers' objections.

Discussion included proposed wireless ordinance provisions, focused on setbacks and separation distances for small wireless facilities, and the constraints imposed by state preemption. Mr. Brookes explained that setbacks from property lines and minimum separation distances present the greatest legal risk, as Florida statute expressly limits a city's ability to impose minimum separation requirements. Drafting compliant language was described as "threading a needle," given statutory prohibitions on public hearings, limits on separation distances, and the risk that provisions could be deemed an unlawful prohibition. The City has been working through multiple meetings with counsel for resident stakeholders to identify defensible language acceptable to all parties. It was asked if the ordinance were legally challenged after adoption, enforcement could be stayed and whether legal defense costs would be covered by insurance. Mr. Brookes advised that insurance coverage would depend on the nature and timing of any lawsuit and could not be confirmed until a claim is filed. There was frustration with the volume and placement of wireless facilities within the City, concerns about public safety, aesthetics, residential impacts, and the lack of local control under state law. Comparisons were made to other barrier island communities with fewer facilities, and questioned why St. Pete Beach appears disproportionately impacted. Discussion highlighted the need for the City to be more vocal at the state level and to advocate for residents. Discussion included whether the ordinance could be divided to allow adoption of the largely uncontested provisions while deferring the setback and separation language. Mr. Brookes confirmed that this was possible, though separation and setback provisions could be addressed in a separate ordinance to avoid jeopardizing the remainder if challenged.

PUBLIC COMMENT (CONT.)

Ron Vignault, Pass-a-Grille, spoke in opposition to small wireless facilities, expressing concern about potential

health and safety impacts and criticizing state preemption and telecommunications companies. He urged the City to prioritize resident safety over statutory constraints and corporate interests and encouraged officials to take a firm stance on the issue.

Mayor Petrila said the City takes the issue seriously, highlighting the extensive time and meetings devoted to it, and emphasized the need to carefully craft an ordinance that provides strong resident protections and is defensible when addressing large telecommunications companies.

Kelly Lee McFrederick, E. Maritana Dr., stated that her neighborhood qualifies as historic and should be considered in tower siting decisions. She explained the 30-foot setback was based on a prior tower located about 24 feet from her home and was intended to keep facilities out of residential neighborhoods, with variances available as needed. She reported strong resident opposition based on neighborhood outreach and insisted the City adopt protections prioritizing residents.

Jack Rice, E. Maritana Dr., raised concerns about potential impacts to homeowners and property insurance. He stated that insurers may consider proximity to wireless towers when setting premiums. He said that towers located close to homes could result in higher insurance costs for residents and businesses and encouraged the City to consider these impacts when making decisions.

Deb Schechner, Boca Ciega Isle Dr., said the number of wireless towers may be tied to anticipated large-scale development and increased demand for service. She shared concern about towers being placed near homes and suggested they should be limited to hotel or commercial areas. Additional concerns were raised about broader impacts to health, infrastructure, and resources, and she said that protecting public health and safety should be a primary City responsibility.

Claudine Reece, E. Vina Del Mar, agreed with prior comments raising concerns about the influence of telecommunications companies and supported the consensus among residents. She supported moving the ordinance forward and noted that additional residents support the issue and are sharing their views with the City.

Matt Mucci, Lakeland, representative for AT&T stated he attended expecting the ordinance to move forward based on prior discussions and believed an agreement had generally been reached with the City. He was surprised the item was pulled and that new language was introduced, noting AT&T had not yet reviewed that language. He emphasized AT&T's willingness to work with the City and residents but stressed that any ordinance must comply with state law, which has guided AT&T's position throughout discussions.

Mayor Petrila clarified that the item was previously continued to allow adequate time for residents and the City Attorney to review ordinance language requested by the telecommunications companies. He said no agreement has been reached because no vote has occurred, and discussions have been ongoing through the City Attorney. He said the extended discussions are intended to allow all parties to review proposed changes, ensure legal compliance, and work toward an ordinance that provides meaningful protections for residents.

There was further discussion on options for advancing the wireless ordinance and minimize legal risk under state preemption. Attorney Brookes confirmed that the ordinance could be divided into two separate ordinances, allowing the City to address contested provisions independently while keeping the overall schedule intact. It was noted that prior comments from Verizon focused on vagueness rather than violations of state preemption, and that some intentional vagueness was necessary to avoid crossing statutory limits. AT&T had largely agreed to the ordinance language after detailed review, including provisions preserving private property rights and requiring compliance with all applicable building and safety codes. AT&T's primary objections related to minimum separation distances (previously 300 feet, later proposed at 500 feet) and a 30-foot setback from property lines, which they argued could function as an outright prohibition in many rights-of-way due to limited usable space. Recent revisions from citizen representatives proposed changing the setback standard to 30 feet from an existing structure rather than from property lines, which may be more defensible and less likely to prohibit installations outright. There was discussion on right-of-way widths, pole height limitations and the added challenges in

neighborhoods such as Pass-a-Grille with narrower separations. Mr. Brookes advised that separating the ordinance could allow adoption of the largely agreed-upon provisions while isolating setback and separation requirements into a second ordinance, reducing the risk that a legal challenge would invalidate the entire regulatory framework. Discussion included using the statutory negotiation period, discouraging installations in residential areas while encouraging them in hotel or non-residential districts, and relying on expert distinctions between coverage and capacity needs to inform negotiations.

Motion: Commissioner Rzewnicki moved, Commissioner Maldonado seconded, and the motion carried 5-0 to continue the second reading of Ordinance 2025-24 to February 24, 2026.

There was consensus to prepare a second ordinance to be considered for first reading on February 24, 2026.

6. ACTION ITEMS

a. Resolution 2026-04: Accepting the Finding of Necessity report for a proposed Community Redevelopment Area

A RESOLUTION OF THE CITY OF ST. PETE BEACH, FLORIDA, ACCEPTING THE FINDING OF NECESSITY REPORT PREPARED BY STANTEC CONSULTING SERVICES INC. FOR A PROPOSED COMMUNITY REDEVELOPMENT AREA; MAKING THE FINDINGS REQUIRED BY CHAPTER 163, PART III, FLORIDA STATUTES; FINDING THAT CONDITIONS OF BLIGHT EXIST WITHIN THE PROPOSED AREA; DECLARING RESILIENCY, INFRASTRUCTURE IMPROVEMENTS, HOUSING AND ECONOMIC DEVELOPMENT AS PRIMARY REDEVELOPMENT PURPOSES; DECLARING A NEED FOR A COMMUNITY REDEVELOPMENT AGENCY TO CARRY OUT THE PURPOSES OF CHAPTER 163, PART III, FLORIDA STATUTES; DIRECTING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE CREATION OF THE COMMUNITY REDEVELOPMENT AREA; AND PROVIDING FOR CONSTRUCTION, CORRECTION OF SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.

Attorney Brookes read Resolution 2026-04 in title only.

Laura Canary, Community Development Director, provided a high-level overview of the Community Redevelopment Agency (CRA) process and current status. She explained that the Finding of Necessity (slum and blight) study before the Commission represents the required first step in establishing a CRA under state law. If approved, the next phase would involve extensive stakeholder and community engagement to develop a community-driven redevelopment plan, which functions as a strategic vision rather than a regulatory document. Identified initiatives would later be implemented through updates to the Comprehensive Plan and Land Development Code. Ms. Canary emphasized the importance of coordination with Pinellas County, particularly regarding tax increment financing (TIF). Staff has initiated discussions with the County and Forward Pinellas, and further collaboration would occur following approval to align shared goals and understand County delegation criteria, contribution levels, CRA term length, and required midpoint reviews. She noted that development of the redevelopment plan may require issuance of an RFP, which would return to the Commission for direction once costs are defined. She outlined anticipated steps including community workshops, stakeholder engagement, preparation and Commission adoption of the redevelopment plan, County delegation of authority, and adoption of a redevelopment trust fund ordinance establishing CRA terms and funding structure. Ms. Canary addressed common concerns regarding the "slum and blight" terminology, noting that CRAs do not negatively impact property values and highlighting successful examples statewide and locally. She encouraged reference to the Florida Redevelopment Association for additional context. She noted that the proposed CRA would be unique in its strong focus on resiliency and infrastructure, developed in close partnership with Public Services staff, with TIF intended as a key funding source for infrastructure and resiliency investments.

Matt Lewis, Stantec, presented the Finding of Necessity (slum and blight) study supporting an infrastructure- and resiliency-focused Community Redevelopment Agency (CRA) for St. Pete Beach. He explained that a Finding of Necessity is a data-driven, statutory first step that identifies objective conditions contributing to

slum/blight and noted that Florida's CRA framework evolved from older urban renewal programs toward targeted reinvestment rather than demolition. Mr. Lewis described St. Pete Beach's unique challenges as a small, barrier-island city experiencing disproportionate tourism-driven demand on infrastructure and services relative to its permanent population. He stated the City's geography and Evacuation Zone A exposure make the community highly vulnerable to storm surge and repetitive storm impacts, with limited redundancy and higher costs to build and rebuild resilient infrastructure. He also highlighted demographic vulnerability, noting a large senior population, and discussed how limited access to basic goods and services increases impacts for residents.

Mr. Lewis reviewed how the proposed CRA boundary was developed using storm surge/inundation vulnerability mapping and documented infrastructure damage from 2024 storms, highlighting heavy impacts in downtown and the tourist/resort areas. He stated the boundary is intended to help capture value from tourism activity and reinvest it locally to address infrastructure and resiliency needs. He summarized statutory criteria and stated the study found the area meets multiple factors under FS 163.340(7) and (8), including: inadequate sanitation/open space and conditions endangering life/property; defective or inadequate streets/transportation facilities; unsanitary/unsafe conditions; deterioration of site improvements; higher vacancy indicators and economic decline; and an older building stock more vulnerable to code issues. He cited specific storm-related infrastructure impacts, including damage to wastewater and lift station assets and widespread utility-related damage points, and noted indicators such as increased code violations after storms and reduced sales activity as signs of post-storm deterioration and economic stress.

Mr. Lewis provided examples of other communities using CRA/TIF-type tools to support resiliency-related projects and noted that resiliency investments can serve multiple purposes, like parks that also provide flood mitigation. He referenced prior local planning efforts, including the Corey Avenue Vision Plan and special planning areas in the Comprehensive Plan, as foundations for the downtown portion of the CRA. Mr. Lewis stated the study supports a legislative finding that CRA designation is necessary in the interest of public health, safety, and welfare, and explained that, if approved, the next step would be development of a community-driven redevelopment plan that is realistic and implementable, focusing on investments that improve infrastructure, resiliency, and the City's ability to recover more quickly after disasters.

Commission discussion focused on how a proposed infrastructure- and resiliency-focused CRA would function, what the boundary captures, and how the process would move forward. Commissioners asked whether historically designated areas would be affected. It was confirmed that historic areas can be included within a CRA and would be considered during plan development; resiliency improvements would need to be designed sensitively to protect historic character while improving resilience. Discussion included asking whether several documented conditions, like revenue decreases, are typical after any natural disaster. Mr. Lewis agreed disasters commonly cause revenue loss and business closures and emphasized the purpose of the CRA approach is not to prevent disasters, but to support investments that help the community recover more quickly, which is important given St. Pete Beach's role in the County's tourism economy. Commissioners also asked why some areas were included and others excluded. Mr. Lewis explained the boundary was designed to: (1) include areas most likely to generate TIF revenue (primarily non-residential and less likely homesteaded), (2) include key economic drivers and adopted planning areas (including the Corey Avenue/downtown core), and (3) capture coastal/tourism districts and infrastructure hot spots most impacted by recent storms. Clarification was provided that the boundary includes the downtown core and resort/hotel areas, including businesses along Blind Pass, while excluding most residential areas outside those districts. Discussion continued with inquiry as to why prior CRA efforts did not reach completion and what is different now. Ms. Canary explained multiple factors. Pinellas County adopted CRA delegation criteria beginning around 2019 and memorialized them in 2021. Several County CRAs were nearing statutory time limits, prompting the County to standardize review and alignment criteria. The recent storms made infrastructure and resiliency needs more visible and urgent, supporting clearer documentation of conditions. She also highlighted St. Pete Beach's significance to the County's tourism economy and described the effort as more of a "community rebuilding" initiative. Property values are not expected to decline and may increase with successful reinvestment.

Discussion included inquiries about the boundary excluding the southern portion of the City and whether boundaries must be contiguous. Ms. Canary confirmed CRA areas must be contiguous and noted statutory/County limits, including a cap that a CRA cannot exceed 80% of the City's geographic area. She said the intent is to start strategically with the core area and potentially consider future expansion or additional districts, noting implications for base year calculations and trust fund structure. Questions were raised about the 80% threshold relative to the current proposal, and discussion on potential long-term considerations for including additional historic and boutique hotel areas, while noting the need to keep an approvable scope. Ms. Canary confirmed the current proposal is well below the 80% limit, and that there is flexibility to refine boundaries before finalizing, but recommended a strategic, phased approach.

Commissioners discussed the importance of using tourism contribution data and the CRA framework to help advocate with Pinellas County for reinvestment in St. Pete Beach. Ms. Canary noted CRA revenue is reinvested within the generating area and described the value of identifying "champions" and aligning County criteria to better account for coastal hazard/resiliency needs. A question was raised regarding preliminary revenue projections. Ms. Canary stated formal projections were not yet completed, but referenced a rough early estimate based on total taxable value within the boundary and a conservative annual growth assumption; she indicated more detailed TIF scenarios would be presented during the next phases, including differing County contribution tiers and timeframes.

Commissioners asked where the City is in the process and when community engagement occurs. Ms. Canary said the Finding of Necessity is the initial step. Next steps include seeking Commission authorization to proceed with development of the redevelopment plan, coordinating with Pinellas County, and, if needed, issuing an RFP for plan preparation. She said community engagement begins at the start of the redevelopment plan process. She noted that if County approval is not granted, the work would still inform Comprehensive Plan/LDC updates and other potential TIF approaches, and the City could pivot to alternative funding/structure options.

PUBLIC COMMENT

Gregory Premer, Moody St., encouraged revisiting the CRA effort and suggested softening terminology such as "blight" and "slum" to improve community support. He referenced prior planning efforts for Corey Avenue and emphasized the importance of hotels to the City's tourism economy, noting that while many condominiums have been built over the years, no new hotels have been constructed. He expressed concern that reinvestment in hotels has lagged and stated support for moving the CRA forward to strengthen the City's long-term economic vitality.

Deb Schechner, Boca Ciega Isle Dr., said the prior CRA effort failed due to concerns over eminent domain and expressed opposition to using CRA funds to benefit hotels. CRA resources should focus on residential neighborhoods, infrastructure, housing improvements, streetscapes, traffic, parking, and small businesses, not large hotels. She noted potential negative impacts such as increased short-term rentals and lack of enforcement. The city should consider a CRA only if it includes strong safeguards, clear boundaries, and restrictions to ensure funds benefit residents.

Kathy Garchow, Casablanca Ave., asked why the Don CeSar Hotel area was not included in the proposed mapping and suggested it could be considered in the future due to its significance to the community. She noted the site's location on the Don CeSar plat and related vulnerabilities, including impacts to the nearby boat ramp, and suggested it may be a relevant area to evaluate as planning efforts move forward.

Mayor Petrila noted the City's identified \$213 million infrastructure need and thanked City staff, the University of Florida, and the Commission for advancing efforts to address it. He highlighted the importance of securing additional revenue, potentially generating \$2.5 million or more annually, to help fund infrastructure improvements over time. The City is committed to working with County Commissioners and leveraging existing relationships to move the effort forward, highlighted the need for responsible redevelopment and economic revitalization following recent storms, and expressed support for continued community engagement through town halls and public discussions as the process continues.

Motion: Mayor Petrila moved, Vice Mayor Marriott seconded, and the motion carried 5-0 to adopt Resolution 2026-04.

b. Resolution 2026-01: Vacating a three-foot easement located at the rear of Lots 5 and 6 of Block C of Sunset Park Replat as recorded in Plat Book 18, Page 6, of the Public Records of Pinellas County, Florida (103 24th Avenue) (Continued from the January 27, 2026 City Commission meeting)

A RESOLUTION OF THE CITY OF ST. PETE BEACH VACATING A THREE-FOOT PLATTED EASEMENT AT THE REAR OF LOTS 5 AND 6 OF BLOCK C OF SUNSET PARK REPLAT, RECORDED IN PLAT BOOK 18, PAGE 6, OF PINELLAS COUNTY PUBLIC RECORDS, LOCATED WITHIN THE PROPERTY BOUNDARIES OF 103 24TH AVENUE; AND PROVIDING FOR CONSTRUCTION, CORRECTION OF SCRIVENER'S ERROR, AND AN EFFECTIVE DATE.

Attorney Brookes read Resolution 2026-01 in title only.

Brandon Berry, Senior Planner, reported that there have been no changes to the resolution since the prior meeting when the item was continued. Since that time, a building permit has been issued to relocate the sewer line, which will remain on the subject property and be moved to the east side adjacent to the neighboring lot. The property owner has recorded a license agreement, reviewed by the City Attorney, to preserve sewer access to the rear manhole for neighboring residents. Attorney Brookes confirmed that the agreement adequately protects the City's interests.

PUBLIC COMMENT

Michael Pezza, owner, thanked staff for the update and explained the background of the request related to sewer infrastructure affecting his property. He and his family are willing to fully fund the necessary sewer work to avoid impacts to neighboring properties. He described the history of the issue since purchasing the home, decisions made following recent storms, and plans to relocate the existing house so the lot can be vacated and redeveloped. He appreciated staff assistance and requested approval to allow the project to move forward and proceed with plans for a new, appropriately scaled home consistent with the neighborhood.

Motion: Commissioner Maldonado moved, Rzewnicki seconded, and the motion carried 5-0 to adopt Resolution 2026-01.

7. ITEMS FOR DISCUSSION

a. 3x permit fees (Added)

Commissioner Robinson raised concerns about the upcoming enforcement of triple permit fees for after-the-fact permits related to unpermitted hurricane repair work, scheduled to take effect February 16. Prior notifications did not clearly state that triple fees could apply and communication to residents has been confusing and insufficient, particularly with overlapping notices from the City and Pinellas County. There was support for extending the compliance period and establishing an amnesty period through June 30, consistent with Pinellas County and other municipalities. Under this approach, residents who completed unpermitted hurricane-related repairs would be encouraged to come forward, obtain required permits, and pay standard permit fees without being subject to the triple-fee penalty. This would apply only to hurricane-related repairs and not to unrelated or knowingly unpermitted construction. City Manager Robustelli said the City's intent has been to achieve compliance rather than impose penalties and that situations vary. Approximately 250 property owners have not responded to prior notices, though not all have completed unpermitted work. Commissioners stressed the importance of additional outreach and clearer messaging to reduce confusion and encourage compliance. Commissioners agreed to personally assist residents identified in their districts. Staff requested clarification on how to handle cases identified through inspections or complaints versus voluntary disclosures. There was consensus to provide an amnesty from triple permit fees through June 30 for unpermitted hurricane-related work, provided the resident voluntarily comes forward to obtain the required permits. Properties that become code enforcement cases would not be eligible for the amnesty.

b. Mike Twitty Presentation scheduled for February 24, 2026 (Added)

Commissioner Robinson said Pinellas County Property Appraiser Mike Twitty has agreed to attend the February 24 meeting to provide a presentation. His presentation will address the condition status letters sent to property owners, FEMA wind mitigation issues for 2025, and the 100–110% rebuild provisions. If Mr. Twitty is called to Tallahassee, a representative from his office will attend in his place. She announced that the Property Appraiser’s Office will host an educational presentation on Thursday, February 12, at noon at the South County Building, 2500 34th Street North. The session will be streamed and recorded and will cover exemptions, condition status letters, and related topics. A registration link will be provided to the City Manager for posting on the City’s website. She encouraged the Commissioners to review storm-related information and FAQs available on the Pinellas County Property Appraiser’s website in advance of the February 24 meeting, including information on repairs, replacement, damaged or destroyed property, and assessed value increases or decreases. Questions and concerns can be compiled for discussion with Mr. Twitty, particularly regarding property valuation impacts following storm damage.

c. Historic Designation (Added)

Commissioner Robinson requested commissioners promote historic designation within their districts, particularly to homeowners who may still be undecided. Any home 50 years old or older is eligible to apply, there is no cost to apply, and designation can be especially beneficial for properties that are not being elevated. Historic homes add value and preserve the character of the community. She can host an additional public workshop on historic designation, if there is interest, having held a previous workshop at the library.

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

Renee Rose, City Clerk – no report

Frances Robustelli, City Manager – no report

City Attorney Brookes – no report

Commissioner Maldonado – no report

Commissioner Rzewnicki – She reported ongoing efforts to expand volunteer programs and noted interest from a group of residents in the Belle Vista area who want to organize a trash pickup along Gulf Boulevard. The group expressed pride in the community and a desire to help improve the appearance ahead of the spring season. Several local businesses have expressed interest in participating in similar cleanup efforts along the beach side.

Commissioner Robinson – She announced upcoming library events, including a presentation on Florida’s Highwaymen by Elizabeth Britt on February 11, a feature film screening of *Roofman* at noon on February 13, and a Valentine’s event with the St. Pete Sax Quartet on February 13.

Vice Mayor Marriott – She reported that a “Beer with a Commissioner” event will be held at Mastry’s Brewing on February 17. She also noted that a new small grocery store, Beach Meats, recently opened on Gulf Boulevard and encouraged the public to visit.

Mayor Petrila – He reported a recent increase in new business openings and reopenings in St. Pete Beach, highlighting several new establishments and others completing renovations, and expressed appreciation for the renewed business activity and support for local businesses.

Mayor Petrila adjourned the meeting at 9:33pm.

MINUTES APPROVED: FEBRUARY 24, 2026

RENEE ROSE
CITY CLERK

ADRIAN PETRILA
MAYOR

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

Agenda Report

Agenda Title Name: Authorize the City Manager to execute the Continuing Contract for Professional Design Services with George F Young of Florida, Inc. for three years.

Action Request: Motion to authorize the City Manager to execute a Continuing Contract for Professional Design Services with George F Young of Florida, Inc. for three years

Strategic Objective: Operational Excellence

Date: February 24, 2026

Prepared By: Camden Mills, Public Services Director

Through: Frances Robustelli, City Manager

Summary of Issue: The City publicly advertised a Request for Qualifications (RFQ) for Engineering and Consulting Services, and a total of 29 firms submitted proposals for evaluation on May 6, 2025. The City's RFQ evaluation committee recommended 7 firms for continuing contracts to support budgeted capital improvement projects throughout the City. George F Young of Florida, Inc. was selected to provide services related to survey, Americans with Disabilities Act (ADA) compliance, soil and materials.

This contract shall expire three (3) years after the effective date and may be extended for up to two (2) additional one (1) year periods.

Funding: Task orders will be issued project by project on an as-needed basis, subject to budgeted funds, within the Consultant's Competitive Negotiation Act (CCNA), established under Florida Statute 287.055.

Attachments: 1. George F Young Agreement

CITY OF ST. PETE BEACH, FLORIDA
Continuing Contract for Professional Design Services

**GEORGE F. YOUNG OF FLORIDA, INC.-Survey, ADA, and Soil and
Materials**

This is a Contract (the “Contract”) entered into by and between the City of St. Pete Beach (hereinafter "CITY") and George F. Young of Florida, Inc. (hereinafter "CONSULTANT"). The CITY and CONSULTANT together shall be referred to as the “Parties.”

WHEREAS, the CITY desires to retain the CONSULTANT to perform Continuing Professional Design Services- Survey, ADA, and Soil and Materials for the CITY, more fully described below in the “scope of services” section.

WHEREAS, the CITY desires to employ the CONSULTANT for the Continuing Professional Design Services- Survey, ADA, and Soil and Materials and other services upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing such services upon such terms and conditions.

WHEREAS, the CONSULTANT has been selected to perform these professional services pursuant to the provisions of the “Consultants’ Competitive Negotiation Act” in Section 287.055; Florida Statutes, and all applicable CITY rules, regulations and policies.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1 – GENERAL.

- 1.1 The above recitals are true and correct, and incorporated as part of this Contract.
- 1.2 CONSULTANT shall be defined herein to include all principals of the firm of, including full time employees, professionals or otherwise, and all servants, agents, employees and/or subconsultants retained by the CONSULTANT to perform its obligations hereunder. Subconsultants shall be reviewed and approved by the CITY prior to Notice to Proceed with their prospective work assignments.
- 1.3 “Professional services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

- 1.4 Prior to the start of any work under this Contract, the CONSULTANT will have submitted to the CITY a detailed resume of key engineering personnel that will be involved in performing services requested by the CITY. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time hereafter that the CONSULTANT desires to change the key personnel in an active assignment, it shall submit the qualifications of the new personnel to the CITY for prior approval. Key personnel shall include principals-in-charge, project managers and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform service under this Contract for durations of one (1) week or less.
- 1.5 The CONSULTANT acknowledges that the CITY has retained other consultants, engineering and otherwise, and the coordination between said consultants and the CONSULTANT may be necessary from time to time for the successful completion of the Assignments. The CONSULTANT agrees to provide such coordination as necessary within the Scope of Services.
- 1.6 The CONSULTANT 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 Contract.
- 1.7 The CONSULTANT will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of the Assignment.
- 1.8 Requirements for sealing all plans, reports and documents prepared by the CONSULTANT shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.9 This Contract 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 Contract shall be the date this Contract has been executed by all parties.

SECTION 2 – SCOPE OF SERVICES.

- 2.1 The CONSULTANT shall diligently and in a professional and timely manner perform the work included in the Scope of Services as listed generally in the Request for Qualifications (RFQ) attached and incorporated in this Contract as Exhibit A. Unless modified in writing by the parties hereto, duties of the CONSULTANT shall not be construed to exceed those services specifically set forth herein.
- 2.2 GENERAL. The CONSULTANT agrees to perform those services described in Exhibit A – RFQ, dated 3/19/2025, which is attached hereto and made a part hereof.
- 2.3 ADDITIONAL SERVICE. The CITY and the CONSULTANT agree that there may be certain additional services required to be performed by the CONSULTANT during the

performance of the Scope of Services that cannot be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as Task Orders and shall be undertaken only under terms of formal amendments to this Contract.

- 2.4 **TASK ORDERS.** Additional services to be provided by the CONSULTANT shall be authorized in writing as Task Orders. Task Orders to be provided shall be prepared on the form delineated as Exhibit B - which is attached hereto and made a part hereof. Each Task Order shall include: a detailed description of the work to be performed; a schedule of completion (including phases) for the work authorized; and the amount and method of compensation. Task Orders shall be dated and serially numbered annually. The Task Orders may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this contract.
- 2.5 The CITY Manager or his/her designee may authorize Task Orders for services under this continuing contract, which are equal to or less than limits prescribed for Continuing Contracts under the provision of F.S. 287.055(g) or limits set by the CITY's rules, regulations, and policies. Professional fees under such specified Task Orders shall be based on a written proposal from the CONSULTANT as may be requested in writing by the CITY's designated representative, who shall process the proposal through the appropriate departments at the CITY. A single unitary task may not be divided into more than one task for the purpose of qualifying for authorization hereunder. Nothing in this paragraph is intended to limit any other rights, responsibilities, and duties of the parties under any other provision of this continuing contract.

SECTION 3 – CITY'S RIGHTS AND RESPONSIBILITIES.

The CITY shall provide the service described below in a timely fashion at no cost to the CONSULTANT:

- 3.1 Furnish the CONSULTANT with existing data, records, maps, plans, specifications, reports, fiscal data and other information that is available in the CITY's files, necessary or useful to the CONSULTANT for the performance of the assignment. All of the documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the assignment to be performed by the CONSULTANT.
- 3.2 Make CITY personnel available when required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the CONSULTANT to enter upon the project lands as required for the CONSULTANT within a reasonable time, to perform surveys, observations and other work as necessary to complete the assignment.

- 3.4 Examine all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and render written decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- 3.5 Transmit instructions, relevant information and provide interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- 3.6 Give prompt written notice to the CONSULTANT whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope of timing of the CONSULTANT's services or becomes aware of any defect or changes necessary in the work of the CONSULTANT.
- 3.7 Arrange for submission of necessary permits/applications to governmental bodies as prepared by the CONSULTANT.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the assignment not covered under the assignment.

SECTION 4 – COMPENSATION.

- 4.1 GENERAL. Compensation to the CONSULTANT for services performed pursuant to this Contract shall be in accordance with the following method or compensation, as defined and indicated a the "Lump Sum Method."

The type and amount of compensation for each Task Order shall be described on the Task Order form included in "Exhibit B."

4.2 LUMP SUM METHOD

- a. Lump Sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, subconsultants' and specialist costs), for the services to be provided in the Task Order unless there is a change in the scope of the work, or other conditions stipulated in the Task Order, and the Task Order is modified by both the CITY and CONSULTANT to reflect the change(s) by formal amendment to this Contract.
- b. Payment to the CONSULTANT for services performed under a Task Order under the Lump Sum Method shall be monthly in proportion to the percentage of work completed during the month as proposed by the CONSULTANT and accepted by the CITY.

- 4.3 INVOICE PROCESSING-Invoices received by the CITY will be processed for payment within thirty (30) days of receipt of invoice. CONSULTANT will be notified of questionable items contained in the invoices within fifteen (15) days of receipt by the

CITY with an explanation of the deficiencies. The CITY will make an effort to resolve all questionable items contained in the CONSULTANT's invoices within thirty (30) days of receipt of the invoices by the CITY. At the end of the thirty (30) day period, the CITY shall pay the CONSULTANT the invoice amount less any unresolved questionable items. Invoices are to be forwarded directly to the initiating CITY representative.

4.4 **PAYMENT IN THE EVENT OF CONTRACT TERMINATION OR SUSPENSION.** In the event that a Task Order or this Contract is terminated or canceled, or the CONSULTANT's services suspended on a Task Order or this Contract, prior to completion, payment shall be made in accordance with the provisions of this Contract.

4.5 **ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT.** If instructed to do so by CITY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. The additional compensation shall be requested by the CONSULTANT on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the assignment by formal amendment or Task Order to this Contract.

SECTION 5 - WORK COMMENCEMENT/IMPLEMENTATION SCHEDULE/LENGTH OF CONTRACT.

5.1 **WORK COMMENCEMENT.** The CONSULTANT shall commence work on each authorized Task Order within ten (10) days after receipt by the CONSULTANT of a written Notice-To-Proceed from the CITY's Designated Representative. If the CONSULTANT fails to commence work within the ten (10) day period, then the CITY shall have the right to seek other firms for the Assignment, unless the delay is due to no fault of the CONSULTANT.

5.2 **IMPLEMENTATION SCHEDULE.** The CONSULTANT must complete its work in accordance with the time schedule specified in the applicable Task Order/Assignment. In the event the work of the CONSULTANT is delayed due to no fault of the CONSULTANT, which delays the completion of any Task Order of the Assignment, the CONSULTANT is entitled to an appropriate extension of the contract time for the specific Task Order. Additional compensation to the CONSULTANT will be negotiated to the mutual agreement of the CITY and the CONSULTANT in the event such delay causes any Task Order's costs to increase for reasons beyond the CONSULTANT's control.

5.3 **TERM.** This Contract shall expire three (3) years after the effective date of this Contract and may be extended for up to two (2) additional one (1) year periods, not to exceed five (5) years maximum, upon written mutual consent of the CITY and the CONSULTANT.

5.4 **CONTINUING CONTRACT.** In accordance with 287.055 (g), this is a "continuing contract" for professional services entered into in accordance with all procedures of this act between the CITY and the CONSULTANT, whereby the CONSULTANT shall

provide professional services to the CITY for projects in which construction or professional costs do not exceed the statutory limitations imposed. Additionally, the CONSULTANT shall provide for work of a specified nature as outlined in Exhibit A of this Contract as required by the CITY.

SECTION 6 - CITY'S "DESIGNATED" REPRESENTATIVE.

- 6.1 GENERAL. The CITY hereby designates the CITY Manager or his/her designee to represent the CITY in all matters pertaining to and arising from the work and performance of this contract. The CITY Manager or designee shall have the following responsibilities:
- a. Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
 - b. Transmission of instructions, receipt of information and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
 - c. Giving prompt written notice to the CONSULTANT whenever the CITY observes, or otherwise becomes aware of, any defects or changes necessary in the project.
 - d. Following the CONSULTANT's preparation of any necessary applications to governmental bodies, to arrange for submission of all applications.
 - e. When appropriate, authorizing Task Orders equal to or less than limits prescribed for Continuing Contracts pursuant to the provisions of FS 287.055(g) and applicable rules, regulations, r policies of the City.

SECTION 7 - CHANGES IN SCOPE.

- 7.1 The CITY or the CONSULTANT may request changes in the Scope of Services of a Task Order. Such change(s), including any increase or decrease in the amount of the CONSULTANT's compensation for any Task Order pursuant to this Contract, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated by written formal amendment.

SECTION 8 - TERMINATION OF CONTRACT.

- 8.1 TERMINATION BY CITY FOR CAUSE. The CITY may terminate this Contract for any one or more of the following reasons:
- a. If adequate progress on any phase of the assignment is not being made by the CONSULTANT as a direct result of the CONSULTANT's failure to perform.

- b. The quality of the services performed by the CONSULTANT is not in conformance with commonly accepted design codes and standards, standards of the CITY and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment.
- c. The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT.
- d. The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors.
- e. The CONSULTANT violates the Standards of Conduct provisions of this Contract herein.
- f. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
- g. Sub-standard or non-performance of Agreement.
- h. The City wishes to terminate at any time and for any reason, upon giving sixty (60) days prior written notice to the CONSULTANT.

8.2 TERMINATION BY CONSULTANT FOR CAUSE. The CONSULTANT may cancel this Contract for the following reasons:

- a. The CITY fails to meet its obligations and responsibilities as contained in the sections of this Contract describing the CITY's Rights and Responsibilities.
- b. The CITY fails to pay the CONSULTANT in accordance with this Contract.
- c. In the event of either of the causes described in this Contract, the CONSULTANT may send a certified letter requesting that the CITY show cause why the Contract should not be terminated. If adequate assurances are not given to the CONSULTANT within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONSULTANT may consider the CITY to be in default, and may immediately terminate this Contract.

8.3 TERMINATION BY CITY WITHOUT CAUSE. Notwithstanding any other provision of this Contract, the CITY shall have the right at any time to terminate this Contract in its entirety without cause, or terminate by specific Assignment without cause, provided that ten (10) days prior written notice is given to the CONSULTANT of the CITY's intent to terminate. In the event that a Task Order is terminated, The CITY shall identify the specific Task Order(s) being terminated and the specific Task Order(s) to be continued to completion pursuant to the provisions of this Contract. This Contract will remain in full

force and effect as to all authorized Task Orders which are to be continued to completion under this type of arrangement.

- 8.4 PAYMENT IN THE EVENT OF TERMINATION. In the event this Contract or any Assignment is terminated or canceled prior to final completion without cause, payment for unpaid portion of the services provided by the CONSULTANT to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the CONSULTANT. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional direct costs to be incurred by the CITY due to such default.

8.5 ACTION FOLLOWING TERMINATION

- a. Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.
- b. In the case of the CITY terminating the CONSULTANT, the CONSULTANT shall within ten (10) days or any extension thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the CONSULTANT in performing the Services under this Contract, regardless of whether the work on such documents has been completed or is in progress and said documents shall remain the property of the CITY. Notwithstanding the foregoing, the CONSULTANT shall not be held liable for the accuracy or reliability of any partially completed work delivered in accordance with this provision.

8.6 SUSPENSION

- a. The performance of the CONSULTANT's service under any provision of this Contract may be suspended by the CITY at any time. In the event the CITY suspends the performance of the CONSULTANT's services hereunder, the CITY shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by the CONSULTANT, and CITY shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONSULTANT for the suspended services unless and until the CITY notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed. Upon receipt of written notice from the CITY that the CONSULTANT's services hereunder are to be resumed, the CONSULTANT shall complete the services of the CONSULTANT called for in this Contract and the CONSULTANT shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the CONSULTANT under this Contract, same to be payable at the times and in the number specified herein. In no event will the compensation

or any part thereof become due or payable to the CONSULTANT under this Contract unless and until the CONSULTANT has attained that state of work where the same would be due and payable to the CONSULTANT under the provisions of this Contract.

- b. If the aggregate time of the CITY's suspension(s) of the CONSULTANT's Services under any Task Order of this Contract exceeds sixty (60) days, then the CONSULTANT and the CITY shall, upon request of the CONSULTANT, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed and the total compensation paid to the CONSULTANT hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the CONSULTANT for the balance of the Services to be performed hereunder. No increase in compensation to the CONSULTANT shall be allowed unless it is based upon clear and convincing evidence of an increase in the CONSULTANT's costs attributable to the aforesaid suspension(s).

SECTION 9 - CLAIMS AND DISPUTES/REMEDIES.

- 9.1 CLAIMS AND DISPUTES. Any claims, disputes and/or matters in question between the parties arising out of or relating to this Contract, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees not to make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of this Contract.
- 9.2 REMEDIES. Except as provided in Section 9.1 herein, all claims, disputes and/or matters in question between the CITY and the CONSULTANT arising out of or relating to this Contract, or the breach of it will be decided by Mediation if the parties hereto mutually agree, or in a court of competent jurisdiction. Venue for any dispute or formal litigation concerning this contract shall be in the appropriate court with territorial jurisdiction over the City of St. Pete Beach, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

SECTION 10 - INDEMNITY AND INSURANCE.

- 10.1 GENERAL. To the fullest extent permitted by Florida law, the CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the Consultant in the performance of the contract.

10.2 INSURANCE. The CONSULTANT will possess or obtain and continuously maintain the following insurance coverage, from a company or companion authorized to do business in the State of Florida, and will provide Certificates of insurance to the CITY, evidencing such insurance, within fifteen (15) days following the CONSULTANT's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision, which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior written notice will be given to the CITY. Specific insurance requirements may include:

- a. WORKER'S COMPENSATION. The CONSULTANT must provide Worker's Compensation for all employees at the site location, and in case any work is subcontracted, will require the Subcontractor to provide Worker's Compensation for all of its employees.
- b. COMMERCIAL GENERAL LIABILITY. The CONSULTANT must provide coverage for all operations as detailed in the Scope of Services including, but not limited to, Contractual, Products and completed Operations and Personal Injury. The limits will be not less than \$2,000,000 Combined Single Limit (CSL) or its equivalent.
- c. AUTOMOBILE LIABILITY. The CONSULTANT must provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000 CSL or its equivalent.
- d. PROFESSIONAL LIABILITY INSURANCE. Annual Professional Liability Insurance must be maintained with coverage in an amount as detailed in the City of St. Pete Beach Request for Qualifications (RFQ) titled "Engineering and Consulting Services". Said Professional Liability Insurance shall provide for all sums which the CONSULTANT shall be obligated to pay as damages for claims arising out of negligent performance by the CONSULTANT, or any person or subcontractor employed by the CONSULTANT, in conjunction with this Contract. This insurance shall also be maintained for a minimum of three (3) years after completion of the CONSULTANT's services and/or construction and acceptance of the facilities designed by the CONSULTANT under the scope of this Contract including any amendment thereto.
- e. CERTIFICATES OF INSURANCE. The CONSULTANT shall furnish all Certificates of Insurance forwarded directly to the following:

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

with information copied to the Designated Representative identified in this Contract. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification required by these provisions.

SECTION 11 - NEGOTIATION DATA.

11.1 The CONSULTANT hereby certifies, covenants and warrants that accounting documentation and supporting data which has established compensation provided for in this Contract are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Contract. It is further agreed that the CONSULTANT's compensation under this Contract may be adjusted to exclude any significant sums where the CITY determines the CONSULTANT's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Contract. Records of costs incurred under the terms of this Contract shall be maintained and made available to the CITY during the period of this Contract and for five (5) years after final payment is made.

11.2 Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Contract shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 12 - OWNER OF DOCUMENTS.

12.1 It is understood and agreed that all documents, including detailed reports, plans, original drawings, survey field notebooks and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the CONSULTANT. The CONSULTANT shall retain reproducible copies of all Documents for its files at Direct Reimbursable Cost. All Documents including drawings prepared by the CONSULTANT pursuant to this Contract are instruments of service in respect to the services described in the Assignment. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to the CONSULTANT; and the CITY shall indemnify to the maximum extent permitted by law and hold harmless the CONSULTANT from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the CONSULTANT will entitle the CONSULTANT to further compensation at rates to be agreed upon by the CITY and the CONSULTANT.

12.2 Any Documents given to or prepared or assembled by the CONSULTANT and its subcontractors under this Contract shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

12.3 The CONSULTANT may maintain copies of all work performed under this Contract for the CITY.

12.4 The CONSULTANT shall not publish any information concerning this project without the prior written consent of the CITY.

12.5 The CONSULTANT should abide by the Florida Public Records law, more fully described in “Exhibit C.”

SECTION 13 - STANDARDS OF CONDUCT.

13.1 CONSULTANT EMPLOYEES. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making of this Contract.

13.2 EMPLOYMENT ELIGIBILITY. The Consultant 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. Consultant agrees to comply with all applicable portions of Fla. Stat. 448.095. Contractor must use the U.S. Department of Homeland Security’s E-Verify System, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.
- b. Subcontractors (i) Consultant 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 Consultant 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) Consultant shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Consultant 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 Consultant’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. Consultant 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 Consultant, the Consultant may not be awarded a public agreement for a period of one (1) year after date of termination.

- 13.3 **CONSULTANT COMPLIANCE WITH LAWS.** The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.
- 13.4 **CONFLICT OF INTEREST.** The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of the Contract will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as Justification for immediate termination of this Contract under the provisions of Section 8.1.
- 13.5 **REMOVAL OF EMPLOYEE.** The CITY is empowered to require the CONSULTANT to remove any employee or representative of the CONSULTANT from working on this Assignment which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the CONSULTANT in writing of the CITY's objections prior to the CONSULTANT's removal of any employee or representative.
- 13.6 **PUBLICATION.** The CONSULTANT shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 14 - ACCESS TO RECORDS/AUDIT.

- 14.1 **RECORDS MAINTENANCE.** The CONSULTANT shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting practices. The CONSULTANT shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Contract. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents and other evidence for inspection, audit and copying. Copying of CONSULTANT's books, records, documents, time records and cost accounts and other evidence shall be at the CITY's expense.
- 14.2 **ACCESS TO RECORDS.** The CONSULTANT shall maintain and allow access to the records required under this Section for a period of five (5) years after the completion of the services provided under this Contract and date of final payment for said services, or date of termination of this Contract as may have been exercised under the terms of this Contract.

SECTION 15 - CODES AND DESIGN STANDARDS.

- 15.1 All of the services to be performed by the CONSULTANT shall in the minimum be in accordance with commonly accepted design codes and standards, standards of the CITY and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Contract. The CONSULTANT shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Contract. Any new codes or requirements becoming effective subsequent to the effective date of this Contract that require an additional level of effort to be performed by the CONSULTANT beyond that covered under the scope of this Contract shall be subject to negotiation for an increase in scope and compensation by an amendment to this Contract.

SECTION 16 - ASSIGNABILITY

- 16.1 The CONSULTANT shall not sublet, assign or transfer any interest in this Contract, without prior written approval of the CITY, provided that claims for the money due or to become due the CONSULTANT from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 17 - CONTROLLING LAWS

- 17.1 This Contract is to be governed by the laws of the State of Florida.

SECTION 18 - FORCE MAJEURE

- 18.1 Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 19 - EXTENT OF CONTRACT

- 19.1 This Contract, together with the RFQ titled "Engineering and Consulting Services" (issued 3/19/2025), the proposal submitted 4/23/2025, and the Exhibits hereinafter identified and listed in this Section 19, incorporated herein and made a part hereof by this reference, constitute the entire Agreement between the CITY and the CONSULTANT and supersede all prior written or oral understandings in connection therewith. This Contract may only be amended, supplemented or modified by a formal Amendment or Change Order to this Contract. The Exhibits supplemental to and made a part of this Contract are as follows:

Exhibit A: Scope of Services.

Exhibit B: Task Order Form.

Exhibit C: 2025 Standard Addendum
Exhibit D: FEMA Grant Provisions

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

George F. Young of Florida, Inc.

City of St. Pete Beach:

Signature:  _____

Signature: _____

By: Steven Heise, PLS

By: Frances Robustelli

Its: Senior Vice President

Its: City Manager

Date: 08/25/2025 _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Ralf Brookes
City Attorney

Renee Rose
City Clerk

EXHIBIT “A”
SCOPE OF SERVICES



**City of St. Pete Beach
Request for Qualifications**

Engineering and Consulting Services

Issued 3/19/2025

**Submittals due by
4/23/2025 at 10:00 AM EST (Deadline)
City Hall, St. Pete Beach, FL**

I. CONTENTS

I.	CONTENTS	2
II.	GENERAL CONDITIONS	3
III	SAMPLE SERVICE TYPES.....	13
IV	PUBLIC ENTITY CRIMINAL AFFIDAVIT.....	14
V	NON-COLLUSION AFFADAVIT	17
VI	CONTINUING CONTRACT FOR PROFESSIONAL DESIGN SERVICES.....	17

Event	Date	Time
Publication of Bid	03/19/2025	8:00 AM
Pre-Bid Meeting (MANDATORY)	03/26/2025	11:00 AM
Deadline for Question Submission	04/16/2025	10:00 AM
Bid Receiving Deadline	04/23/2025	9:00 AM
Bid Opening	04/23/2025	10:00 AM

II. GENERAL CONDITIONS

REQUEST FOR QUALIFICATIONS

Engineering and Consulting Services |

REQUEST FOR QUALIFICATIONS SUMMARY

The City of St. Pete Beach is accepting sealed Summary of Qualifications (SOQ) submittals from qualified firms for Engineering and Consulting Services. The City will be selecting at least five (5) firms or more for a three (3) year term with two (2) one-year contract renewal options. |

SUBMITTER INFORMATION

All Submitters 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 business days before the submittals are due. The City is not responsible for any Addendums or other supplementary information that is not received due to non-submittal of the aforementioned information. Please refer back to the city website (<http://www.stpetebeach.org/>) for additional project information as it becomes available. The City reserves the right to decide whether to provide addendums or not. The City is not required to provide any additional information.

MANDATORY PRE-SUBMITTAL MEETING

A **MANDATORY** pre-submittal meeting will be held **3/26/2025 at 11:00 AM EST** via TEAMS Video conference/Teleconference. Please contact the City's Procurement Manager (jtaylor@stpetebeach.org) for a meeting invitation and TEAMS Meeting instructions.

QUALIFICATIONS SUBMITTALS

Submittal documents must include all items listed under the Submission Instructions Section of the Request for Qualifications (RFQ).

Submissions should be made electronically either to DemandStar or Bonfire by the due date. Only electronic submissions will be accepted.

The deadline for submissions is at Time **9:00 AM EST on 4/23/2025 (Deadline)**. Any electronic qualifications not received by this deadline will not be accepted – NO EXCEPTIONS.

Clearly marked Each Submittal with the service type you are bidding on.

Electronic submissions will be publicly opened and read right after the submittal deadline.

Openings are typically opened in Commission Chambers and are open to the public to witness, if desired.

CONTACT INFORMATION

John Taylor – Procurement Manager

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

Phone - (727) 363-9279

E-mail - jtaylor@stpetebeach.org |

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 RFQ. All questions pertaining to the terms and conditions or scope of work of this Request for Qualification (RFQ) 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 4/16/2025**. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the **RFQ**. 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 **RFQ** 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.

SCOPE OF WORK

The scope of work consists of providing project specific civil engineering, architectural, mapping and other related services for the City on an as-needed basis for miscellaneous current and future projects. As this contract is issued in accordance with Florida Statutes 287.055, the Consultants' Competitive Negotiation Act, projects issued under the awarded contracts will be limited to those in accordance with limits established for a "continuing contract". The City anticipates awarding multiple contracts within the following categories:

- A. General Engineering Design Services
 - a. Roads including asphalt, concrete, shell permeable alternatives and multimodal implementation.
 - b. Bridges, components above and below the water line including rehabilitation or replacement of all components and inspections.
 - c. Asbestos, lead based paint, petroleum and other hazardous, toxic radioactive waste investigations and remediation services.
 - d. Geotechnical soil investigations.
 - e. Stormwater including all components of conveyance systems for gravity flow and force main pump systems.
 - f. Sanitary including all components of conveyance systems for gravity flow, force main flow, pump stations, lift stations, and air release. All requirements for operational control of pump and lift stations including power and electronic controls.
 - g. Electrical requirements including conventional facilities, transmission, distribution, alternative power sources and emergency power alternatives.
 - h. Vertical Building Construction and Renovation
 - i. All functional aspects
 - 1. Roofing
 - 2. Doors
 - 3. Windows
 - 4. Plumbing
 - 5. HVAC
 - 6. Flooring
 - 7. Electrical
 - 8. Communications
 - 9. Interior and exterior functionality design etc. including LEED technology implementation techniques up to and including certification.
- B. Transportation Planning and Design Services
 - a. Transportation planning for multi-modal forms of transportation (separate or integrated) including pedestrian, bicycle, scooter, skateboard, electric bicycle, motorcycle, internal combustion engine vehicles, hybrid vehicles, electric vehicles, alternative power source vehicles, service vehicles, oversized vehicles and any other means of transportation.

- b. Traffic engineering including management of multi-modal forms of transportation, traffic control, traffic counts and any form of a traffic study or traffic evaluation.
- C. Architectural Design Services
 - a. Building design
 - i. New and renovations, including facilities associated with government services such as
 - 1. City Hall
 - 2. Recreational
 - 3. Library
 - 4. Public Works
 - ii. Inclusion of public art on any type of infrastructure including buildings, walls, streets, sidewalks, parks, seawalls and any other infrastructure.
 - b. Landscaping Design
 - i. Parks
 - ii. Gardens
 - iii. Parking lots
 - iv. Right of ways
 - v. Mechanical heat reduction techniques applicable to hard infrastructure such as streets and sidewalks and soft infrastructure utilizing shade canopy concepts.
- D. Survey Services
 - a. Building
 - b. Land
 - c. Easements, rights of way
 - d. Platting research
- E. Marine Facilities
 - a. Seawalls including concrete, vinyl, sheet pile and living shoreline
 - b. Piers
 - c. Docks, floating or static
 - d. Pilings, individual or group replacement
 - e. Pilings supporting waterway signage, including signage and mountings
 - f. Beach pedestrian and vehicle access ways
 - g. Sand dune restoration, nourishment and preservation techniques including plantings
- F. Community Development and Planning Services
 - a. Plans Review
 - b. Building Inspections
 - c. Permit Review
 - d. Fire and Safety Inspectors
 - e. Workload management assistance, cost for employee support for a-d above
- G. Urban Development Planning
 - a. Comprehensive Plan Review
- H. ADA Compliance Review and Implementation Planning
 - a. Website Compliance
 - b. Physical Compliance
 - c. Review of projects for compliance
 - d. Investigating complaints and recommending corrective action.
- I. Financial Services
 - a. Grant
 - i. Acquisition
 - ii. Identification
 - iii. Writing
 - iv. Submissions
 - v. Management review
 - b. Investor Services

- c. Insurance Policy Review and recommendations, medical, dental, facility, vehicle and other applicable to City management
- d. Financial Audit Services
- e. Risk Management for insurance claims
- J. Information Technology Services
- K. Soil and Material Testing
 - a. Perform foundation excavations to perform design bearing pressure.
 - b. Perform fill density testing of backfill material compaction
 - c. Provide field inspection of reinforced Concrete structures
 - d. Provide concrete and grout material testing services to ensure compliance of materials and placement methods with the contract documents
 - e. Provide proof-rolling observations and corrective recommendations/Ground Water presence and corrective action recommendations if necessary
 - f. Soil boring for soil type identification and rock
 - g. Others related soil and material inspections, other specialty inspection services (masonry, steel reinforcement, asphaltic pavement, etc.
 - h. In-place density test
 - i. Modified proctor tests
 - j. Three (3) point LBR tests
 - k. Compressive strength tests for concrete cylinders
 - l. Environmental Testing/monitoring/ (asbestos, lead, water contamination, pollution/chemical testing, and other environmental
 - m. Other tests that may be required.
 - i. All geotechnical and Material Testing will be performed under the direct supervision of a Licensed Professional Engineer in the St. of Florida.
 - ii. All testing shall be performed in accordance with United States Bureau of Reclamation (USBR or their ASTM or AASHTO equivalent Test.
 - iii. Contractors shall provide certified personnel to perform all field and laboratory testing services. Include all safety and training and all other pertinent laboratory training.
 - iv. Contractor is responsible for vehicular transportation to and from each project site including collection and hauling of all test specimens, as required.
 - v. Contractor shall possess all computer hardware, software , printers/plotters, scanners, copiers and trained personnel to provide digital or hard copy test results including field notes, sketches, electronic data files, AutoCAD exhibits, maps certified test results, etc. ...as requested by the City.
 - vi. Other test requirements as requested by the City of St. Pete Beach.

Each Submitter must identify in its submittal which categories it wants to be considered and evaluated for. Each submitter may identify more than one category if it can provide said services.

Consulting firms will be working on an as-needed basis, and this contract does not guarantee the consultants selected a minimum number of projects. Consulting firms may also be asked to provide engineers for emergency inspections following a natural disaster. The City reserves the right to issue separate engineering contracts for specific services at the city's sole discretion.

The consulting firm shall assist the City towards solutions to engineering problems and the approach or technique to be used towards accomplishing the City's objective for each project or assignment. The engineering services may include, but not be limited to, design, surveys, reviews, construction specifications, emergency inspections, and permitting. |

MINIMUM QUALIFICATIONS

SOQs will be considered from firms normally engaged in implementing the services requested. To be eligible for award, submitters must:

1. Be licensed in the State of Florida
2. Possess a minimum of five (5) years' experience in performing similar work
3. Have completed three (3) projects in the past five (5) years of a similar size, scope and complexity (See Section III for sample projects anticipated to be issued as Task Orders under awarded contracts).

Submitters shall present their SOQ as outlined in the submission instructions section of this document. Respondents must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City of St. Pete Beach. The City reserves the right, before recommending any award, to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms, and conditions of the Contract. The City of St. Pete Beach will determine whether the evidence of the ability to perform is satisfactory and reserves the right to reject all SOQs.

SUBMISSION INSTRUCTIONS

The purpose of this section is to provide information related to the qualifications of interested firms to perform the service requested herein. Response to all subsets of this section is mandatory. Failure to provide the requested information may result in a submittal being deemed non-responsive. A non-responsive submittal will not receive further consideration. Upon submission, all submittals become the property of the City of St. Pete Beach and are subject to public records laws. All expenses, including travel expenses for interviews, incurred in the preparation of the submittal shall be borne by the submitter.

The following information shall be provided in the order detailed:

- a. **Title Page** - List the RFQ subject, the name of the firm, local address, telephone number, name of contact person, and e-mail address of contact person.
- b. **Table of Contents** – Include a clear identification of the material included in the submittal by page number.
- c. **Letter of Interest** – Limit one (1) page. Make a positive commitment to perform the required work. Also provide the name(s) of the person(s) who will be authorized to make representation for your firm, their title, telephone number, and e-mail address.
- d. **Statement of Qualifications and Profile of Firm** – Limit eight (8) pages. State the size of staff, number of registered professionals and overall experience of the assigned staff for this assignment. Include technical background, experience information, and other applicable data on proposed personnel and any proposed sub-consultants. Include an organizational chart of the project team and describe the communication processes to be used within the project team. State whether your firm is local, national or international in size. Give the location of the office from which the work is to be done.
- e. **Services Approach** – Limit five (5) pages. Include a general synopsis of the firm's approach and understanding of the work required. Include the firm's Quality Assurance Control program or policy.
- f. **References** - Limit ten (10) pages. Provide information for those projects which have been successfully completed which are similar to those required under this assignment. Please include projects recently completed within the last five (5) years. Additionally, document that the respondent has provided services for three (3) contracts to other local governments similar to this contract. References shall include:

- i. Client name, address, phone number, e-mail address.
 - ii. Description of the scope of the work.
 - iii. Month and Year the project was started and completed.
 - iv. Total cost and professional service fees paid.
 - v. Role of the firm and the responsibilities.
- g. **Insurance Requirements** – Provide proof of insurance in accordance with the insurance requirements section included in this RFQ.

Full resumes are to be attached as exhibits to the Submittal. Please provide the brief descriptions and information as stated. Additional exhibits to the submittal are acceptable, however, any attachments provided do not take the place of the written requirements as listed above. Resumes are not to exceed two (2) pages per person.

Please direct all technical inquiries concerning this RFQ in writing to the City Contact listed above. Questions must be submitted no later than ten (10) days prior to the submittal due date.

EVALUATION AND SELECTION OF CONSULTANT

A City review team will evaluate each firm's SOQ based upon the criteria stated in this RFQ and the ability to execute the services. As part of the evaluation process, the team may request a sit-down interview with prospective firms. Following the evaluation process, the City will then select the firm(s) considered most qualified. The successful firm(s) will be required to enter into a contract similar to the one included in this RFQ. The City reserves the right to negotiate modifications to any SOQ that it deems acceptable. The City reserves the right to terminate negotiations in the event it deems the progress towards a contract to be insufficient.

Submittals will be evaluated in accordance with the criteria listed below:

- Qualification of the Project Team
- Qualifications of the Sub-Consultants
- Firm's Experience Working on Public Works Projects
- Firm's Experience Working with the City of St. Pete Beach
- Quality Assurance Control Program/Policy
- Applicable Project References that reflect and demonstrate the Firm's competence in the design/engineering focuses requested by the City.
- Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government contracts.
- Location of Firm
- Quality of SOQ – firm met all requirements requested under Submission of Submittals

RESERVES THE RIGHT

The City reserves the right to reject any and all submittals, or any part of any submittal, to waive any irregularities or informalities in any submittal, and to accept that submittal which is deemed to be the most qualified and in the best interest of the City. The City of St. Pete Beach reserves the right to establish additional contracts that may be similar in nature to any contract resulting for this Request for Qualifications as best serves the needs of the City.

DESIGNATED CONTACT

The awarded firm shall appoint a person to act as a primary contact with the City. This person or back-up shall be readily available during normal working hours by phone or in person and shall be knowledgeable of the terms of the RFQ and the services being requested.

INSURANCE REQUIREMENTS

Include in proof of Insurance furnished by the firm's carrier to guarantee the engineering firm is insured.

The awarded firm must file with the City of St Pete Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

Commercial General Liability Insurance coverage, including but not limited to premises operations, products/completed operations, product liability, contractual liability, personal injury, death in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

Commercial Automobile Liability Insurance for any owned, non-owned, hired or borrowed automobile in the minimum amount of \$1,000,000 combined single limit.

Worker's Compensation/Employer's Liability Insurance as required by Florida Law for all applicable employees, agent, representatives and subcontractors, if any.

Professional Liability Insurance the Consultant will carry professional liability Errors and Omissions Insurance during the terms of this Agreement which will cover liability for any damage or non- performance on account of any error, omission, or other provable negligence caused by the Consultant in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate

INDEMNIFICATION

The Respondent shall 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 Respondent and any persons employed or utilized by the Respondent in the performance of the Contract.

ASSURANCES

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.

LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

The Consultant shall comply with all local, state, and federal directives, orders and laws as applicable to the Contract.

Compliance with Fla. Stat. 448.095:

- a. Consultant agrees to comply with all applicable portions of Fla. Stat. 448.095. Consultant 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. Subconsultants:
 - i. Consultant shall also require all subconsultants performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - ii. Subconsultants shall provide Consultant with an affidavit stating the subconsultant does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095

- iii. Consultant shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Consultant 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 Consultant'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. Consultant 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 Consultant, the Consultant may not be awarded a public agreement for a period of 1 year after date of termination.

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.

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) on USB storage device or web-based archive.

DEVIATIONS FROM SPECIFICATIONS

Respondents shall clearly indicate, as applicable, all areas in which the items/services proposed do not fully comply with the requirements of this RFQ. The decision as to whether an item fully complies with the stated requirements rests solely with the City.

NO COLLUSION

By offering a submission to this Request for Qualifications, the responder certifies that no attempt has been made or will be made by the responder to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principals(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

BACKGROUND CHECKS

The Code of Ordinances may require a Consultant or sub-consultant who performs work in or on City property to provide a criminal background check for any employee of the company who will do the work in or on city property. Criminal background checks shall mean a level (1) one background check as defined by F.S. § 435.03. The Consultant shall, at its expense, obtain a criminal background check for each of its employees having access to City property prior to beginning the work, and depending on the contract's term, on an annual basis thereafter. The Consultant must ensure a similar background check has been done of its subconsultants' employees who will have access to City property.

The Consultant shall be required to submit an affidavit on the form provided certifying that background checks

shall be completed for all employees who will perform work on city property. The Consultant shall conduct the background checks prior to any work being performed. Consultant shall maintain such records during the contract period and for one year thereafter and shall make such records available for inspection and verification by City.

If such a check reveals a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime, the awarded Proposer shall not assign the individual to any City property. If such a check reveals any of the foregoing after access has already been granted, any access privileges already granted shall be immediately revoked and shall not be reinstated without the City's express written authorization. In the event that the Proposer intends to hire new personnel to perform the required services, the background checks should be initiated at the time of the hire.

The City reserves the right to approve or disapprove whether the Consultant's employees perform the services for the City. Disapproval would apply solely to this contract and shall have no bearing on the Proposer's employment of an individual outside of this contract.

CONE OF SILENCE

During the course of a competitive solicitation, a Cone of Silence shall apply as follows:

A Cone of Silence shall be in effect during a Competitive Solicitation beginning upon the advertisement for requests for proposals, requests for qualifications and competitive bids. The Cone of Silence shall terminate at the time the City Commission makes final award of a bid or gives final approval of a contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation. The Cone of Silence shall continue through the negotiation phase for requests for proposals and requests for qualifications and shall not end until the Commission gives final approval of the contract.

Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any City Commissioner, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a Competitive Solicitation.

The Cone of Silence shall not apply to written or oral communications with legal counsel for the City or the Purchasing Manager for the City.

Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation shall be made by the City.

PUBLIC RECORDS/CONFIDENTIAL INFORMATION

Florida law provides that municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the City in connection with a Proposer's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. Florida Statutes provide an exemption from public records law for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

If the Proposer believes any of the information contained in the response is exempt from the Public Records Law,

then the Proposer must in the response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

PUBLIC ENTITY CRIMES INFORMATION STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Proposer, supplier, sub-consultant, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

CONFLICT OF INTEREST

The Proposer acknowledges and confirms that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

No contract will be awarded to a Proposer who has City elected officials, officers or employees affiliated with it, unless the Proposer has fully complied with current Florida Statutes and City Ordinances relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer and removal of the Proposer from the City's Proposer's List and prohibit the proposer from engaging in any business with the City.

TERMINATION

The resulting contract may be canceled by the City when:

- Sufficient funds are not available to continue its full and faithful performance of the contract.
- 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 Consultant.

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 Contract immediately upon written notice to the Consultant.

SUBMITTAL WITHDRAWAL

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

- a. The respondent acted in good faith in submitting the submittal;
- b. In preparing the submittal there was an error of such magnitude that enforcement of the submittal would result in severe hardship upon the respondent;

- c. The error was not the result of gross negligence or willful inattention on the part of the respondent;
- d. 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; and
- e. The respondent submits documentation and an explanation of how the error was made.

TAXES, FEES, CODES, LICENSING

The Consultant shall be responsible for payment of all required permits, licenses, taxes, or fees associated with the project. The Consultant shall also be responsible for compliance with all applicable codes, laws, and regulations.

CONTRACT MODIFICATIONS

The Continuing Contract for Professional Design Services by which the selected contractors will be bound by is attached. Any requested changes must be negotiated and completed during the solicitation process via addendums. No changes to the contract will be made after the submittal deadline.

III. SERVICE TYPES

Some of the Services required of the Consultant within the technical areas identified above include, but are not limited to, the following:

- Prepare feasibility and conceptual planning documents.
- Provide research, attendance at meetings, and preparation of presentation materials, reports and correspondence.
- Prepare and/or assist with the preparation of grant applications and attendance at meetings with grant officials.
- Assist in the review and development of ordinances.
- Provide public education/notification assistance.
- Prepare engineering designs, calculations, plans and specifications, contract bid documents, and cost estimates.
- Prepare base maps, preliminary layouts, estimates of probable costs, engineering analysis and alternatives as requested.
- Submit construction documents as needed to the City and other agencies having an interest or jurisdiction over the project.
- Prepare short-term and long-term planning documents, master plans, or provide input to the City's master plans, capital improvement program, and maintenance needs.
- Participate in construction administration as required by the City.
- Prepare formal or informal feasibility studies as necessary to assist the City in responding to capital improvement needs.
- Analysis of existing infrastructure and available capacity to serve proposed capital improvement projects.
- Prepare legal descriptions, exhibits, and surveys.
- Provide expert witness testimony.
- Prepare appropriate permitting documents and obtain and/or assist the City in obtaining permits from applicable agencies.
- Represent the City with regulatory agencies.
- Prepare periodic project status reports.
- Prepare and furnish bidding documents and assist the City in the preparation of other related documents.
- Attend bid openings, prepare bid tabulation sheets, and assist the City in the evaluation of bids or proposals.
- Issue addenda as appropriate to clarify, correct, or change the bidding documents.
- Participate in pre-construction conference as requested by the City.
- Review and determine acceptability of construction submittals, including shop drawings, progress schedule, schedule of values, etc.
- Review and provide recommendations to request for information, request for changes, and claims to the City arising during construction activities.
- Make periodic construction site visits for the purpose of determining general compliance with the approved drawings, plans, and specifications as requested by the City.
- Review as-built drawings provided by the construction contractor and provide written comments to the City.
- Provide services related to construction administration and inspections, and/or specialty inspection.
- Provide project management services and act as an extension of the City's staff for the design, bidding, and construction management of municipal projects as requested by the City.

IV. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

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

by: _____
(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 Section 287.133 (1)(g), Fla. Stat., means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any bid, proposal, reply, 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 Section 287.133 (1)(b), Fla. Stat., means a finding of guilt or a conviction of public entity crime with or without an adjudication of guilt in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 287.133 (1)(a), Fla. Stat., 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 entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

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

6. Based on information and belief, the **statement which I have marked below is true** in relation to the entity submitting this sworn statement (indicate which statement applies).

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

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

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

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

V. 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, 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)

VI. 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 Brooks
City Attorney

Amber LaRowe
City Clerk

EXHIBIT “A”

CITY OF ST. PETE BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sections 448.09 and 448.095, Fla. Stat.

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

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

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

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

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

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

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

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

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

"Coercion" means:

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

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

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

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

- A. None.

EXHIBIT “B”

(Place Request for Bid behind this page)

EXHIBIT “C”

(Place Vendor’s Proposal Behind this Page)



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

ADDENDUM I

CCNA-Engineering and Design RFQ

Issued 03/27/2025

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 04/23/2025, 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.

Attendees List (on Next Page)

Mandatory Pre-Bid Meeting
RFQ: Engineering and Consulting Services
Attendees List
March 26, 2025
11:00 AM

1. Dennis Kile – Greenman Pederson (GPI)
2. Alistair Brice – Halff
3. Alberto Miron – Applied Research Associates (ARA)
4. Teresa Beckham – Team Fishel
5. Brett Warner – NorthStar Contracting Group
6. Howard Hartung – Hyatt Survey Services, Inc.
7. Russell Hyatt – Hyatt Survey Services
8. Sarah Davenport – Traffic & Mobility Consultants
9. Farrah McBride – Tierra
10. Ernie Hoch – Jones Edmunds
11. Steve Darman – Team Fishel
12. Bonni Funt – TSFGeo
13. Chris Bridges – BCC Eng
14. Rosa Villarreal – Team Fishel
15. Lia Young – NorthStar Contracting Group,
16. Kai Belew – LJA Engineering,
17. Cat Olnick – Cummins Cederberg Coastal & Marine Engineering
18. Rob Rosner – Florida Design Consultants
19. Tracey Burghy - Willdan Engineering
20. Marilyn Etheridge - Master Consulting Engineers
21. Ronald Stein - Willdan Engineering
22. Victoria Haney - MES Group
23. Matthew Ivie - Ayres Associates Inc
24. Walter Nickel - Wright-Pierce,
25. Jonathan Langston - George F. Young
26. Christopher Gamache - Stantec
27. Mim Hall - Gahagan & Bryant Associates (GBA)
28. Terri Cook - Pennoni
29. Nick Charnas – Halff
30. Justin Keller – Advanced Engineering & Design, Inc.
31. Danielle Joyce - Transpology (WBE),
32. Kyle Matheny - Kimley-Horn and Associates
33. Herbert Raybourn - RESPEC
34. Sara Hoffman - LJA Engineering
35. Allison Shaw - David Mason
36. Robin Crawford - Bayer United Engineering Consultants
37. Dana Whitaker - CivilSurv Design Group
38. Daniel Hoeflich - Volkert
39. Michelle Eguia - Colliers Engineering & Design

40. Nick Harrison - American Structurepoint,
41. Cody Stewart - Advanced Engineering & Design, Inc.
42. Tim Harley - Weston & Sampson
43. Patrick O'Connor - American Structurepoint, Inc.
44. Dikran Kalaydjian - Land & Water Engineering Science
45. Brandyn Littleton – Halff
46. Nik Gervais - Gervais Ventures
47. Quinlyn Lally - CMTA, Inc.
48. Sean Lahav - Halff,
49. Gresham Neal - Ayres Associates,
50. Jason Collins - ADEAS-Q,
51. Sarah Head - Halff
52. Karina Tijerino - BCC Engineering
53. Rafal Kadaj - Advanced Engineering & Design, Inc
54. Mayur Patel - GPI, Inc.
55. Aaron Getchell - Halff Associates, Inc.
56. Elie Araj - Applied Sciences Consulting
57. Andrea Hall - Professional Service Industries, Inc.
58. Caitlin Caserta - Tectonic Engineering
59. Greg Stevens - Colliers Engineering & Design
60. Awet Tsegay- Pennoni
61. Leslie Cleveland - Stantec Consulting Services Inc
62. Kara Rider - Goodwyn Mills Cawood
63. Soctt Stannard - Goodwyn Mills Cawood
64. Tom Burke – Stantec
65. Christian Chandler – Atkins Realis
66. Greg Stannard - Goodwyn Mills Cawood, LLC
67. Martin Steffen - Halff
68. Jason Sheridan - Pennoni Associates, Inc
69. Joseph Foster - J Foster Consulting
70. Antonio Serbia - PE, Wright-Pierce
71. Bruno Arriola - DRMP
72. Daniel Rundle - Certa Building Solutions
73. Toni Farber - Master Consulting, Inc
74. Alisa Folden - Mead & Hunt
75. Awet Tsegay - Pennoni Associates,
76. Elaina Burton - DRMP
77. Codi Barron - Applied Sciences Consulting, Inc
78. Gabe Luger PE - Certa Building Solutions
79. Gustavo Llanos - BCC Engineering, LLC
80. Luis Mendez - Certa Building Solutions
81. Scott Garth - DRMP
82. Michael Gomez - Tectonic Engineering Consultants
83. Chris Albers - Wunderlich-Malec Engineering
84. Christina Newcomb - Applied Sciences

- 85. Adeola Adeyemi - George F Young
- 86. Chris McDaniel - Greenman-Pedersen, Inc
- 87. Hannah Atchison - Master Consulting Engineers



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

ADDENDUM II

CCNA-Engineering and Design RFQ

Issued 03/31/2025

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 04/23/2025, 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.

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.



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

ADDENDUM III

CCNA-Engineering and Design RFQ

Issued 03/31/2025

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 04/23/2025, 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.

Information Technology Services (Letter J) under Scope of work-**Remove**



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

ADDENDUM IV

CCNA-Engineering and Design RFQ

Issued 04/01/2025

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 04/23/2025, 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.

Community Development and Planning Services Letter 'F' a-e) under Scope of work-**Remove**



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

ADDENDUM V

CCNA-Engineering and Design RFQ

Issued 04/02/2025

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 04/23/2025, 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.

Questions and Answer from Pre-Bid Meeting

Questions and Answers from Pre-Bid Meeting

Will the City elaborate on item "J. Information Technology Services" so the consultants can ensure the correct experiences and staff are included in their response? **This has been taken off the RFQ per Addendum 3.**

➤ You stated in the meeting that at least 5 companies will be awarded. Is that 5 companies total or 5 companies for each discipline? **Total of 5 or more depending on the need of the City.**

➤ Do you need to be able to provide all services listed under each category? I.e. Could an MEP Engineering Design firm just submit for just Category A, Subcategory h – 4. Plumbing; 5. HVAC; 7. Electrical; 8. Communications. **We will look at this on an as needed basis in the needs of the City. If a category truly needs only one vendor, then that is what the City will strive for. In other areas, we may split a category depending on the number of bidders we have.**

➤ Is there more information regarding the evaluation and scoring? Are all the criteria of equal weight? **In most scoring situations we look at years in business, background of staff, references, previous projects etc. They are not equal scoring. Some will be worth 50% others worth 5 % for instance.**

➤ Can you tell us who were the previous RFQ winners? **The last time this was bid was in 2020. Winners were Kimely Horn, Halff, Stantec, Hyatt, George F Young, Cardno**

➤ Will SBE/DBE certifications be a factor in the grading criteria for this solicitation? **No. SBE/DBE certification will not be a factor.**

➤ If submitting for multiple services, do we need to submit a package for each service? **Can be a combined Package as long as each section is noted.**

➤ If submitting for multiple services, is the page limit for each service or the entire package? **Each Service**

➤ Is this meeting mandatory for attendance by subconsultants also, or just prime firms? **Just Prime Firms**

- Is there a forecast of anticipated upcoming projects? Projects are budgeted each year for the upcoming year starting the first of Oct. All projects are approved or disapproved by the Commission.
- Is this utilizing Florida's new Continuing Services limit of projects under \$7.5 million? Yes
- Will any other municipalities piggy-back off of this contract? All of St. Pete Beaches Contracts can be Piggyback'd onto. There is no interest at this time from any municipality to do so.
- Is design build a desired category? No. design-build projects will be competitively bid separately from the CCNA contract.
- What City staff will be on the evaluation committee? It will be the Department Directors as well as the Acting Assist. City Manager
- Since the prime consultant has the opportunity to submit on select disciplines, does the City expect that subconsultants will be utilized on his contract? That is Correct
- Any bonding requirements for design build? N/A
- Will the addendum include a list of attendees to this presubmittal meeting? YES. It will be a separate addendum. This was posted on Addendum 1

Category F. Community Development and Planning Services has a workload management assistance section. Please provide a better description of what is required for this service. This has been taken off the RFQ per Addendum 4



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

ADDENDUM V

CCNA-Engineering and Design RFQ

Issued 04/09/2025

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 04/23/2025, 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.

Questions and Answer

1. Do tabs count toward the overall page count? – **No.**
2. Can we list continuing service contracts for project experience if the overall contract is ongoing but tasks underneath it are completed? – **Yes.**
3. Please confirm if the 10 pages for references and similar projects should be used for 10 projects, or if there is a certain number of projects the City would like to see. –
There is not a certain number of projects the City would like to see. A minimum of (3) contracts to other local governments like this contract are required.



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

ADDENDUM VII

CCNA-Engineering and Design RFQ

Issued 04/09/2025

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 04/23/2025, 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.

Questions and Answer

Extension of due date on last page.

Please confirm which sections get increased page numbers based on the number of categories pursued. For example, if a firm pursues main categories A, B, C, D, are all section page limits increased to 4 times the original limit? Does this make the Letter of Interest 4 pages, Statement of Qualifications and Profile of Firm 24 pages, Services Approach 20 pages, and References 40 pages? Also, does this include the sub-categories (a, b, c, d, e, etc) or just the main categories (A, B, C, D, etc)?

Title Page = 1 page

Table of Contents = 1 page

Letter of Interest = 1 page

Statement of Qualifications and Profile of Firm = 8 pages

Services Approach = 5 pages per service category pursuing (A, B, C, D, E, F, G, H, I, J, K).

References = 10 pages

Insurance Requirements = minimum necessary

Resumes = 2 pages per person

In regard to the latest addendum 6, Q#3, below, can you provide clarification on whether you are looking for one-off project examples or continuing contracts only for the reference section? The verbiage is a bit confusing. Also, do we need to be the prime firm on our references, or can we be a subconsultant? – **One-off project examples or relevant continuing contract examples are both acceptable. If you're not the prime firm on your references, please specify that.**

.Please confirm if the 10 pages for references and similar projects should be used for 10 projects, or if there is a certain number of projects the City would like to see. –

There is not a certain number of projects the City would like to see. A minimum of (3) contracts to other local governments like this contract are required."

Would the City please consider reissuing and replacing the sample contract with one which consists of terms and conditions relevant to design professional services and compliant with Florida Statutes? The sample agreement provided in this RFP has terms and conditions that are not in compliance with Florida Statutes, including Section 17 Indemnification which is in conflict with the Indemnification provision stated in the RFQ. The sample contract terms and conditions apply to construction contractor work and are not relevant to design professional services. – **This will be updated and an amendment will be published under a separate Addendum #**

Would the City please consider removing the Addendum II conflicts requirement, issued on 03/31/2025? We believe that this provision is unreasonable to comply with for all multidisciplinary engineering firms both presently or during the term of the contract that may work with the Florida Department of Transportation, Pinellas County Utilities, Forward Pinellas, Duke Energy, Frontier, Pinellas County Transportation, and City of St. Petersburg. The Addendum #2 will be changed. It will be added in another addendum

Can the organizational chart that is required to be included in Section d. Statement of Qualifications and Profile of the Firm be included on an 11" x 17" page in order to allow extra space in which to fully highlight the strengths of our project team? – **Yes.**

It seems like category K. Soil and Material Testing is part of Category A. General Engineering Design Services via item d. Geotechnical Soil Investigations. Are these two categories one and the same? **Please disregard Category A.d. and only respond to Category K.**

Extension of Due date: This RFQ has been extended two weeks. The due date for submissions will now be May 6th at 9:00 AM EST. Opening will be held on the same day at 10:00 AM



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

ADDENDUM VIII

CCNA-Engineering and Design RFQ

Issued 04/21/2025

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 05/06/2025, 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.

Change to Addendum 2 should read as follows:

Conflicts: By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity (other than to a governmental agency, quasi-governmental agency, or utility company), 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 (other than to a governmental agency, quasi-governmental agency, or utility company), 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.



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

ADDENDUM IX

CCNA-Engineering and Design RFQ

Issued 04/22/2025

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 05/06/2025, 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.

Corrected Sample Contract

CITY OF ST. PETE BEACH, FLORIDA
Continuing Contract for Professional Design Services

[Insert consultant and/or purpose for contract]

This is a Contract (the “Contract”) entered into by and between the City of St. Pete Beach (hereinafter “CITY”) and [insert consultant’s corporate name] (hereinafter “CONSULTANT”). The CITY and CONSULTANT together shall be referred to as the “Parties.”

WHEREAS, the CITY desires to retain the CONSULTANT to perform Continuing Professional Design Services for the CITY, more fully described below in the “scope of services” section.

WHEREAS, the CITY desires to employ the CONSULTANT for the Continuing Professional Design Services and other services upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing such services upon such terms and conditions.

WHEREAS, the CONSULTANT has been selected to perform these professional services pursuant to the provisions of the “Consultants’ Competitive Negotiation Act” in Section 287.055; Florida Statutes, and all applicable CITY rules, regulations and policies.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1 – GENERAL.

- 1.1 The above recitals are true and correct, and incorporated as part of this Contract.
- 1.2 CONSULTANT shall be defined herein to include all principals of the firm of, including full time employees, professionals or otherwise, and all servants, agents, employees and/or subconsultants retained by the CONSULTANT to perform its obligations hereunder. Subconsultants shall be reviewed and approved by the CITY prior to Notice to Proceed with their prospective work assignments.
- 1.3 “Professional services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

- 1.4 Prior to the start of any work under this Contract, the CONSULTANT will have submitted to the CITY a detailed resume of key engineering personnel that will be involved in performing services requested by the CITY. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time hereafter that the CONSULTANT desires to change the key personnel in an active assignment, it shall submit the qualifications of the new personnel to the CITY for prior approval. Key personnel shall include principals-in-charge, project managers and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform service under this Contract for durations of one (1) week or less.
- 1.5 The CONSULTANT acknowledges that the CITY has retained other consultants, engineering and otherwise, and the coordination between said consultants and the CONSULTANT may be necessary from time to time for the successful completion of the Assignments. The CONSULTANT agrees to provide such coordination as necessary within the Scope of Services.
- 1.6 The CONSULTANT 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 Contract.
- 1.7 The CONSULTANT will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of the Assignment.
- 1.8 Requirements for sealing all plans, reports and documents prepared by the CONSULTANT shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.9 This Contract 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 Contract shall be the date this Contract has been executed by all parties.

SECTION 2 – SCOPE OF SERVICES.

- 2.1 The CONSULTANT shall diligently and in a professional and timely manner perform the work included in the Scope of Services as listed generally in the Request for Qualifications (RFQ) attached and incorporated in this Contract as Exhibit A. Unless modified in writing by the parties hereto, duties of the CONSULTANT shall not be construed to exceed those services specifically set forth herein.
- 2.2 GENERAL. The CONSULTANT agrees to perform those services described in Exhibit A – RFQ, dated **Click or tap to enter a date.**, which is attached hereto and made a part hereof.
- 2.3 ADDITIONAL SERVICE. The CITY and the CONSULTANT agree that there may be certain additional services required to be performed by the CONSULTANT during the

performance of the Scope of Services that cannot be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as Task Orders and shall be undertaken only under terms of formal amendments to this Contract.

- 2.4 TASK ORDERS. Additional services to be provided by the CONSULTANT shall be authorized in writing as Task Orders. Task Orders to be provided shall be prepared on the form delineated as Exhibit B - which is attached hereto and made a part hereof. **[DON'T FORGET TO ATTACH YOUR TASK ORDER FORM AS EXHIBIT B. WE DISCUSSED THIS WITH MIKE WHO SAID YOU COULD PREPARE A STANDARD ASSIGNMENT LETTER AND THEN DELETE THIS SENTENCE]**. Each Task Order shall include: a detailed description of the work to be performed; a schedule of completion (including phases) for the work authorized; and the amount and method of compensation. Task Orders shall be dated and serially numbered annually. The Task Orders may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this contract.
- 2.5 The CITY Manager or his/her designee may authorize Task Orders for services under this continuing contract, which are equal to or less than limits prescribed for Continuing Contracts under the provision of F.S. 287.055(g) or limits set by the CITY's rules, regulations, and policies. Professional fees under such specified Task Orders shall be based on a written proposal from the CONSULTANT as may be requested in writing by the CITY's designated representative, who shall process the proposal through the appropriate departments at the CITY. A single unitary task may not be divided into more than one task for the purpose of qualifying for authorization hereunder. Nothing in this paragraph is intended to limit any other rights, responsibilities, and duties of the parties under any other provision of this continuing contract.

SECTION 3 – CITY'S RIGHTS AND RESPONSIBILITIES.

The CITY shall provide the service described below in a timely fashion at no cost to the CONSULTANT:

- 3.1 Furnish the CONSULTANT with existing data, records, maps, plans, specifications, reports, fiscal data and other information that is available in the CITY's files, necessary or useful to the CONSULTANT for the performance of the assignment. All of the documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the assignment to be performed by the CONSULTANT.
- 3.2 Make CITY personnel available when required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the CONSULTANT to enter upon the project lands as required for the CONSULTANT within a reasonable time, to perform surveys, observations and other work as necessary to complete the assignment.

- 3.4 Examine all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and render written decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- 3.5 Transmit instructions, relevant information and provide interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- 3.6 Give prompt written notice to the CONSULTANT whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope of timing of the CONSULTANT's services or becomes aware of any defect or changes necessary in the work of the CONSULTANT.
- 3.7 Arrange for submission of necessary permits/applications to governmental bodies as prepared by the CONSULTANT.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the assignment not covered under the assignment.

SECTION 4 – COMPENSATION.

- 4.1 GENERAL. Compensation to the CONSULTANT for services performed pursuant to this Contract shall be in accordance with the following method or compensation, as defined and indicated in the "Lump Sum Method."

The type and amount of compensation for each Task Order shall be described on the Task Order form included in "Exhibit 3."

4.2 LUMP SUM METHOD

- a. Lump Sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, subconsultants' and specialist costs), for the services to be provided in the Task Order unless there is a change in the scope of the work, or other conditions stipulated in the Task Order, and the Task Order is modified by both the CITY and CONSULTANT to reflect the change(s) by formal amendment to this Contract.
- b. Payment to the CONSULTANT for services performed under a Task Order under the Lump Sum Method shall be monthly in proportion to the percentage of work completed during the month as proposed by the CONSULTANT and accepted by the CITY.

- 4.3 INVOICE PROCESSING. [YOU MAY WANT TO BE SURE FINANCE HANDLES YOUR PURCHASE ORDERS THIS WAY. PLEASE DELETE SENTENCE UPON COMPLETION OF DRAFTING.] Invoices received by the CITY will be processed for

payment within thirty (30) days of receipt of invoice. CONSULTANT will be notified of questionable items contained in the invoices within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make an effort to resolve all questionable items contained in the CONSULTANT's invoices within thirty (30) days of receipt of the invoices by the CITY. At the end of the thirty (30) day period, the CITY shall pay the CONSULTANT the invoice amount less any unresolved questionable items. Invoices are to be forwarded directly to the initiating CITY representative.

- 4.4 **PAYMENT IN THE EVENT OF CONTRACT TERMINATION OR SUSPENSION.** In the event that a Task Order or this Contract is terminated or canceled, or the CONSULTANT's services suspended on a Task Order or this Contract, prior to completion, payment shall be made in accordance with the provisions of this Contract.
- 4.5 **ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT.** If instructed to do so by CITY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. The additional compensation shall be requested by the CONSULTANT on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the assignment by formal amendment or Task Order to this Contract.

SECTION 5 - WORK COMMENCEMENT/IMPLEMENTATION SCHEDULE/LENGTH OF CONTRACT.

- 5.1 **WORK COMMENCEMENT.** The CONSULTANT shall commence work on each authorized Task Order within ten (10) days after receipt by the CONSULTANT of a written Notice-To-Proceed from the CITY's Designated Representative. If the CONSULTANT fails to commence work within the ten (10) day period, then the CITY shall have the right to seek other firms for the Assignment, unless the delay is due to no fault of the CONSULTANT.
- 5.2 **IMPLEMENTATION SCHEDULE.** The CONSULTANT must complete its work in accordance with the time schedule specified in the applicable Task Order/Assignment. In the event the work of the CONSULTANT is delayed due to no fault of the CONSULTANT, which delays the completion of any Task Order of the Assignment, the CONSULTANT is entitled to an appropriate extension of the contract time for the specific Task Order. Additional compensation to the CONSULTANT will be negotiated to the mutual agreement of the CITY and the CONSULTANT in the event such delay causes any Task Order's costs to increase for reasons beyond the CONSULTANT's control.
- 5.3 **TERM.** This Contract shall expire three (3) years after the effective date of this Contract and may be extended for up to two (2) additional one (1) year periods, not to exceed five (5) years maximum, upon written mutual consent of the CITY and the CONSULTANT.
- 5.4 **CONTINUING CONTRACT.** In accordance with 287.055 (g), this is a "continuing contract" for professional services entered into in accordance with all procedures of this act between

the CITY and the CONSULTANT, whereby the CONSULTANT shall provide professional services to the CITY for projects in which construction or professional costs do not exceed the statutory limitations imposed. Additionally, the CONSULTANT shall provide for work of a specified nature as outlined in Exhibit A of this Contract as required by the CITY.

SECTION 6 - CITY'S "DESIGNATED" REPRESENTATIVE.

6.1 GENERAL. The CITY hereby designates the CITY Manager or his/her designee to represent the CITY in all matters pertaining to and arising from the work and performance of this contract. The CITY Manager or designee shall have the following responsibilities:

- a. Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- b. Transmission of instructions, receipt of information and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- c. Giving prompt written notice to the CONSULTANT whenever the CITY observes, or otherwise becomes aware of, any defects or changes necessary in the project.
- d. Following the CONSULTANT's preparation of any necessary applications to governmental bodies, to arrange for submission of all applications.
- e. When appropriate, authorizing Task Orders equal to or less than limits prescribed for Continuing Contracts pursuant to the provisions of FS 287.055(g) and applicable rules, regulations, and policies of the City.

SECTION 7 - CHANGES IN SCOPE.

7.1 The CITY or the CONSULTANT may request changes in the Scope of Services of a Task Order. Such change(s), including any increase or decrease in the amount of the CONSULTANT's compensation for any Task Order pursuant to this Contract, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated by written formal amendment.

SECTION 8 - TERMINATION OF CONTRACT.

8.1 TERMINATION BY CITY FOR CAUSE. The CITY may terminate this Contract for any one or more of the following reasons:

- a. If adequate progress on any phase of the assignment is not being made by the CONSULTANT as a direct result of the CONSULTANT's failure to perform.

- b. The quality of the services performed by the CONSULTANT is not in conformance with commonly accepted design codes and standards, standards of the CITY and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment.
- c. The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT.
- d. The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors.
- e. The CONSULTANT violates the Standards of Conduct provisions of this Contract herein.
- f. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
- g. Sub-standard or non-performance of Agreement.
- h. The City wishes to terminate at any time and for any reason, upon giving sixty (60) days prior written notice to the CONSULTANT.

8.2 TERMINATION BY CONSULTANT FOR CAUSE. The CONSULTANT may cancel this Contract for the following reasons:

- a. The CITY fails to meet its obligations and responsibilities as contained in the sections of this Contract describing the CITY's Rights and Responsibilities.
- b. The CITY fails to pay the CONSULTANT in accordance with this Contract.
- c. In the event of either of the causes described in this Contract, the CONSULTANT may send a certified letter requesting that the CITY show cause why the Contract should not be terminated. If adequate assurances are not given to the CONSULTANT within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONSULTANT may consider the CITY to be in default, and may immediately terminate this Contract.

8.3 TERMINATION BY CITY WITHOUT CAUSE. Notwithstanding any other provision of this Contract, the CITY shall have the right at any time to terminate this Contract in its entirety without cause, or terminate by specific Assignment without cause, provided that ten (10) days prior written notice is given to the CONSULTANT of the CITY's intent to terminate. In the event that a Task Order is terminated, The CITY shall identify the specific Task Order(s) being terminated and the specific Task Order(s) to be continued to completion pursuant to the provisions of this Contract. This Contract will remain in full force and effect

as to all authorized Task Orders which are to be continued to completion under this type of arrangement.

- 8.4 PAYMENT IN THE EVENT OF TERMINATION. In the event this Contract or any Assignment is terminated or canceled prior to final completion without cause, payment for unpaid portion of the services provided by the CONSULTANT to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the CONSULTANT. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional direct costs to be incurred by the CITY due to such default.

8.5 ACTION FOLLOWING TERMINATION

- a. Upon receipt of notice of termination, given by either party the terminated party shall promptly discontinue all services and other work unless the notice provides otherwise.
- b. In the case of the CITY terminating the CONSULTANT, the CONSULTANT shall within ten (10) days or any extension thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the CONSULTANT in performing the Services under this Contract, regardless of whether the work on such documents has been completed or is in progress and said documents shall remain the property of the CITY. Notwithstanding the foregoing, the CONSULTANT shall not be held liable for the accuracy or reliability of any partially completed work delivered in accordance with this provision.

8.6 SUSPENSION

- a. The performance of the CONSULTANT's service under any provision of this Contract may be suspended by the CITY at any time. In the event the CITY suspends the performance of the CONSULTANT's services hereunder, the CITY shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by the CONSULTANT, and CITY shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONSULTANT for the suspended services unless and until the CITY notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed. Upon receipt of written notice from the CITY that the CONSULTANT's services hereunder are to be resumed, the CONSULTANT shall complete the services of the CONSULTANT called for in this Contract and the CONSULTANT shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the CONSULTANT under this Contract, same to be payable at the times and in the number specified herein. In no event will the compensation or any part thereof become due or payable to the CONSULTANT

under this Contract unless and until the CONSULTANT has attained that state of work where the same would be due and payable to the CONSULTANT under the provisions of this Contract.

- b. If the aggregate time of the CITY's suspension(s) of the CONSULTANT's Services under any Task Order of this Contract exceeds sixty (60) days, then the CONSULTANT and the CITY shall, upon request of the CONSULTANT, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed and the total compensation paid to the CONSULTANT hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the CONSULTANT for the balance of the Services to be performed hereunder. No increase in compensation to the CONSULTANT shall be allowed unless it is based upon clear and convincing evidence of an increase in the CONSULTANT's costs attributable to the aforesaid suspension(s).

SECTION 9 - CLAIMS AND DISPUTES/REMEDIES.

- 9.1 CLAIMS AND DISPUTES. Any claims, disputes and/or matters in question between the parties arising out of or relating to this Contract, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees not to make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of this Contract.
- 9.2 REMEDIES. Except as provided in Section 9.1 herein, all claims, disputes and/or matters in question between the CITY and the CONSULTANT arising out of or relating to this Contract, or the breach of it will be decided by Mediation if the parties hereto mutually agree, or in a court of competent jurisdiction. Venue for any dispute or formal litigation concerning this contract shall be in the appropriate court with territorial jurisdiction over the City of St. Pete Beach, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

SECTION 10 - INDEMNITY AND INSURANCE.

- 10.1 GENERAL. To the fullest extent permitted by Florida law, the CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the Consultant in the performance of the contract.
- 10.2 INSURANCE. The CONSULTANT will possess or obtain and continuously maintain the following insurance coverage, from a company or companion authorized to do business in

the State of Florida, and will provide Certificates of insurance to the CITY, evidencing such insurance, within fifteen (15) days following the CONSULTANT's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision, which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior written notice will be given to the CITY. Specific insurance requirements may include:

- a. **WORKER'S COMPENSATION.** The CONSULTANT must provide Worker's Compensation for all employees at the site location, and in case any work is subcontracted, will require the Subcontractor to provide Worker's Compensation for all of its employees.
- b. **COMMERCIAL GENERAL LIABILITY.** The CONSULTANT must provide coverage for all operations as detailed in the Scope of Services including, but not limited to, Contractual, Products and completed Operations and Personal Injury. The limits will be not less than \$2,000,000 Combined Single Limit (CSL) or its equivalent.
- c. **AUTOMOBILE LIABILITY.** The CONSULTANT must provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000 CSL or its equivalent.
- d. **PROFESSIONAL LIABILITY INSURANCE.** Annual Professional Liability Insurance must be maintained with coverage in an amount as detailed in the City of St. Pete Beach Request for Qualification (RFQ) titled "Engineering and Consulting Services". Said Professional Liability Insurance shall provide for all sums which the CONSULTANT shall be obligated to pay as damages for claims arising out of negligent performance by the CONSULTANT, or any person or subcontractor employed by the CONSULTANT, in conjunction with this Contract. This insurance shall also be maintained for a minimum of three (3) years after completion of the CONSULTANT's services and/or construction and acceptance of the facilities designed by the CONSULTANT under the scope of this Contract including any amendment thereto.
- e. **CERTIFICATES OF INSURANCE.** The CONSULTANT shall furnish all Certificates of Insurance forwarded directly to the following:

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

with information copied to the Designated Representative identified in this Contract. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification required by these provisions.

SECTION 11 - NEGOTIATION DATA.

11.1 The CONSULTANT hereby certifies, covenants and warrants that accounting documentation and supporting data which has established compensation provided for in this Contract are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Contract. It is further agreed that the CONSULTANT's compensation under this Contract may be adjusted to exclude any significant sums where the CITY determines the CONSULTANT's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Contract. Records of costs incurred under the terms of this Contract shall be maintained and made available to the CITY during the period of this Contract and for five (5) years after final payment is made.

11.2 Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Contract shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 12 - OWNER OF DOCUMENTS.

12.1 It is understood and agreed that all documents, including detailed reports, plans, original drawings, survey field notebooks and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the CONSULTANT. The CONSULTANT shall retain reproducible copies of all Documents for its files at Direct Reimbursable Cost. All Documents including drawings prepared by the CONSULTANT pursuant to this Contract are instruments of service in respect to the services described in the Assignment. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to the CONSULTANT; and the CITY shall indemnify to the maximum extent permitted by law and hold harmless the CONSULTANT from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the CONSULTANT will entitle the CONSULTANT to further compensation at rates to be agreed upon by the CITY and the CONSULTANT.

12.2 Any Documents given to or prepared or assembled by the CONSULTANT and its subcontractors under this Contract shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

12.3 The CONSULTANT may maintain copies of all work performed under this Contract for the CITY.

12.4 The CONSULTANT shall not publish any information concerning this project without the prior written consent of the CITY.

12.5 The CONSULTANT should abide by the Florida Public Records law, more fully described in "Exhibit C."

SECTION 13 - STANDARDS OF CONDUCT.

13.1 CONSULTANT EMPLOYEES. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making of this Contract.

13.2 EMPLOYMENT ELIGIBILITY. The Consultant 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. Consultant agrees to comply with all applicable portions of Fla. Stat. 448.095. Contractor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.
- b. Subcontractors (i) Consultant 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 Consultant 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) Consultant shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Consultant 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 Consultant'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. Consultant 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 Consultant, the Consultant may not be awarded a public agreement for a period of one (1) year after date of termination.

13.3 CONSULTANT COMPLIANCE WITH LAWS. The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

13.4 CONFLICT OF INTEREST. The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of the Contract will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as Justification for immediate termination of this Contract under the provisions of Section 8.1.

13.5 REMOVAL OF EMPLOYEE. The CITY is empowered to require the CONSULTANT to remove any employee or representative of the CONSULTANT from working on this Assignment which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the CONSULTANT in writing of the CITY's objections prior to the CONSULTANT's removal of any employee or representative.

13.6 PUBLICATION. The CONSULTANT shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 14 - ACCESS TO RECORDS/AUDIT.

14.1 RECORDS MAINTENANCE. The CONSULTANT shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting practices. The CONSULTANT shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Contract. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents and other evidence for inspection, audit and copying. Copying of CONSULTANT's books, records, documents, time records and cost accounts and other evidence shall be at the CITY's expense.

14.2 ACCESS TO RECORDS. The CONSULTANT shall maintain and allow access to the records required under this Section for a period of five (5) years after the completion of the services provided under this Contract and date of final payment for said services, or date of termination of this Contract as may have been exercised under the terms of this Contract.

SECTION 15 - CODES AND DESIGN STANDARDS.

15.1 All of the services to be performed by the CONSULTANT shall in the minimum be in accordance with commonly accepted design codes and standards, standards of the CITY and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Contract. The CONSULTANT shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Contract. Any new codes or requirements becoming effective subsequent to the effective date of this Contract that require an additional level of effort to be performed by the CONSULTANT beyond that covered under the scope of this Contract

shall be subject to negotiation for an increase in scope and compensation by an amendment to this Contract.

SECTION 16 - ASSIGNABILITY

16.1 The CONSULTANT shall not sublet, assign or transfer any interest in this Contract, without prior written approval of the CITY, provided that claims for the money due or to become due the CONSULTANT from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 17 - CONTROLLING LAWS

17.1 This Contract is to be governed by the laws of the State of Florida.

SECTION 18 - FORCE MAJEURE

18.1 Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 19 - EXTENT OF CONTRACT

19.1 This Contract, together with the RFQ titled "[insert name of RFQ]" (issued [Click or tap to enter a date.]), the proposal submitted [Click or tap to enter a date.], and the Exhibits hereinafter identified and listed in this Section 19, incorporated herein and made a part hereof by this reference, constitute the entire Agreement between the CITY and the CONSULTANT and supersede all prior written or oral understandings in connection therewith. This Contract may only be amended, supplemented or modified by a formal Amendment or Change Order to this Contract. The Exhibits supplemental to and made a part of this Contract are as follows:

- Exhibit A: Scope of Services.
- Exhibit B: Task Order Form.
- Exhibit C: Addendum

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

Corporate Consultant Name:

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: Frances Robustelli

Its: _____

Its: City Manager

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Ralf Brookes
City Attorney

Ginny Bodkin
Acting City Clerk

Sample Contract

EXHIBIT “A”

SCOPE OF SERVICES

Sample Contract

EXHIBIT “B”

TASK ORDER FORM

Sample Contract

EXHIBIT “C”

Addendum

CITY OF ST. PETE BEACH, FLORIDA **STANDARD CONTRACT ADDENDUM**

THIS ADDENDUM modifies the contract for services made and entered into this _____ day of _____, 2025, by and between the CITY OF ST. PETE BEACH, a Florida municipality, hereinafter referred to as the “City”, and _____, hereinafter referred to as “Contractor” to include the following terms of this contract Addendum:

WITNESSETH:

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

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

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

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

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

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

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

WHEREAS, Section 787.06(13), Fla. Stat. provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute;

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

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

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

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**
City Clerk/Public Records Custodian
cityclerk@stpetebeach.org
Phone: 727-363-9220

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

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

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

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

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

7. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Fla. Stat., prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Fla. Stat., or is engaged in a boycott of Israel. Section

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

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

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

proceeding to Federal Court.

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

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

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

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

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

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

"Coercion" means:

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

16. Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding,

pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

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

18. Additional Terms. Notwithstanding any of other provisions 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.



REQUEST FOR QUALIFICATIONS FOR

ENGINEERING AND CONSULTING SERVICES

CITY OF ST. PETE BEACH

RFQ



A. TITLE PAGE



George F. Young, Inc.
299 Dr. Martin Luther King, Jr. Street North
St. Petersburg, FL 33701

Contact Person / Project Manager:
Jonathan Langston, PE, Vice President
Office Phone: 727.822.4317
Direct: 727.503.6968
Email: jlangston@georgefyoung.com



TABLE OF CONTENTS

A TITLE PAGE	B
B TABLE OF CONTENTS	C
1 LETTER OF INTEREST	1
2 STATEMENT OF QUALIFICATIONS & PROFILE OF FIRM	2
3 SERVICES APPROACH	7
4 REFERENCES	16
5 INSURANCE REQUIREMENTS	21
6 EXHIBIT	22
• Resumes	
• Forms	

105+
YEARS IN BUSINESS

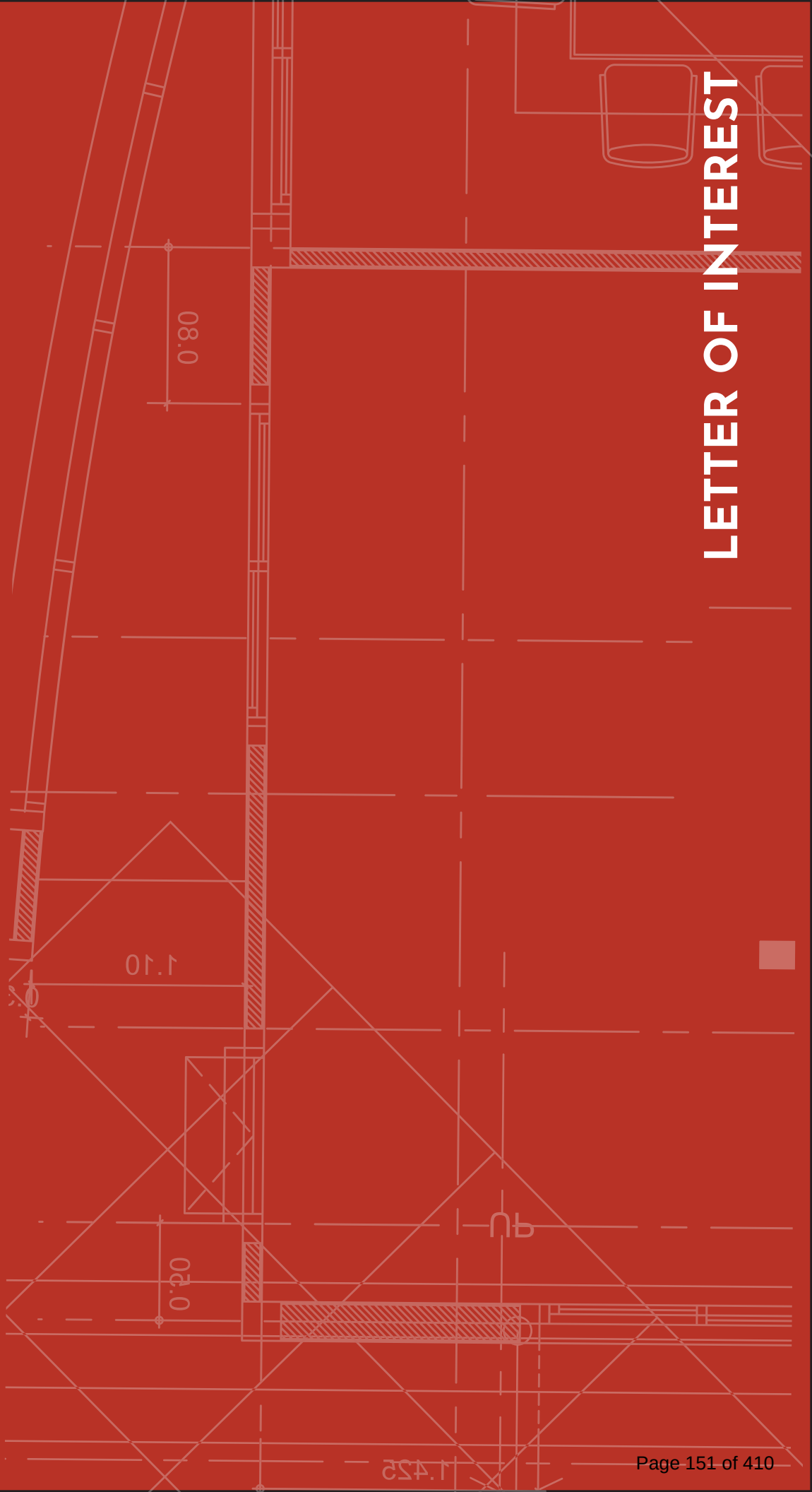
31K+
COMPLETED PROJECTS

100%
EMPLOYEE OWNED

9K+
CLIENTS

130+
TEAM MEMBERS





LETTER OF INTEREST

GEORGE F YOUNG, INC.
299 Dr. Martin Luther
King, Jr. Street North
St. Petersburg, FL 33701
727-822-4317
www.GeorgeFYoung.com

May 6, 2025

John Taylor, Procurement Manager
City of St. Pete Beach

RE: Engineering and Consulting Services | RFQ

Dear Selection Committee,

ST. PETERSBURG
LAKEWOOD RANCH
TAMPA
GAINESVILLE
PUNTA GORDA
LAKE WALES
LUTZ
BIRMINGHAM

George F. Young, Inc. (GFY) is pleased to submit our qualifications for the Engineering Consulting Services Request for Qualifications and the great honor to continue our relationship of support to the City of St. Pete Beach, FL. We along with our team of carefully selected teaming partners are confident in our ability to deliver exceptional engineering and consulting services tailored to meet your goals. With this submittal, our team of professionals and our firm's management commit to perform the work required in this contract, acting as an extension of your staff and in benefit of your and our community. We commit to employ qualified and experienced professionals to develop your projects and to deliver products of quality, on time and within budget.

GFY has over a 24 year history of providing for the City's needs under Continuous Services Contracts. We appreciate the positive experience serving the City of St. Pete Beach while executing the assignments given to us since the year 2000.

Given the broad variety of services requested in this solicitation, we have formed a team to augment our wastewater, transportation, survey and subsurface utilities professionals to provide additional services. Our team possesses distinct advantages that will ensure quality and cost-effective completion of every project:

- Multidisciplinary Services – In-house capability to support City projects
- Experienced Team working Together – Ready and familiar with City requirements and staff
- Relationship – Long term relationship with your staff, proven reliability and trust

Our team's local presence is another critical advantage. Headquartered in St. Petersburg, with nearby offices in Tampa, Lakewood Ranch, and Lutz, GFY offers a staff deeply familiar with the West Florida region's unique conditions. Our proximity guarantees timely, high-quality deliverables and a vested interest in the success of the City of St. Pete Beach's infrastructure projects.

We understand that the City is seeking a firm with expertise in surveying, roadway, drainage, and traffic design services, as well as environmental permitting, landscape architecture, utility coordination, and final bidding advisory services. GFY has extensive experience delivering these services for grant-funded programs and similar initiatives. Our management staff, including Justin Reck and Jonathan Langston, PE, brings the expertise, resources, and proven practices to ensure your project's success.

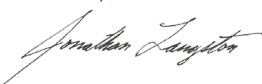
In responding to this solicitation, GFY kindly requests to be considered as prime consultant for the service categories of:

- A. General Engineering Services**
- B. Transportation Planning & Design Services**
- D. Survey Services**
- H. ADA Compliance and Review and Implementation Planning**

In addition to our core service areas, our team integrates **local subconsultants that will support us providing services in all other service areas: C. Architectural Design Services; E. Marine Facilities; G. Urban Development Planning; and K. Soil and Material Testing** as well as bench support for the prime service categories mentioned above.

I will look forward to serve as your Project Manager and will provide authorized signatory representation for this contract. I can be reached by phone at 727.822.4317 and by email at jlangston@georgefyoung.com.

Sincerely,


Jonathan Langston, PE
Vice President

2

STATEMENT OF QUALIFICATIONS AND PROFILE OF FIRM



Statement of Qualifications and Profile of Firm

SIZE OF FIRM

George F. Young, Inc. is a **local** Florida firm that has been based in St. Petersburg, Florida for 105 years with 132 employees. We currently maintain 7 offices throughout the state: St. Petersburg, Tampa, Lutz, Lakewood Ranch, Punta Gorda, Lake Wales, Gainesville, and one in Birmingham, AL. The work for this project will be performed out of our corporate headquarters located in downtown St. Petersburg, FL.

Table 1 – Professional and Technical Staff

Discipline	Registered Professional Staff Total Company	Technical Staff Total Company
Civil Engineering	9	5
Utility Engineering	1	1
Transportation Engineering	4	5
Landscape Architecture	1	1
Geographic Information Systems	1	1
Surveying & Mapping and Hydrographic	15	37
Subsurface Utility Engineering	1	14
Utility Coordination	2	2
Total	26	56

Our fully equipped and staffed departments are ready to assist clients with all aspects of their project needs. We understand that every project is unique and requires extensive collaboration with City Staff. Our approach to each project is to develop an understanding of the project, offer options for solutions, and assign responsibility and staff together with other necessary resources; then execute the project successfully to provide an accurate and timely product. In addition, to efficiently serve our clients, we utilize the latest electronic data collection technology for seamless field to final product deliverables. We have been providing Engineering and Surveying and Mapping services for the FDOT since the early 80's. The GFY team has completed, with great success, projects for Cities and Counties within Florida, and within FDOT Districts. With effective management and leadership, GFY has earned the trust of our clients by consistently delivering high-quality results within time and budget constraints. GFY is a Florida Corporation.

EXPERIENCE OF ASSIGNED STAFF

Meeting the requirements of an as-needed professional services contract such as this requires a company with not only a great depth of personnel to provide a complete response, but also a company with a staff of skilled managers and specialists to fully provide all of the services that may be needed. George F. Young, Inc. is that Company.

We are committed to providing you the professional and technical staff required to complete your assignments on time, while providing a quality product that can be relied upon. The staff for this contract has been carefully selected to provide you with experienced, well qualified professionals and technicians; who not only have outstanding professional credentials but are also familiar with local requirements. The staff members we have included in this response represent only those who will be assigned to this contract. George F. Young, Inc. has additional staff available should the need arise. We are committed to providing you sufficient staff to meet your schedule and perform all work in a timely and professional manner.

COMMUNICATION PROCESS

At GFY we take advantage of our Project Communications Plan as a simple tool that enables our team to communicate effectively on a project with our client, team, and other stakeholders. It sets clear guidelines for how information will be shared, as well as who's responsible for and needs to be looped in on each project communication.

Our Project Communications Plan effectively defines the information, audience and frequency of communications via the most efficient mode, including:

- Emails – Are brief, clear and to the point.
- Meetings (in-person, phone, or video chat) – Microsoft Teams, Zoom, Skype
- Status reports – Project schedules in Microsoft Project, project financial reports in BST and project manager briefings included with monthly invoices to clients.
- Collaboration apps – Screen sharing, Monday.com, Outlook Calendar and other applications where the team can access status information 24/7.

Our Project Manager is the main point of contact with the City and is responsible for maintaining the cadence of communications within our team and with the client. Depending on project needs and client preferences, a weekly or biweekly conference call meeting is held.

On subsequent pages, we delve deeper into our teams qualifications and we have included an Organizational Chart outlining our proposed George F. Young, Inc. Team.

105+
YEARS
IN
BUSINESS

60+
CONTINUING
SERVICE
CONTRACTS

100%
EMPLOYEE
OWNED

130+
LOCAL
STAFF



■ Key Personnel



Mark Adler, PE, MBA, Principal-in-Charge/QAQC Mark, a GFY veteran since 1986 and Senior Vice President of Lakewood Ranch Engineering, brings extensive expertise in transportation and infrastructure development. He leads the Lakewood

Ranch office, managing projects encompassing roadway design, stormwater management, and utility systems. His background includes comprehensive project management, design, permitting, and construction administration for roadway, sidewalk, and utility projects, alongside residential and commercial land development. As Quality Assurance Manager, Mark will provide quality oversight and assurance, confirming that all project engineers and our team in general abide by our QA/QC plan and City standards. Mark will provide the City:



Our **Project Manager, Jonathan Langston, PE**, is the point of communication between the City and our team, and foremost, be a leader to our team in delivering your projects on time and within budget. With 13 years of engineering and management experience, Jonathan specializes in transportation projects within Florida and North Carolina. His portfolio includes significant involvement in roadway design, traffic engineering, and infrastructure development for clients such as FDOT, NCDOT, Hillsborough and Collier Counties, and the Cities of Tampa and St. Pete Beach. Jonathan has engineering and management experience in both public and private sectors for projects ranging from transportation, residential, commercial, industrial, and hospitality gaining valuable experience working with a range of clients. He excels in navigating complex project requirements and delivering efficient, sustainable transportation solutions.

- Leadership direction to the Team in the clarification of the scope of each task assignment
- Personnel and Subconsultant assignment designation
- Client assurances to address compliance with schedules, budget and scope of services



As **Civil/Site Review Engineer, Timothy Rankin, PE, PE** brings over 10 years of experience in engineering projects. His diversified experience in municipal, educational, multifamily, and commercial services gives Mr. Rankin the ability to serve any client from start to finish. He has designed facilities, roadways, and various infrastructure needs. Mr. Rankin has managed and been the project engineer on many city and county projects.



Gregory Dawkins, PE, Traffic Engineer has over two decades of traffic engineering experience. As the former City of Birmingham Director of Traffic Engineering, he offers the unique perspective of both agency and private firm experience. He understands the unique needs of public clients, how to manage teams, and innovative ways to improve infrastructure, including telecommunications design. Further, Greg is an expert in traffic analysis and traffic modeling.



Joseph Sayre, Senior Project Engineer Joe has over 38 years of experience, primarily in urban and rural roadway design. He also supports a wide range of other disciplines including Project Development and Environment Studies, structural engineering, traffic, roadway lighting, and site development work. He has diverse knowledge of design software including Microstation Select Series 2, Geopak Road, Geopak Site, Geopak Corridor Modeling, Microstation Descartes, FDOT CADD Software, FDOT Electronic Delivery, Autocad Civil 3D.



Nicolas Malabet, PE, Utility Engineering has a background in transportation stormwater analysis, utilities engineering, and land development design. He is proficient in AutoCAD Civil 3D, ICPR and PONDSS. He has gained strong engineering experience in stormwater modeling and permitting with different municipalities and districts such as Hillsborough County, Southwest Florida Water Management District, and the City of St. Petersburg.



Michael Curley, PSM, Project Surveyor has 40 years of experience providing surveying services throughout the state and on FDOT projects that include Railroad Corridors, Design Surveys, Geodetic Control Surveys, R/W Control Surveys, R/W Mapping & Monumentation Surveys and Subsurface Utility Mapping.



Tevor Hatch, PSM, Project Surveyor skills, knowledge, and experience in the field of land surveying cover various surveying tasks for civil engineering firms, land developers, and contractors. He specializes in land development and ALTA surveys. He has been the surveyor of record for many subdivision plats and ALTA surveys.



Richard Campanale, Environmental Permitting is a seasoned environmental scientist, with extensive expertise in ecology and land management. Joining the ranks of environmental science with a keen focus on land management and ecological restoration, his role encompasses a spectrum of responsibilities, from leading habitat restoration projects to conducting ecological surveys and wetland jurisdictional determinations.

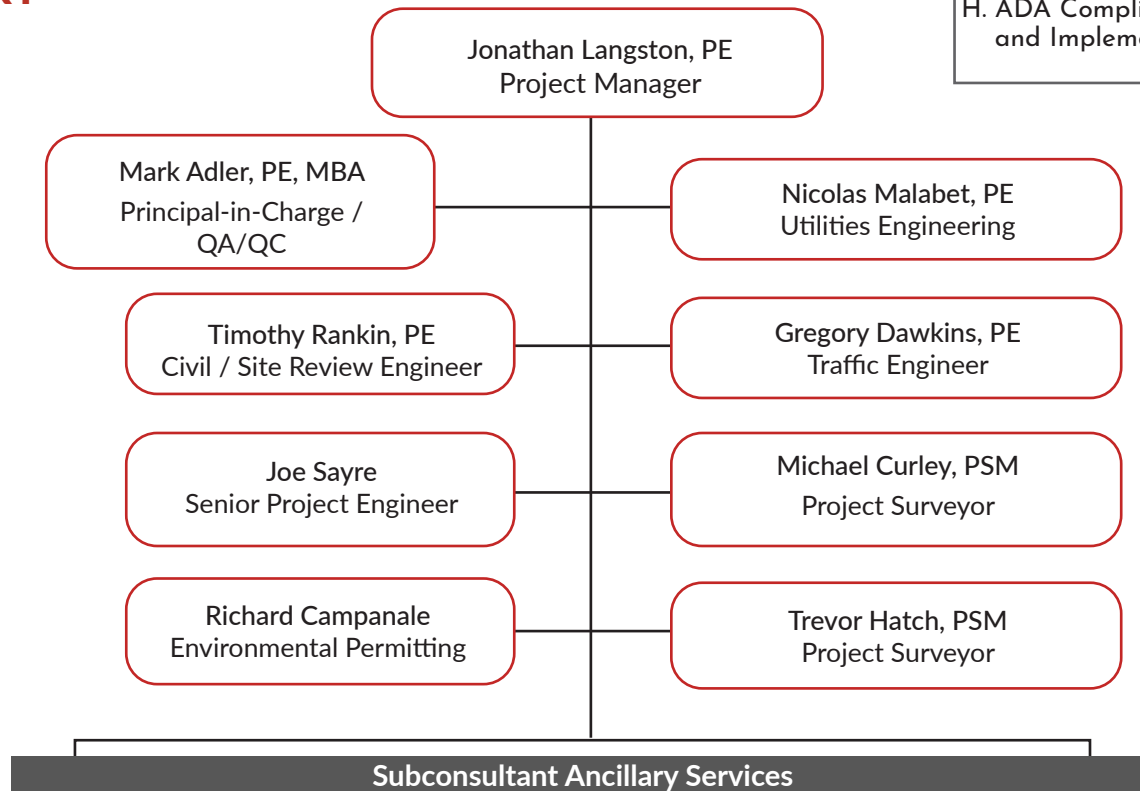


ORGANIZATIONAL CHART



George F. Young

- A. General Engineering Services
- B. Transportation Planning & Design Services
- D. Survey Services
- H. ADA Compliance & Review and Implementation Planning



Pond Co
Transportation planning and Design, electrical, bridges, architectural services, landscaping design, Urban Development Planning
Wade Carroll, AICP, RSP Christian Morales, PE
Transportation Planning & Design
Joe Stitt, PE, LEED AP Electrical Engineer
Pedram Rahbar, PE Bridge Design
Marco Migliaro, AIA, NCARB Architectural Support
Matt Wilder, PLA, ASLA Urban Planner & Landscape Architect
Andrew Kohr, PLA, ASLA Lillian AL Haddad, AICP, LEED AP ND Urban Planning Development

Zyscovich
Architectural Design Services, Building Design, Vertical Building Construction and Renovation, Interior and Exterior functionality Design including LEED
Jose Murguido, AIA, ALEP, NCARB Principal
Alexander Perez, CGC, LEED AP BD+C, LPCI, IESNA Project Director
Arif Abdulla, AIA, LEED AP BD+C, CSI Project Architect
Rafael Concepcion, LEED AP Senior Project Manager
Martha Garrido Interior Designer
Grace Perdomo, Assoc AIA Planner

VoltAir
Mechanical, Electrical, Plumbing, HVAC, Communications
Julius D. Davis, PE LEED AP Principal
Bryan Zemina, PE Mechanical Engineer
Danny Celis, PE, LEED AP BD+C Mechanical Engineer
Kate Lucaj, PE, LEED AP BD+C Electrical Engineer
Rob Shorey, Jr. CPD, GPD, FASPE Plumbing & Fire Protection

PSI Intertek
Asbestos, lead based paint, petroleum & other hazardous, toxic radioactive waste remediation; Geotechnical soil investigations
Keith Kartovicky, FLMA Environmental Sr. Project Manager
Robert "Jay" Mundy Environmental Project Manager
Courtland Alvies, PE Geotechnical Project Engineer
Cannon Gilbert, EI Geotechnical Staff Engineer

Moffatt & Nichol
Marine Facilities
Michael Herman, PE Coastal & Marine Engineer
Nancy Lehr, PE, APMP Senior Structural Engineer
Isaac Canner, PE Structural Engineer, Engineer-Diver



■ Subconsultants



Pond and Company (Pond) with over a decade of dedicated service in Florida, is proud to support communities across the state. Our Florida-based team brings deep local knowledge and a commitment to delivering high-quality planning, architecture, engineering, and construction services to transportation, infrastructure, and government clients. As a trusted partner in the Tampa Bay region—including the St. Pete Beach area—Pond has established long-term relationships with clients by consistently providing responsive, customized solutions. Our Tampa office is home to Transportation Lead Wade Carroll, who guides our efforts in delivering context-sensitive, community-driven transportation projects throughout the region. Pond's Florida portfolio includes a range of successful projects supporting cities, counties, and transportation agencies with services spanning roadway design, planning studies, parks and recreation enhancements, and facility improvements. Our Florida teams are backed by a nationwide staff of over 800 professionals, giving us the flexibility and resources to scale solutions to meet our clients' unique needs. At Pond, more than 85% of our work comes from repeat clients—a testament to the trust we build and the results we deliver. We look forward to continuing to serve communities like St. Pete Beach with the same dedication that has driven our success across Florida for the past 10 years.



Since 2008, **VoltAir** has been a key contributor to many local continuing capital improvement and engineering services projects throughout the greater Tampa Bay region. Some of our project owners include the: City of St. Petersburg, City of Tampa, City of Largo, Pinellas County Schools, and University of South Florida. Additionally, we have worked on municipal projects that highlight our proficiency in mechanical, electrical, plumbing, fire protection engineering, and technology design services. Select additional projects include: City of Pinellas Park, Public Safety Office; City of Clearwater, Fire Station #47; Port Tampa Bay, SESCO Cement, Port Redwing, Site Lighting/Photometric; City of Tampa, Municipal Services Center, Hanna Avenue; and City of Tampa, Relocation of Solid Waste Facilities from Spruce St. to 34th Street. Our proposed staff has over 90 years of combined experience in delivering high-quality engineering and design solutions across various sectors, ensuring excellence in every project phase.



moffatt & nichol

For more than 75 years, **Moffatt & Nichol** has been a full-service corporation providing unique experience and expertise required for a wide range of engineering professional services. The employee-owned firm has specialized in marine, coastal, and port engineering experience, including marine structural engineering, coastal planning, resiliency, civil engineering, and environmental services. We have worked throughout the Tampa area, as well as projects around Florida and the Caribbean. Moffatt & Nichol currently holds on-call contracts with the City of Clearwater and the City of St. Petersburg for marine and coastal engineering, the later which we have held for more than 20 years. Moffatt & Nichol is also a subconsultant for a City of Tampa on-call contract with AREHNA Engineering Inc. Through these contracts Moffatt & Nichol has direct experience with marine and coastal engineering projects throughout the Tampa Bay area. These include, but are not limited to: City of Tampa Dock and Boardwalk Improvements at Lowry Park; City of Tampa Davis Island Seaplane Park; City of Tampa Davis Island Seaplane Basin Mooring Field (sub to Arena); City of Tampa Davis Island Dog Beach Shoreline Restoration; City of Clearwater Harbor Marina South – North Wave Attenuator Replacement; City of Clearwater Harbor Marina Post-Hurricane Inspection Emergency Response; City of Clearwater Harbor Marina Post-Hurricane Repair project; City of St. Petersburg Port Master Plan; City of St. Petersburg Municipal Marina Upgrades; and City of St. Petersburg Municipal Marina Master Plan.



Professional Service Industries, Inc. (PSI), an Intertek Company, is a nationally recognized consulting engineering and testing firm providing integrated services in several disciplines, including geotechnical and environmental engineering, construction services, materials engineering & testing, roof & pavement consulting, asbestos management, and facilities consulting and engineering. We are a leader among the nation's independent testing organizations and rank among the country's largest consulting engineering firms. For over 35 years, PSI has been providing geotechnical solutions for a variety of city and county governments and private clients throughout Florida under challenging premises. PSI personnel have performed thousands of subsurface explorations in south Florida and our experience ranges from projects requiring a few soil borings to large projects requiring several hundred borings. We provide qualified recommendations and use the most updated field equipment to gather our information. PSI maintains a large variety of land and marine subsurface exploration equipment along with laboratory and office facilities. We have more than 100 fully equipped exploration crews with drill rigs mounted on all types of carriers to allow access to virtually any condition on land or water. The variety of sizes and types of equipment and our crews' broad experience allow flexibility in sampling and drilling techniques and in scheduling. PSI has provided construction materials testing and inspection services to public agencies in Florida for over 40 years. We maintain complete facilities



ENGINEERING AND CONSULTING SERVICES
RFQ City of ST PETE BEACH

■ Subconsultants

and equipment for the inspection and testing of soils, concrete, structural elements, metals, pavement, roofing materials, and specialty items. In addition to these basic services, we perform a full range of consulting engineering services, forensic evaluations, and quality assurance/quality control for construction projects. PSI's key team members have provided these services on hundreds of successfully completed projects, including roadways, utilities, and other facilities. Our technicians are ACI, AWS and NICET trained/certified in their respective disciplines and our laboratories are annually inspected/certified by CMEC and the FDOT. The environmental group at PSI has perfected a program geared towards providing our clients with a diverse array of professional consulting services. Our primary goal is to provide our clients with common sense solutions to sometimes complex problems in a time and resource efficient manner. PSI is a full-service environmental firm providing Phase I & II Environmental Assessments, Site Characterization/Contamination Assessment, Remedial Design, Risk Assessment, Remedial Action Implementation, Long-Term Remediation Effectiveness monitoring, Abestos, Lead Based Paint, and Hazardous Materials consulting. We believe that no other environmental firm offers the diversity of services, depth of resources, and geo- graphic coverage of PSI. We have over 300 employees located in our 10 Florida offices as well as a network of support with 1,800 staff members in nearly 75 offices nationwide. Our unique combination of local, independent offices paired with a nationwide presence allows PSI to provide the responsiveness and concern of a local firm with the collective skills and resources of a national company.



Zyscovich is a 160+ person award-winning integrated Architecture, Interior Design, and Urban Design firm headquartered in downtown Miami, Florida with offices in Tampa, Fort Lauderdale, West Palm Beach, Winter Park, Orlando, Fort Myers, and Jacksonville, FL, as well as New York City and Boston, MA. Our firm has garnered a reputation for its expertise in market-based design solutions, as well as for the creative and implementable strategies it brings to complex development and

architectural design projects. We have been internationally recognized for our work in architecture, master planning, urban design, interior and branding design, sustainable design, historic preservation, and site analysis. For 48 years, Zyscovich has been recognized by the industry for both innovation and a practical approach to design. We take pride in successfully delivering projects that fulfill and exceed client goals and aspirations. Our record of performance, including our willingness to meet time and budget requirements, is proven by the fact that most of our clients are repeat clients, not just for a project or two, but year after year because of our commitment to high-quality design and responsive customer service. Our extensive portfolio includes municipal, retail, government, commercial, mixed-use, healthcare, multifamily residential, educational, hospitality, corporate, parking, financial, entertainment, and transportation facilities throughout the United States, the Caribbean, and South America. Our team's approach is to rationalize and facilitate the process from a project's inception through its successful completion. We offer a comprehensive scope of services by partnering with clients, consultants, construction managers, and jurisdictional authorities to develop solutions that will be thoroughly integrated with the client's vision. The quality of our staff, coupled with our size and proven expertise, enables us to provide solutions of the highest design quality.

Zyscovich is driven by the need to create environments that contribute to the quality of life. Our designs are intended to reinforce the cultural, socio-economic, and recreational opportunities of the urban fabric. Our planning group has worked with many public entities in creating communities that are distinguished for their reflection of natural, cultural, and historical diversity, their authentic character, and the integration of the natural world and the built environment.

40

Governmental Clients

500+

Phased renovations on occupied facilities

1B+

Square feet Constructed in Municipal spaces alone

21+

LEED® Accredited Professionals

200+

Sustainable & LEED® Projects



3

SERVICES APPROACH



Services Approach

Being a local firm in St. Petersburg, FL, we understand many of the challenges associated with being on a low lying island, susceptible to extreme weather events, and familiar with rebuild efforts. Unfortunately, this often entails quarterbacking displaced citizens, destroyed infrastructure, and coordinating local, state, and federal funding sources all while ensuring public safety is ensured, protected, and improved. Our staff, especially after the 2024 hurricane season, is well versed in recovery efforts from both the public and private spectrums of work. We have recently, and too often seen our clients, staff, and our communities at their lowest lows and most frustrating, emotionally draining moments. These unfortunate moments also provide the opportunity to see the best in our communities. At George F. Young, our staff prioritizes integrity, quality, and service. Not only communicating but acting, has been integral to our long-term successes and is the foundation of our approach.

We understand that many projects follow similar processes for design and permitting, however we also know by experience that every project presents its own challenges and specific requirements. Our team bridges those realities to your advantage. We apply our experience providing solutions for the City and can foresee situations before development of a project is well advanced.

Our team pays attention to each project's requirements by researching project information and listening to the City's objectives and expectations – every time. With dozens of successfully completed projects over decades of service, we bring value to your City's needs, whether a Capital Improvement Plan (CIP) implementation action, emergency response services, traditional bidding project, or review assistance, with clear understanding of the task at hand. We have reviewed the available CIP documentation and understand how the projects in that plan are essential to accommodate the City's growth, expand, modernize and improve facilities and replace aging infrastructure. The project approach presented has been followed in recent projects with the City and can be adjusted to the specific requirements of the projects that will be assigned.

IMPORTANT PROJECT DOCUMENTATION, SERVICES AND MILESTONES

Design Memorandum - The purpose of the Design Memorandum is to confirm the proposed project scope and approach. It will detail construction methods and approximate the routes and alignments if the project entails new potable water, sanitary gravity sewer, sanitary force main, sanitary lift station or reclaimed water pipeline or pumping station improvements. Existing known utility information

will be sketched on these aerial maps and meetings will be held with all utilities to approximate location of their facilities. If necessary, we will use our Subsurface Utility Engineering Department for precise identification and subsequent conflict resolution.

The Design Memorandum will present alternative solutions and evaluate the advantages and disadvantages of each alternative, as well as, present a preliminary construction cost opinion for each alternative. After City staff has reviewed a draft memorandum, the Design Memorandum will be finalized and presented with the recommended and approved alternative based upon the City's evaluation of the advantages, disadvantages and potential costs.

Plans and Specifications - Plans will be submitted to the City for review and comment at the 30%, 60%, 90% and 100% levels of effort. The methods of construction will be identified, as well as materials of construction, lengths of runs, fittings, and stationing.

Technical specifications for the work will be prepared and combined with City front-end documents to meet the requirements of both the City and other regulatory permitting agencies. Specifications will be provided to the City for review at the 90% and 100% levels of completion.

Procurement and Award - GFY will prepare bid sets and issue necessary addenda for the project, conduct a pre-bid conference and assist the City in the bid opening. After the bid opening, bids will be examined to determine the lowest bidder who meets the required technical qualifications for undertaking the work.

The City's proactive approach to alternative delivery methods is matched with our proven experience preparing design criteria packages for design-build projects for municipal clients. GFY is familiar with the City, other local clients and the Design-Build Institute of America guidelines for procurement of design-build projects.

GFY is familiar with the City procurement process and schedule constraints. Our bid packages reflect our understanding of the construction process and City objectives.



CONSTRUCTION PHASE SERVICES

ur concept – through – construction presence as a consultant elevates with special significance during the construction phase of our projects. The continuity of our design staff in support of the City has proven effective in our projects. During this phase, we will provide the following services:

1. Technical assistance during construction for unanticipated conditions impacting design and for general conformance of the work to the design intent.
2. Attend progress meetings with City Staff and Contractor's representatives as requested.
3. Review of contractor submittals to include the following activities:
 - a. Review of shop drawings submitted by the contractor to determine general conformance to the design concept and the contract documents.
 - b. Review of equipment and/or materials submitted by the contractor as substitutions to those specified in the contract documents.
 - c. Review contractor pay applications, change orders.
4. Site visits for Substantial Completion and Final Completion with City staff and Contractor representatives.
5. Comprehensive inspection services, as needed.

PROJECT MANAGEMENT PLAN

The proper development of high-quality engineered and surveyed products begins with the GFY Project Manager and a high-quality Project Management Plan (PMP). In fact, our production systems are custom-built around the individual talents of our project management staff. As such, our system is designed to allow our project managers the flexibility they need to develop customized PMP's that accurately reflect the specific conditions surrounding each project assignment.

Projects will begin with a comprehensive brainstorming session. This meeting will include key design team members, including subconsultants that will support our team.

The GFY team will include team members necessary, with a comprehensive set of skills to complete any type of projects that may be assigned by the City. Our Project Manager will carefully select a qualified project team specific for each work order with the knowledge of the City and other participating agencies. Each project team member will be carefully considered and clearly identified for each work activity at the time of project scoping to ensure optimization of project schedule and budget.

SCHEDULE AND COST CONTROLS

Effective scheduling is a function of many variables, most notably, project understanding, communication and accountability. Our project managers utilize effective communication and development of a "conservatively aggressive" schedule. This ensures the project's deadlines are realistic, yet timely enough as to ensure no funds or time is being wasted. When opportunities arise to generate float, the schedule will be moved forward maintaining an ambitious approach from scoping to completion ensuring the most cost-effective and accurate product for St. Pete Beach.

Our team clearly understands the importance of assigning appropriate and capable personnel to each task assignment. This will ensure the scope is broken down into measurable tasks and progress milestones and delivery dates so there is a clear understanding of expectations throughout the project. Additionally, this allows us to develop the critical path for the projects.

Our project management staff will maintain project milestones and identify changes to those milestones early in the process which includes how these changes will be effectively mitigated to meet the project commitments. By identifying the critical path of subtasks for the successful completion of the task order, we manage those critical work elements before they delay the schedule to ensure a timely completion. And lastly, our team will communicate openly and frequently with the City of St. Pete Beach staff and other stakeholders throughout the project.

Most projects are reviewed on a bi-monthly basis. During this review, the project manager updates the schedule with the current state of work that is completed and in-progress. The remaining work should be evaluated to see if the project will be completed within the original effort, cost, and duration estimates. This practice facilitates the project manager to implement timely corrective action as needed. We utilize internal project management tools to carefully and consistently monitor personnel, workload/availability, schedules, project milestones and critical paths.

Our project manager will identify deviations from the planned schedule before they impact the overall critical path and arrange for corrective actions in staffing and task completion. For construction contracts, our team will work with the contractor and the jurisdiction agency to implement external schedule controls to keep the contractor on schedule and within budget.

GFY has the latest accounting and project management tools such as BST, Microsoft Project, Sharepoint, and others to track expenditures and milestones as they occur. With project controls in place to monitor project budgets on a real-time basis, GFY measures budget expenditures against the portion of work product actually completed, project schedule, key milestones and deliverable dates.



UNDERSTANDING OF WORK REQUIRED

GFY has a history with the City of St. Pete Beach and is very knowledgeable of the areas of concern within your community. Most notable, the stormwater and flood control issues on the island. The GFY team has read the reports and City Code that are aimed at addressing the ongoing flooding often affecting the community. Unfortunately, there is no short-term fix for the needed long-term solution in this case. George F. Young has worked on drainage improvement projects within your community and understands the growing issues associated with not only the development of land but also the ever-changing extreme tidal fluctuations your facilities and residents are subject to. GFY is unique in that, our engineers and surveyors work in the same building, collaborate in the same business meetings, and coordinate efforts unlike many other teams. We're uniquely positioned to be an extension of the City's target of identifying trouble areas through modern and cost-effective scanning techniques and coordinating a long term engineered solutions.

In addition to the flood control issues, our team also understands the needs for maintaining the current infrastructure, roads, bridges, beaches, and drainage systems under your jurisdiction. George F Young has ample resources available to effectively complete these tasks with the most modern technology. For example, our roadway staff is well versed in 3D modelling efforts which can accurately and quickly calculate volume differences for beach renourishment projects, output automated paving surface files for contractors to utilize in the field, or gather necessary impact information for permitting agencies.

GFY brings extensive civil engineering experience and expertise including but not limited to buildings, road design, intersection design, sidewalk design, stormwater design, park design, and site design:

General Civil Engineering

- Roadway Design
- Subdivision and Site Design
- Stormwater Design
- Utility Infrastructure Design
- Surveying
- Geotechnical Investigations
- Project Management
- Construction Engineering & Inspection (CEI) Services

Transportation Engineering

- Roadway Design
- Traffic Studies
- Project Development and Environmental (PD&E) Studies
- Project Management with Federal, State and Local Grants
- Surveying
- Geotechnical Investigations
- Roadway Construction Engineering & Inspection (CEI)

Stormwater Engineering

- Stormwater System Design and Permitting
- Project Management with Federal, State and Local Grants
- Stormwater Drainage/Maintenance
- Surveys
- Project Management
- Construction Engineering & Inspection (CEI) Services

Water and Wastewater Engineering

- Engineering for utility line extensions for water, reuse, and sewer
- Engineering for utility line and components relocations
- Lift station, sewer and manhole condition assessment
- Survey, Geotech, sub-surface utility engineering and testing for water and wastewater projects
- Engineering for force main repair and replacement
- Water and wastewater plant upgrades within CCNA
- Asset Management Planning and Implementation Permitting



QUALITY ASSURANCE / CONTROL

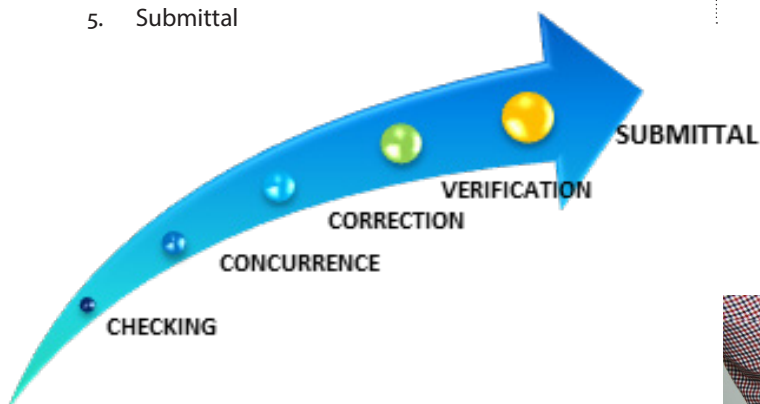
Our team understands the direct correlation between the City's budgets and liabilities and the accuracy of our designs, estimates, and specifications. Our five step quality control (QC) process ensures that each deliverable is completed, checked, and exceeds scope expectations. Our quality assurance process is a proven method resulting in mitigating costly changes before they get to construction.

At GFY we believe in a proactive Quality Assurance approach to our Quality Control program. Quality Assurance is a process-driven approach that is the foundation for our Quality Control Program. We have put a process in place to ensure quality, constructible projects after each design. This process involves proper and continuous training for staff and making sure the right staff is assigned to each project. Scheduled Quality Control checks by staff that are not associated with the project helps ensure a constructible, comprehensible, and accurate delivery before submittals leave our office.

It is our belief that quality is not achieved simply by a review at the end of a project. Instead, quality assurance and quality control must be a continuous process from the beginning to the end. We utilize a five (5)-step process at critical stages of the work to assure that we maintain quality throughout the life of each project and provide quality assured deliverables that are checked and ready for use.

The five (5) steps are:

1. Checking
2. Concurrence
3. Correction
4. Verification
5. Submittal

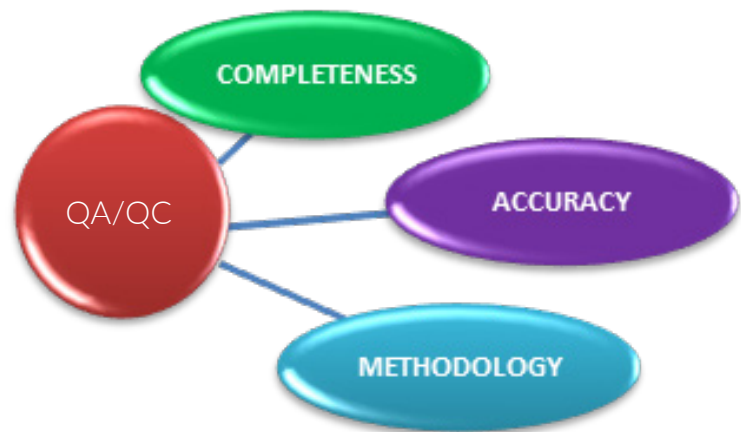


Each project goes through this 5-step process at least twice before issuance of plans for construction. Each set of plans are meticulously checked for errors or omissions, as well as for clarity and constructability.

The member of staff that performed the Quality Control check then meets with the project manager to go over each page and to get concurrence on each comment.

Our QA/QC program is based upon the premise that two (2) qualified individuals must agree on:

- Methodology
- Accuracy
- Completeness



GENERAL ENGINEERING SERVICES

Maintaining a cost effective wastewater management system with sufficient capacity to accommodate the near-future demands of the community is a challenge which is faced by many Florida communities. Additional challenges are facing communities as their sanitary sewers, pump stations and force mains age, requiring increased levels of annual maintenance and Renewal & Replacement activities. Our professionals understand the critical role that the professional engineer plays in the responsible and progressive development of public infrastructure.

At GFY we recognize that our state's growing population and limited natural resources present utility engineers with a wide variety of complex technical challenges. Our professional staff is up to the challenge. We provide a wide range of services, including: water supply, wastewater treatment design, pipeline design, pumping design, reclaimed water, construction administration and environmental permitting. Our team provides a wide range of water and wastewater design services. Our team has designed award-winning projects for communities across the state, including: large-diameter transmission mains, reclaimed water systems, sanitary sewer collection systems, surface water restoration systems, vacuum sewer systems and a wide variety of pumping stations and water/sewer utility infrastructure systems.

WASTEWATER COLLECTION

Our team is comprised of professionals that have designed gravity pipes, manholes, tanks, lift stations, control structures, and force mains that gather used water from residential and nonresidential customers and convey the flow to the wastewater treatment plant. Our experience overarches design and includes permitting and support services.

PUMP STATION DESIGN AND REHABILITATION

Our team has successfully completed water and wastewater pump station design and rehabilitation projects throughout Florida. These improvements include rehabilitation or replacement of wastewater lift stations that are in need of repair because of their deteriorated condition. Our engineers have managed and executed all aspects of Sewer Systems Evaluation Surveys (SSES) work to meet Infiltration/Inflow (I/I) reductions for our clients. This experience includes rehabilitation of pump stations including entire wet wells, pumps and piping, and electrical controls and instrumentation. Our engineers work closely with our clients to identify the most effective equipment and materials; to ensure that the selected solutions take in to consideration operational conditions and capital improvement programs plans.

STORMWATER TREATMENT AND CONVEYANCE SYSTEM DESIGN: Development of sustainable, environmentally sound stormwater management solutions that minimize/ eliminate flooding while also recharging natural systems and complying with progressively more stringent federal and state water quality is one of the most significant challenges facing Cities in the next decade. GFY has successfully completed hundreds of stormwater management projects in Florida which have provided our clients with solutions that met their needs, often times provided unanticipated benefits, and reduced life cycle costs. Our process includes design and upgrading of stormwater collection system comprised of smaller underground piping systems, ditches, stormwater retention and detention ponds, lakes, overflow structures and culverts.

SPECIAL SERVICES, FEASIBILITY STUDIES & PLANNING

Our experience and long term prevalence in our market allow GFY to provide value to our clients with the preparation of high quality Feasibility Studies, Modeling and Planning documents. The planning phase of every project provides vital information; essential to determining specific infrastructural priorities and needs. Our team has extensive experience in water and wastewater planning, hydraulic modeling, GIS, cost estimating, field evaluations, and obtaining creative project funding.

PERMITTING AND REGULATORY COMPLIANCE

The GFY Team has a long history of experience with all of the regulatory agencies that have purview over engineering programs. Our engineers work with federal, state, regional, and local permitting and enforcement authorities on an almost daily basis. We have been the firm of choice for many governments with environmentally difficult programs requiring extensive knowledge of the rules and procedures of the various regulatory agencies. Specifically, GFY has experience with the following agencies: Florida Water Management Districts, Florida Department of Environmental Protection, U.S. Environmental Protection Agency, Florida Department of Economic Opportunity, Florida Department of Transportation, and U.S. Army Corps of Engineers.

GFY Engineering Services

ADA Compliance
Civil Engineering
Code Compliance
Community Liaising
Drainage & Sewer System Design
Environmental Engineering
Grading Plans
Highway Design
Intersection Improvements
Permitting Support
Parking Facilities
Design Roadway
Design Traffic Engineering
On-Site Utility Plans
Site Development
Site Investigation Reports
Site Planning & Design
Site Plan Approvals
Stormwater Management
Value Engineering Support
Wastewater Treatment
Water Supply



ENVIRONMENTAL CAPABILITIES

GFY has in-house ecologists that work closely with the design team providing not only up-front data that is critical to implementing a design solution that works, but also developing innovative concepts that result in viable projects with minimal impacts to the environment. Services include Ecological Services, Ecological Assessment, Environmental Permitting, Wetland Delineation and Mitigation Design, Gopher Tortoise & Osprey Relocation, Expert Witness Testimony, and Protected Species Surveys & Permitting.

CONSTRUCTION PHASE CAPABILITIES

Our staff brings continuity from the design phase to construction ensuring that important decisions and elements of design are incorporated through construction. Our construction administration and engineer of record experience brings value to our clients and their projects by reducing contractor questions, requests for information, change orders and impacts to construction schedules.

PROCUREMENT AND CONSTRUCTION PHASE SERVICES

GFY offers comprehensive civil engineering support during construction, including BMP implementation, utility certification, field adjustment engineering, and claims resolution. Our expertise covers MOT in public rights-of-way, detailed daily reporting, pay request processing, and inventory management. We effectively resolve utility conflicts, prepare inspection reports and punch lists, manage change orders and RFIs, conduct project meetings, and meticulously review contractor submittals and project documentation, culminating in record drawing preparation and thorough stakeholder coordination.

OPINIONS OF PROBABLE COSTS

GFY is very sensitive to the City's need to develop concepts that are within the project's financial limits. Our experience assisting municipal clients in preparing and executing Capital Improvements Programs (CIP) gives us the ability to accurately prepare Opinions of Probable Cost (OPC) that consistently represent industry conditions and the level of detail required by our scope of services. We understand that the credibility and ultimately, the ability of our clients to implement their plans depends on accurate projection of project costs, which also favors public opinion and perception. **For all projects, our engineers are committed to providing our clients with accurate OPC – as required.**

COST MANAGEMENT

As service providers and taxpayers, GFY is committed to assisting our clients with the proper utilization of public capital resources. We consider our responsibility to work together with our clients to develop creative solutions to major project issues; and apply our experience to assist our clients develop cost-saving alternatives. In every case, we will apply our knowledge and experience so that our designs are well conceived; they will include cost-savings strategies for maximizing our clients resources. **We review every aspect of the project to look for opportunities to save: materials substitutions, pipeline alignment adjustments, construction staging, fast-track opportunities, phasing options, haul routes, bidding strategies, etc.**

SUSTAINABILITY AND RESILIENCY

GFY century long history providing engineering services that made progress possible provides us perspective and understanding of our responsibility with our resources and the rights of future generations. In every project we commit to develop solutions that meet the needs of the present without compromising the ability of future generations to meet their own needs, be they economic, environmental, and social. We incorporate sustainability principles in our projects because it is part of our values, and it ensures our clients have a responsible relationship with present and future generations.

LEED

Our subconsultant Zyscovich has been developing expertise in the US Green Building Council's LEED (Leadership in Energy and Environmental Design) standards since 2006, and they currently have more than 20 LEED-accredited professionals onstaff. The firm has over 100 sustainable and high-performance design projects underway or already certified by LEED and other leading sustainability rating systems, including the Galaxy E3 Elementary School, the first LEED Platinum certified school in Florida. Additionally, the Pine Jog Elementary School was the first LEED Gold certified public school in the State of Florida. They are also currently in construction on the new \$1 billion Terminal 4 at Ft. Lauderdale/Hollywood International Airport, which is pursuing LEED certification. In 2007, Zyscovich completed their first LEED Silver certified office building, the renovation of the headquarters of the Pirtle Construction Company. Located in the Town of Davie, the private Class A office space included a 50% reduction in water use for irrigation and a 30% reduction for plumbing fixtures.

In 2016, Zyscovich completed the Seventh Avenue Transit Village project – a mid-rise affordable workforce housing development with six stories of residential above three stories of parking and services – in partnership with Miami-Dade County and the same development firm as Northwest Gardens. The village features 76 new units for families, a bus facility for Miami-Dade Transit, a black-box community theater, over 1,750 SF of retail space, a 156-car parking garage with space for bicycles, and community gardens on a recreational deck above the parking garage. This project achieved LEED for Homes Silver certification.

AMLI Chiquita (North Tower)—a new 14-story, 1.2m square foot residential high-rise featuring 490 units and 834 parking spaces—achieved LEED Platinum certification in 2021. Located on the site of a former Chiquita Banana warehouse, the development is designed to encourage social interaction between residents with resort quality pools, shared workspaces, ample community spaces, and even a bowling alley and pet spa. Walkability at the ground level gardens is balanced with a tree lined entry road that provides for easy access to parking, and the building is connected to the South Tower via overhead bridges showcasing the industrial edge to the design elements and tying all the buildings into a single community.

ADA COMPLIANCE REVIEW AND IMPLEMENTATION PLANNING

Our commitment to accessibility is underscored by our comprehensive ADA Compliance Review and Implementation Planning services. We meticulously address website compliance, ensuring digital platforms adhere to the latest accessibility guidelines, creating inclusive online experiences for all users. Our expertise extends to thorough evaluations of physical compliance, where we assess existing and planned facilities and sites to identify and rectify barriers to accessibility. We provide proactive reviews of projects for compliance throughout the design and construction phases, integrating accessibility considerations from inception to completion, thereby minimizing potential issues and costs. Furthermore, our experienced team is adept at investigating complaints related to accessibility, conducting thorough analyses, and developing clear, practical recommendations for corrective actions. Our goal is to empower our clients to not only meet but exceed ADA requirements, fostering inclusive environments throughout Florida.

ENVIRONMENTAL CAPABILITIES

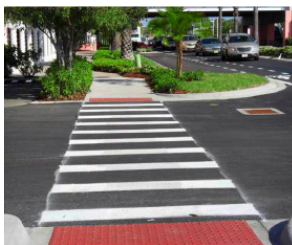
GFY has in-house ecologists that work closely with the design team providing not only up-front data that is critical to implementing a design solution that works, but also developing innovative concepts that result in viable projects with minimal impacts to the **environment**.



TRANSPORTATION PLANNING & DESIGN SERVICES

TRANSPORTATION CAPABILITIES

Our transportation expertise includes a broad range of service areas, including: stormwater, transportation engineering, **parking analysis**, traffic calming, complete street design, safety audits, pedestrian needs, roadway design, multi-modal design, pedestrian bridge design, transportation planning, traffic signal design, pedestrian safety lighting, ADA compliance surveying, access management, charrettes and public involvement. Over the years, GFY has worked on transportation projects for local municipalities, counties, MPOs and the Florida Departments of Transportation. Our team has the in-house staff depth required to accomplish all of the major elements of any transportation project, large or small. **Our staff of professionals is experienced in the review, analysis and design of all transportation engineering elements. These capabilities/skills include criteria compliance, maintenance of pedestrian and vehicular traffic during construction, access management, cost estimates, specifications, constructability, and schedules. We understand and are very proficient in all technical aspects of roadway design, including horizontal and vertical geometry, drainage, pavement marking, signing, signalization, lighting, and landscaping.**



ROAD DESIGN

Our staff of professionals is experienced in the review, analysis and design of all roadway engineering elements. These capabilities/skills include criteria compliance, drainage, maintenance of pedestrian and vehicular traffic during construction, access management, cost estimates, specifications, constructability, and schedules. Most importantly, we are keenly aware of the rising cost of construction and allocate sufficient time and effort to the development of comprehensive construction cost estimates throughout project design phases. This enables our engineers to recommend cost reduction design alternatives whenever cost estimates exceed the allocated budget.



New technologies like Electric Vehicles (EVs), autonomous vehicles, electric scooter, etc. are changing the way people and goods move and is forcing government agencies to re-think the way they design streets and corridors. The Florida Department of Transportation (FDOT) as well as many municipalities have adopted Complete Street Design Standards and Multi-modal Corridors. COVID-19 has impacted driving patterns as more people are telecommuting or working remotely. In addition, restaurants have been experiencing lots of "to-go" orders and are offering delivery services. All this have mixed impacts to traditional transportation planning and is forcing professional and municipalities look at their design standards and planning tools.

Transportation & Traffic Engineering

- Transportation Planning
- Traffic Calming
- Traffic Engineering
- Traffic Studies and Reviews
- Complete Street Design
- Traffic Signal Design / Coordination
- Intelligent Transportation Systems (ITS)
- Roadway Safety Audits
- Road Diet
- Downtown LED Lighting
- Brick / Paver Designs
- Waterfront Board-walks
- CRA Community Redevelopment
- Grants / Funding
- LAP Coordination
- Bicycle / Trail Design
- Pedestrian / Vehicle Crash Analysis
- On-Street Parking Analysis
- Parking Garage Analysis
- Way-finding
- Special Pavement Markings
- Maintenance of Traffic
- Transportation Developer Reviews
- Pedestrian / Safety Lighting
- ADA Compliance
- Surveying and Mapping
- Expert Witness Circuit Courts
- Admin. Assistance (Scope Development)
- Public Involvement / Charrettes
- Graphic Visualizations
- Under-grounding of Utilities
- Roundabout Design
- Railroad Crossing Safety Reviews



SURVEY SERVICES

GFY is fully equipped and staffed to support the City with full land surveying and mapping services. GFY maintains a staff of professional and technical personnel to assist clients with almost any surveying and mapping assignment. Our many years of experience in Florida, combined with high-tech data collection systems, are used to provide services for the full range of surveying projects. We are particularly skilled in boundary, topographic, right-of-way, control, and as-built survey applications. GFY is continuously investing in upgrading both our field data collection and digital processing capabilities. Our fully-equipped and staffed field surveying crews use the latest software and field equipment and are fully trained in all FDOT field survey policies and procedures. For almost every project we engineer, GFY engineers and surveyors have been working together for over nine decades on projects all around Florida. Our professionals operate as one, seamless team – these long term in-house relationships guarantee the integrity of the background design data utilize to engineer projects for our local government clients.

GPS: GFY was one of the pioneering firms in the southeast to implement GPS (Global Positioning System) technology in the regular execution of surveys. As GPS technology has evolved over the years, our surveyors have continued to remain at the forefront of this important area of our service. Our industry position on the cutting edge of surveying and mapping technology ensures that we are well-prepared to provide our customers with the most accurate and cost-effective products and services in the industry today.

BOUNDARY & TOPOGRAPHIC SURVEYS: For traditional boundary and topographic surveying projects, GFY Survey Crews utilize the latest in Total Station, Data Collection, Data Processing and CAD technology. Our field personnel are consistently trained to remain on the cutting edge of the industry; our crews are very efficient and timely by leveraging our ability to collect, assemble and sort point data in the field. On a daily basis, this raw data is transferred to survey technicians, who compute and map the project to meet all local and state regulatory guidelines.

CONSTRUCTION SURVEYING: When it comes to construction projects, our staff understands that the success of a project must begin with an accurate location of the proposed features. Through our use of “state-of-the-art” equipment - combined with our well trained professional staff – our surveyors have developed a strong reputation for “doing it right the first time.”

GEODETIC & CONTROL SURVEYS: GFY crews, professional surveyors and technicians are experienced in the production of high-precision geodetic and control surveys. We use state-of-the-art GPS satellites and receivers to establish county-wide networks. As pioneers in the utilization of this new technology, we offer Static, Fast Static and Kinematic GPS Surveys.

SUBSURFACE UTILITY LOCATING & SURVEYING: GFY is the premiere firm in the area for subsurface utility locating, surveying and coordination. We accurately locate and identify underground utilities to help support the design and construction of engineering projects. Rapid development and growth in urban and rural areas have contributed to expansion and overcrowding of underground utilities. From the first phone lines to gas mains, water mains, and fiber optic lines, these utilities need to be properly located before the design and construction of civil projects.

3D LASER SCANNING: With 3D Laser Scanning we can quickly capture highly accurate measurements of project sites and buildings. 3D Laser Scanning is a non-contact, non-destructive technology that digitally captures the landscape and structures of the real world using a line of laser light. 3D laser scanners create “point clouds” of data from the surface of an object, enabling us to capture infrastructure and facilities in their exact size and shape as a 3D computer representation. At GFY we have the latest laser equipment and software to properly perform and process 3d laser scans.



“George F. Young, Inc. has been providing Surveying and Mapping services to the City since 1987 under continuing contract. Assignments have included large scale surveying and mapping projects including hydrographic surveying. They have consistently provided quality services delivered on time”

- City of St. Petersburg

Surveying
Topographic and Boundary Surveys
Horizontal and Vertical Control Surveys
Geodetic Control / Leveling
Elevation Certificates
Right-of-way Surveys
Mean High-Water Surveys
Subsurface Utility Locating
Hydrographic/Bathymetric Surveys
Construction Stakeout
Jurisdictional Surveys
Special Purpose Surveys
Ground Penetrating Radar Surveys
Legal Descriptions
Easement Preparation
Earthwork Surveys and Volume Calculations
Platting Research
GIS

4

REFERENCES

References



Sarasota County

Brad Gaubatz, Facilities & PRNR Manager
1660 Ringling Boulevard, Sarasota, FL 34236

Phone: 941.861.0853

Email: bgaubatz@scgov.net

03/2019 - 03/2023

Cost: \$119,000

Deer Praire Creek Preserve State Park

This project made improvements to help promote eco-tourism, expand opportunities for the community, and provide additional access to recreation facilities for persons with disabilities. GFY provided civil and structural engineering, survey, permitting, and construction administration services. The scope included reorganization and upgrades to an existing shell parking lot, addition of an ADA canoe kayak launch at an existing location, replacement of the existing fishing pier on the lake, improved pedestrian access at the lakeside facilities, a new two-pole picnic shelter south of the lake, upgraded bank-run shell parking lot at the south launch area, replacement of a floating canoe/kayak launch, stormwater management areas planted with native vegetation, traffic signage and park information signs, and upgrades to the stream culvert on the north/south shell driveway to meet fire truck weight limits and road widths.



Florida Department of Environmental Protection (FDEP)

Terry McCullom, Jr. PMP

Florida Department of Environmental Protection, Bureau of Design and Construction
3900 Commonwealth Boulevard, MS 520, Tallahassee, FL 32399

Phone: 850.245.2466

Email: Terry.McCullum@FloridaDEP.gov

10/2023-09/2024

Cost: \$56,807

Silver Springs

GFY provided engineering, construction administration, and survey services for the pavement rehabilitation and drainage structure replacement on the entrance road in Silver Springs State Park. The presence of organic material under the roadway caused severe pavement structure failures in the existing condition. Geosynthetics are proposed in some locations, while excavation and replacement of subsoils is proposed in others and determined on a case-by-case basis. There were also pavement restriping and parking lot circulation alternatives presented to the Department for better traffic flow internal to their site. The project site is located at the Silver Springs State Park in Silver Springs, Florida. The project consists of pavement improvements along NE 29th Place. Project was within budget and on schedule.



City of Dunedin, Florida

Robert Ironsmith

1415 Pinehurst Road, Dunedin, Florida 34698

Phone: 727.298.3204

Email: rironsmith@dunedinfl.net

03/2018-03/2023

Cost: Various (based on individual tasks)

Continuing Services Contract

George F. Young has been providing services to the City of Dunedin since 2004 for a variety of engineering and survey projects. A few of the Projects Included: Skinner Blvd. Complete Streets, City Wayfinding, Toronto Blue Jays Stadium Upgrades, Toronto Blue Jays Blue Jays Player Development Complex, City-wide GIS Inventory Services. Services provided include: Civil Engineering Design, Stormwater Design, Water / Wastewater Design, Regulatory Permitting, Land Surveying & Mapping, Transportation Engineering, Construction Services, Public Involvement, Funding / Grant Assistance and GIS.



HILLSBOROUGH COUNTY FRONT AND VALRICO

Valrico, FL

The Front and Valrico project involves utility relocations for the Hillsborough County roadway improvement project at the intersection of Front St and Valrico Road in Valrico, FL. The scope of work includes the design of approximately 1,400 linear feet of utility pipe, including sanitary force mains, hydrants, potable water mains, and reclaimed water mains. As part of this project, GFY obtained permits from the FDEP and CSX for the utility relocation design. The design included bypass plans, coordination with the roadway engineer and the Hillsborough County Public Works Department, utility plan routing and profile sections of the proposed improvements, as well as specifications and an engineer's estimate of probable construction costs. A key success factor for this project was GFY interactive coordination with the FDOT, where our review of FDOT progress submittals were followed by listing the potential utility conflicts. Many potential utility conflicts were prevented by advising the FDOT of very minor adjustments to their design that would eliminate the conflicts. Where necessary, utility adjustments were designed to accommodate roadway project design, especially the new storm drain system to be installed.

This project was designed utilizing AutoCAD Civil 3D Pipe Networks. Our expertise in this area allowed our team to visualize the project proposed design, existing utilities and find the most efficient path for utilities to be relocated.

The most noticeable utilities relocated were a 12-in water main and 24-in reclaimed main and same size force main. The project's most important challenge in terms of utilities relocation was to adjust and relocate utilities in a congested corridor with very tight room available to relocate the utilities. Our team replaced and relocated utilities in kind with very tight tolerances and was able to propose scenarios requiring very limited disruptions to the service. GFY services also included permitting assistance, that included pre-application meetings with the FDOT and utilities like the FDEP.

As the project transitioned into construction, GFY provided construction engineering services to ensure the coordination and overall utilities construction proceeds according to contract documents.

Point of Contact: Jean Volcimus, PE, Water Resources Department Engineer, 925 E. Twiggs St., Tampa, FL 33602; 813-829-2634, Volcimusj@hcfll.gov

CLIENT / PROJECT OWNER	START	COMPLETION	TOTAL COST/FEE
Hillsborough County Water Resources Department	07/2019	12/2024	\$156,438

STRATFORD COMMUNITY RESURFACING AND SIDEWALKS

Largo, FL

Roadway resurfacing of eight (8) roadways, signing and pavement markings, and new sidewalks on one side of each road, replacement of an existing underdrain system, inlet modifications, and regrading of two intersections with variable milling depth and overbuild to eliminate pavement depressions and cross roadway valley gutters.

Point of Contact: Barry Westmark, PE, Senior Engineer, City of Largo; 201 Highland Avenue, Largo, FL 33770; 727-587-6713 Ext. 4433, bwestmar@largo.com

CLIENT / PROJECT OWNER	START	COMPLETION	TOTAL COST/FEE
City of Largo	10/2022	10/2024	\$ 411,765

FDEP WERNER BOYCE SALT SPRINGS STATE PARK

St. Petersburg, FL

GFY is providing professional engineering, wetland delineation and environmental permitting services for improvements to Werner Boyce Salt Springs State Park and its facilities for Americans with Disabilities Act accessibility and additional safety features, including a new boardwalk and renovation to the kayak launch area. Our team is delineating project wetlands and coordinating the review of the flagged wetland lines with the Southwest Florida Water Management District (SWFWMD) and potentially with the USACE since the applicant is the FDEP. The FDEP was recently delegated wetland permitting of the USACE's federal Section 404 permitting, but in this case, the USACE will handle the permitting. GFY is inspecting the project wetlands, identifying the extent of any hydric soils on site, determining the types and locations of any hydrophytic vegetation on site, using the historic wetland hydrology to determine the extent of any wetlands, and flagging the extent of jurisdictional wetlands surrounding the area. We will coordinate and attend up to three site meetings with agency personnel to review and approve the flagged wetland line, if necessary; prepare and submit field notes and a map of the approximate flagged line to the project surveyor; and coordinate with SWFWMD and PCNRD, on-site to review and approve the flagged wetland line. The approved wetland line will be used to determine potential wetland impacts by the proposed project alternatives. GFY also supports Environmental Resource Permit (ERP) environmental input and alternatives analysis. Depending on the final project alternatives and impacts, the permit may be a general permit or an individual permit. The overall wetland impacts will determine the permit type. Wetland impact avoidance and minimization will be used to avoid or minimize negative effects on wetlands to the greatest extent possible.



Point of Contact: Terry McCullom, Jr. PMP, FDEP, Bureau of Design and Construction; 3900 Commonwealth Boulevard, MS 520, Tallahassee, FL 32399; 850.245.2466, Terry.McCullum@FloridaDEP.gov

CLIENT / PROJECT OWNER	START	COMPLETION	TOTAL COST/FEE
FDEP	03/2023	Ongoing	\$158,522

FDEP PAYNES PRAIRE STATE PRESERVE

Micanopy, FL

This project encompasses the roadway resurfacing of approximately 3.5 miles of rural two-lane roadway from the Park Entrance off US-441 South to the termination of Savannah Blvd at the Alachua Savannah Visitor Center & Tower Parking Lot. Puggy Road, located off Savannah Blvd running west terminating at the Puc Puggy Campground and Boat Ramp/Picnic Area is also included in this scope as well as the miscellaneous areas such as parking lots and campground areas. Each of these additional areas described below are to be designed within the same timeframe and plans set as the "mainline" work and will address and identify any ADA or maintenance issues. Several culvert crossings have been identified in the scope for evaluation and one has been found to lie above a layer of soils containing high concentrations of organic material. Excavation of the material, backfilling, and total replacement is proposed to eliminate the issues associated with the failing surface course. GFY performed a detailed topographic survey, surface 3D model, and traditional topographic survey of the existing ground. Trees within the limits of parking loops or within the limits of the unpaved shoulder (approximately 2' outside the edge of pavement) were identified. Lastly, the handicapped spaces in the picnic/boat ramp parking loop included additional elevation shots to aid in the design necessary to meet ADA slope compliance and the potential for sidewalk addition behind the handicapped parking stalls Project was within budget and on schedule. Permitting efforts included coordination with the Florida Department of Transportation (FDOT), Saint John's River Water Management District (SJRWMD), and Alachua County to verify only a General Use Permit is required.

Point of Contact: Terry McCullom, Jr. PMP, FDEP, Bureau of Design and Construction; 3900 Commonwealth Boulevard, MS 520, Tallahassee, FL 32399; 850.245.2466, Terry.McCullum@FloridaDEP.gov

CLIENT / PROJECT OWNER	START	COMPLETION	TOTAL COST/FEE
FDEP	10/2022	04/2024	\$ 172,713

PINELLAS COUNTY PROFESSIONAL SURVEYING AND MAPPING, SUBSURFACE UTILITY LOCATING (SUL), AND GIS CONTINUING SERVICES CONTRACT

Pinellas County, FL

GFY has been working with Pinellas County for many years under a continuing services contract for professional surveying and mapping, SUL and GIS services. Projects Include but not limited to:

- South Cross Bayou Water Reclamation Facility: SUL designation, location and survey services
- Crystal Beach Drainage Project: Prepared topographic survey as well as SUL and SUL/survey services along Florida Avenue to Crystal Beach Avenue and South Gulf Drive to Alt US 19 (4.35 miles+/-).
- Crystal Beach Drainage Project Additional Services: Topographic and SUL services for additional areas on North Gulf Drive.
- Starkey Road from Flame Vine to 106 th Avenue North: Provided survey and subsurface utility designation services. Prepared a topographic survey of the lands along Starkey Road commencing at Station 2882+00 north of 82 nd Avenue North) northerly along Starkey Road to Station 2961+00 (north of 106 th Avenue North. East and west on 94 th Avenue including Pond 5A-1.
- 82 nd Avenue from Starkey Road to Bypass Canal: Provided survey and subsurface utility designation services. Prepared a topographic survey of the lands along 82 nd Avenue from Starkey Road westerly along 82 nd Avenue to the Bypass Canal.
- Starkey Channel 2: Prepared a topographic survey of Channel 2 from Starkey Road northeastward to the easterly R/W of the SCL Railroad. This approximate ½ mile survey included the collection of all above ground features, utilities, structures, culverts, trees 6" and larger, wetland and seasonal high-water locations/elevations with sufficient recovery of platted subdivision/deeds/section lines etc. to overlay upon the survey.

Point of Contact: Jared R. Phillips, PSM, Survey and Mapping Division Pinellas County Department of Public Works, 22211 US 19 N Clearwater, FL 33765; 727-464-8998 ; jphillips@pinellascounty.org

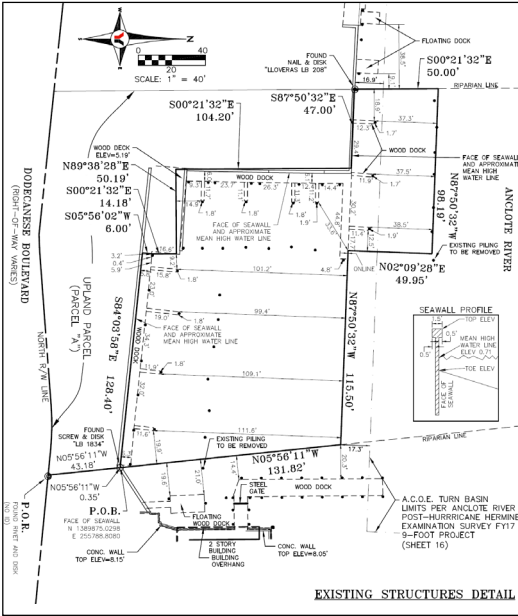
CLIENT / PROJECT OWNER	START	COMPLETION	TOTAL COST/FEE
Pinellas County	09/2022	Ongoing	Various; task specific

CITY OF TARPON SPRINGS SURVEY AND MAPPING CONTINUING SERVICES CONTRACT

St. Petersburg, FL

As a Prime, GFY provided Survey and Mapping, Hydrographic Survey and Mapping, Transportation Survey and Mapping, and Subsurface Utility Engineering services to the City of Tarpon Springs through a continuing service contract. Services provided include but are not limited to: Land Title Surveys, As-Built Surveys, Boundary Surveys, Boundary Line Adjustments, Construction Stakeout, Grading Plans, Legal or Metes and Bounds Descriptions, Monumentation, Right-of-Way Surveys, Subdivision / Easement / Dedication / Rezoning and Record Plats, Topographic Surveys, and Utility Surveys.

Point of Contact: Robert Robertson, PE ; 324 East Pine Street, P.O. Box 5004, Tarpon Springs, FL 34688 ; 727-942-5610; rrobertson@ctsfl.us



CLIENT / PROJECT OWNER	START: SINCE 2014	COMPLETION	TOTAL COST/FEE
City of Tarpon Springs	Current contract 07/19	07/2024	Various; task specific



CITY OF ST. PETE BEACH CONTINUING SERVICES CONTRACT

St. Pete Beach, FL

George F. Young has been providing services to the City of St. Pete Beach since 2004 and has provided a variety of services for projects all across the City. GFY is a Prime providing the following services: Civil Engineering Design, Water / Wastewater Design, Regulatory Permitting, Land Surveying, Transportation Engineering, and GIS services.

Projects Include but not limited to:

- Gulfport Beach Renourishment
- Pass-a-Grille Drainage / Flooding Improvements
- Pedestrian / Bike Safety Improvements
- Corey Ave. Traffic Calming Streetscape
- Gulf Boulevard and Boca Ciega Dr. Redesign
- Don CeSar Roadway Improvements
- Seawall Repairs
- Maritime Condition Evaluations
- Lift Station #2 Emergency 14" Force Main Replacement
- Lift Station #4 Rehabilitation
- Lift Station #10 Rehabilitation
- Gulf Boulevard Lift Stations & Force Mains
- Blind Pass Road Drainage Improvements
- 52nd Avenue Drainage Improvements
- GIS System Development
- Outfall Pipe GIS Inventory



Point of Contact: Bret Warner, City Engineer, 155 Corey Ave, St. Pete Beach, FL 33706; 727-363-9243, bwarner@stpetebeach.org

CLIENT / PROJECT OWNER	START : SINCE 2004	COMPLETION	TOTAL COST/FEE
City of St. Pete Beach	Current contract 01/2022	Ongoing	Various; task specific

CITY OF ST PETERSBURG CONTINUING SERVICES CONTRACT

St. Petersburg, FL

George F. Young has been providing services to the City of St. Petersburg since the 1920's. GFY has always been head-quartered in St. Petersburg, being an active part of the development of the City for the last Century. GFY is a Prime providing the following services: Civil Engineering Design, Stormwater Design, Water / Wastewater Design, Regulatory Permitting, Land Surveying, Transportation Engineering, Construction Services, Public Involvement.

Projects Include but not limited to:

- Lift Station #85 Albert Whitted Master 30" Force Main, Part D
- Tropicana Field Master Plan Development Plan
- Al Lang Field Improvements
- Southwest Water Reclamation Facility Reject Water Piping Improvements
- Strategic Auto Flushing Water Conservation Project
- Albert Whitted Airport Hydraulic Model
- Odor Control Facilities
- Pasadena Lift Station Surge Tank
- St. Petersburg Police Department
- Downtown Water Main Replacement
- Grand Central Ave. Streetscape Improvements
- General Consultant for Traffic Engineering
- Downtown Maintenance of Traffic Plans
- Crisp Park & Child's Park Athletic Complex
- Lakewood Sports Complex
- Traffic Calming Evaluations
- Compressed Natural Gas Fuelling Station
- Fire Station 11



Point of Contact: Diana Smilova, PE, Engineering Design Manager, One 4th Street North, 6th Floor, St. Petersburg, FL 33701; 727-893-4165, diana.smilova@stpete.org

CLIENT / PROJECT OWNER	START : SINCE 1920	COMPLETION	TOTAL COST/FEE
City of St. Petersburg	2016	2021 & 10/2023	Various; task specific



ENGINEERING AND CONSULTING SERVICES
RFQ City of ST PETE BEACH

5

INSURANCE REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2025

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 WWW Insurance, LLC 300 First Avenue South Fifth Floor St. Petersburg FL 33701	CONTACT NAME: Certificates Team PHONE (A/C, No, Ext): 727-522-7777 FAX (A/C, No): 727-521-2902 E-MAIL ADDRESS: certificates@w3ins.com
INSURED George F. Young of Florida, Inc. George F. Young Inc. 299 Dr. Martin Luther King St N St Petersburg FL 33701	INSURER(S) AFFORDING COVERAGE INSURER A : Travelers Casualty and Surety Company INSURER B : The Charter Oak Fire Insurance Company INSURER C : The Phoenix Insurance Company INSURER D : Travelers Property Casualty Company of America INSURER E : Atlantic Specialty Insurance Company INSURER F : Travelers Cas & Sur Co of America

COVERAGES CERTIFICATE NUMBER: 1816141171 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Cross Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			P6604W52608ACOF25	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ PIP \$10,000			8104W5215932543G	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll \$ 1,000 Ded
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP4W5278252543	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
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	UB4W5191672543G	4/1/2025	4/1/2026	☒ 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
E	Protection & Indemnity Liab			B5JH26405	4/1/2025	4/1/2026	Per Occurrence 1,000,000
F	Professional/Pollution Liab			107715681	10/15/2024	10/15/2025	Per Claim/Aggregate \$3M/\$3M

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

CERTIFICATE HOLDER	CANCELLATION
For Information Only	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

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



ENGINEERING AND CONSULTING SERVICES
RFQ City of ST PETE BEACH

6

EXHIBITS

IV. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: City of St. Pete Beach
by: Jonathan Langston, PE Vice President
(Print individual's name and title)
for: George F. Young, Inc.
(Print name of entity submitting sworn statement)
at: 299 Dr. Martin Luther King Jr. St. N., St. Petersburg, FL 33701
(Business address)

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

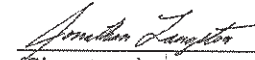
59-0711570

(FEIN)

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

(SSN)

by the individual signing this sworn statement:


(Signature)

2. I understand that a "public entity crime" as defined in Section 287.133 (1)(g), Fla. Stat., means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any bid, proposal, reply, 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 Section 287.133 (1)(b), Fla. Stat., means a finding of guilt or a conviction of public entity crime with or without an adjudication of guilt in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 287.133 (1)(a), Fla. Stat., 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 entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.



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

6. Based on information and belief, the **statement which I have marked below is true** in relation to the entity submitting this sworn statement (indicate which statement applies).

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

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

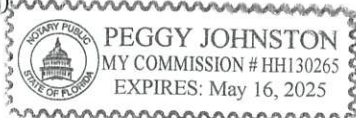
☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent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

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

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of April, 2025, by Jonathan Langston, who is personally known to me or has produced personally known as identification.

(SEAL)



Peggy Johnston
Notary Public - State of Florida

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

V. NON-COLLUSION AFFADAVIT

STATE OF Florida
COUNTY OF Pinellas

I state that I, Jonathan Langston, PE Vice President of George F. Young, Inc.,
(Name and Title) (Name of Firm)

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

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

I state that I and the named firm understand and acknowledge that the above representations are material, 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.

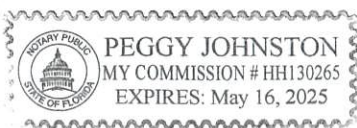
Name of Organization: George F. Young, Inc.

Signed By: *Jonathan Langston*

Print Name: Jonathan Langston, PE Vice President

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of ☒ physical presence or ☐ online notarization**, this 24th day of April, 2025, by Jonathan Langston, who is personally known to me or has produced personally known as identification.

(SEAL)



Peggy Johnston
Notary Public - State of Florida
Peggy Johnston
(Print, Type, Stamp, or Commissioned Name of Notary Public)




[HOME](#) [CONTACT US](#) [MY ACCOUNT](#)

ONLINE SERVICES

[Apply for a License](#)
[Verify a Licensee](#)
[View Food & Lodging Inspections](#)
[File a Complaint](#)
[Continuing Education Course Search](#)
[View Application Status](#)
[Find Exam Information](#)
[Unlicensed Activity Search](#)
[AB&T Delinquent Invoice & Activity](#)

LICENSEE DETAILS

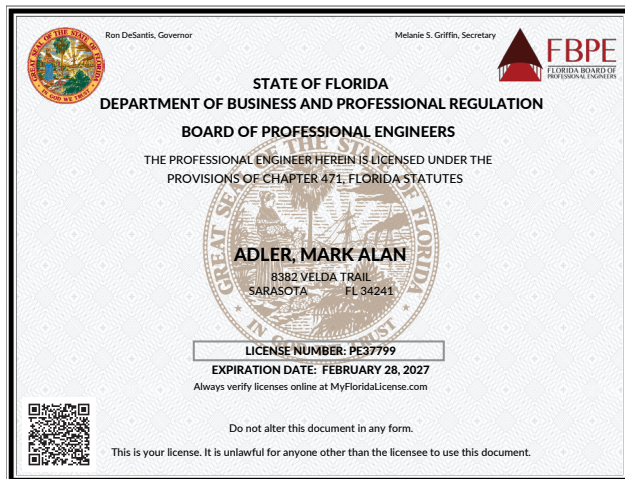
3:20:55 PM 1/6/202

Licensee Information

Name: GEORGE F. YOUNG, INC. (Primary Name)
Main Address: 299 DR. MARTIN LUTHER KING JR ST N
 ST. PETERSBURG Florida 33701
County: PINELLAS

License Information

License Type: Registry
Rank: Registry
License Number: 21
Status: Current
Licensure Date: 05/10/1977
Expires:



State of Florida

Department of State

I certify from the records of this office that GEORGE F. YOUNG, INC. is a corporation organized under the laws of the State of Florida, filed on December 19, 1953.

The document number of this corporation is 176565.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 6, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixth day of January, 2025



[Signature]
Secretary of State

Tracking Number: 6215145559CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>


[HOME](#) [CONTACT US](#) [MY ACCOUNT](#)

ONLINE SERVICES

[Apply for a License](#)
[Verify a Licensee](#)
[View Food & Lodging Inspections](#)
[File a Complaint](#)
[Continuing Education Course Search](#)
[View Application Status](#)
[Find Exam Information](#)
[Unlicensed Activity Search](#)

Licensee

Name:	GEORGE F. YOUNG, INC.	License Number:	21
Rank:	Registry	License Expiration Date:	
Primary Status:	Current	Original License Date:	05/10/1977

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
37799	Current, Active	ADLER, MARK ALAN	Registry	03/05/2015	Professional Engineer	02/28/2027

Page 1 of 1



Florida Department of Agriculture and Consumer Services
 Division of Consumer Services
 Board of Professional Surveyors and Mappers
 2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: LB21

Expiration Date February 28, 2027

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

GEORGE F YOUNG INC
 299 DR MARTIN LUTHER KING JR ST N
 ST PETERSBURG, FL 33701-3126

[Signature]

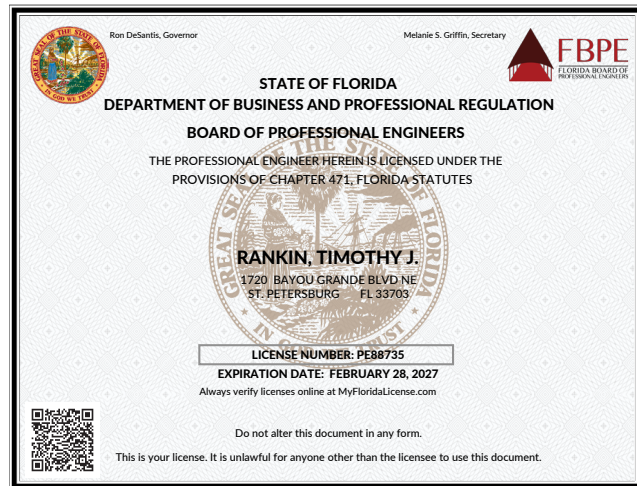
WILTON SIMPSON
 COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



ENGINEERING AND CONSULTING SERVICES
 RFQ City of ST PETE BEACH

GFY LICENSES



THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

dbpr Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

4:26:58 PM 4/3/2025

ONLINE SERVICES

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AS&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

Licensee Information

Name: DAWKINS, GREGORY LEE (Primary Name)
Main Address: 142 LIBERTY ROAD
Chelsea, Alabama 35043
County: OUT OF STATE

License Information

License Type: Professional Engineer
Rank: Prof Engineer
License Number: 100203
Status: Current/Active
License Date: 12/28/2024
Expires: 02/28/2027



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **LS6361**

Expiration Date: February 28, 2027

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

MICHAEL J. CURLEY
299 DR MARTIN LUTHER KING JR. ST N
SAINT PETERSBURG, FL 33701-3126

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **LS7443**

Expiration Date: February 28, 2027

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

TREVOR HATCH
4222 NOBLE PL
PARRISH, FL 34219-7559

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



Florida Department of Environmental Protection

800 Martinez Center
2000 Blair Stone Road, M.S. 3565
Tallahassee, Florida 32399-2400

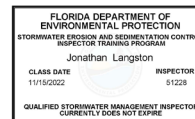
Ron DeSantis
Governor

Jeanette Nunez
Lt. Governor

Noah Valenstein
Secretary

Congratulations on successfully completing the Florida Stormwater Erosion and Sedimentation Control Inspector Training Program. We greatly appreciate your participation in and successful completion of this course. We hope that it has helped you to better understand Florida's stormwater problems and the importance of proper design, construction, and maintenance of erosion and sediment controls during construction, in order to assure the proper long-term operation and maintenance of stormwater systems after construction is completed.

Attached you will find your numbered certificate and wallet card. Please let us know if there are any errors in the certificate or card, or in the grading of your exam. You can contact us at admin@fdescc.com, or at the Training Program's website: www.FDESICC.com.



ENGINEERING AND CONSULTING SERVICES
RFQ City of ST PETE BEACH



MARK ADLER, PE
PRINCIPAL-IN-CHARGE / QA/QC

Mark joined GFY in 1986 and is now the Senior Vice President of Lakewood Ranch Engineering, responsible for the Lakewood Ranch Engineering organization and managing the Lakewood Ranch office. His background includes paving, grading, stormwater, roadway, water, sewer, and reclaimed water utilities project management, design, permitting, and construction administration for commercial, residential, and institutional land development projects, roadway and sidewalk projects, and utility projects. He also has experience in sanitary sewer rehabilitation and hazardous waste site closure.

QUALIFICATIONS

44 years of Experience

EDUCATION
Bachelor of Science, Civil Engineering
Cleveland State University

Master of Business Administration
University of South Florida

LICENSE
Florida PE #37799

AFFILIATIONS
American Society of Civil Engineers
Florida Institute of Consulting Engineers

PROJECT EXPERIENCE

Gamble Rogers Memorial State Recreation Area Flagler Beach, FL

This project included civil engineering, architecture, landscape architecture, structural engineering, MEP engineering, ecology, traffic engineering, and surveying services for the design and permitting of improvements for a 30 Site campground, bathhouse, day-use restrooms, roadway improvements, entrance gate, potable water system, wastewater pump stations and force mains, septic removal, parking, walks, and landscaping. This project involved permitting and coordination with the City of Flagler Beach, FDEP for Wastewater, SJRWMD for stormwater, FFWCC for Gopher Tortoise relocation, FDEP for Coastal Construction Control Line, and FPL for electric power coordination.

A second phase of the project included improvements to US A1A, including safety upgrades. In particular, the State Park desired the addition of turn lanes and a pedestrian crossing due to the highway splitting the Park's property. The design also included improvements to the east and west entrances of the park to facilitate the vehicle and multi-modal movements in these areas. A pedestrian crossing study was necessary to determine the applicability of the pedestrian crosswalk and the improvements necessary to meet the FDOT Traffic Engineering Manual (TEM) criteria. This project involved permitting and coordination with the FDEP for Coastal Construction Control Line, SJRWMD for stormwater, and the Florida Department of Transportation (FDOT).

Deer Prairie Creek Park Sarasota, FL

This project made improvements to help promote eco-tourism, expand opportunities for the community and provide additional access to recreation facilities for persons with disabilities. GFY provided civil and structural engineering, survey, permitting, and construction administration services. The scope included reorganization and upgrades to an existing shell parking lot, addition of an ADA canoe kayak launch at an existing location, replacement of the existing fishing pier on the lake, improved pedestrian access at the lakeside facilities, a new two-pole picnic shelter south of the lake, upgraded bank-run shell parking lot at the south launch area, replacement of a floating canoe/kayak launch, stormwater management areas planted with native vegetation, traffic signage and park information signs, and upgrades to the stream culvert on the north/south shell driveway to meet fire truck weight limits and road widths.

PROJECT EXPERIENCE CONTINUED

Fakahatchee Strand Preserve State Park

Copeland, FL

GFY provided engineering, surveying, landscape architecture, and ecology services to develop a park's day-use area. The improvements include a restroom, an educational, environmental interpretive pavilion, two resident volunteer RV campsites, a boardwalk overlook, parking with RV accessibility, public water, sanitary sewer pump stations, stormwater, a septic system, and wetland impact mitigation. The project also required FDOT roadway improvements and widening to provide a left turn lane and deceleration lane to provide safe pedestrian access to the park entrance; an ADA-accessible walk is provided from the parking area approximately ¼ mile to the west along FDOT roadway to the established park entrance. Permitting was required through FDOT, Collier County Health Department, South Florida Water Management District (SFWMD), and the FDEP.

Topsail Hill Preserve

Santa Rosa Beach, FL

The scope of the project included entrance redesign, roadway and parking resurfacing, restroom replacement, and canoe/kayak accessibility improvements. The bathhouse facility serving the campground was severely deteriorated, and the FDEP budgeted a new facility's design, permitting, and construction. GFY was engaged to provide a complete design package, including site permitting. The package required all the necessary elements for the project to be bid on and for a building permit to be obtained from the local authorities. Design and permitting were completed on time and within budget.

Tidewater Preserve Traffic Evaluation

Bradenton, FL

Provided evaluation and analysis of the operation and safety of the intersection of 48th St. Ct. NE and Tidewater Preserve Blvd.

right after the guard house at the Tidewater Preserve Development. Under the supervision of Mr. Traverso, the GFY team completed various field observations, measurements, and assessments and developed various alternatives to improve the awareness of motorists about the stop sign and stop conditions as well as proposing several geometric improvements to the actual entrance to improve the operation and safety for all users.

University of South Florida Lift Station 6 Maintenance Rehabilitation

Tampa, FL

Project Manager for civil engineering, survey and SUE services for Lift Station 6 maintenance rehabilitation. The main components of the final design included the limits of demolition, a new valve box or boxes to house the new pipework and a proposed magnetic meter, and modifications to existing pump effluent lines, as necessary. Final design also included modifications to existing fence, floor slab modifications and construction details.

USF Pavement Evaluation

Sarasota, FL

Project Manager for the evaluation of several pavement failures in the campus's parking lots and drives. The failures were located at two primary principal areas: along the typical inverted crown drive section and at the transition from inverted asphalt crown roadway to stormwater grate inlet roadway centerline. GFY reviewed and documented the various areas of pavement failure, the extent of the failures and reported on the field conditions. Test borings were conducted to determine present pavement and base.





JONATHAN LANGSTON, PE
PROJECT MANAGER

Jonathan has thirteen years of engineering and management experience in both Florida and North Carolina while remaining active in public sector projects ranging from transportation, residential, commercial, industrial, and hospitality gaining valuable experience working with a range of clients. Public sector transportation clients that Mr. Langston has served include FDOT, NCDOT, Hillsborough County, City of Tampa, City of St. Pete Beach, Collier County, and more.

QUALIFICATIONS

13 years of Experience

EDUCATION

Bachelor of Science, Civil Engineering
Florida Gulf Coast University

LICENSE

Florida PE #83488

AFFILIATIONS

American Society of Civil Engineers (ASCE)
American Council of Engineering Consultants (ACEC)

PROJECT EXPERIENCE

Gulf Way from 1st Ave to 22nd Ave

St. Petersburg Beach, FL

This project is a pavement rehabilitation project meant to extend the pavement life of the corridor as well as bring enhanced pedestrian maneuverability and beautification to the beachside corridor. Crosswalks are being added to provide pedestrian connectivity to the beach access points at every block throughout the corridor. Existing rutting and pavement cracking is common and consistent throughout the corridor leading to ponding and poor drainage during regular storm events. Strategic overbuild while maintaining as many curb profiles as possible is proposed as a cost effective and long-term solution to the drainage and pavement issues on the roadway surface. Base exposure is likely, and rework of shell run base material during construction is anticipated and proposed.

Stratford Drive

Largo, FL

Engineer of Record: GFY is providing engineering, construction administration, and survey services for the milling and resurfacing and pedestrian facility additions. These neighborhood streets exhibit poor pavement conditions, some of which is driven by poor drainage. Some of the drainage improvements proposed is an evaluation of the existing exfiltration trench drains utilized in the area, minor curb reconstruction and minor regarding efforts at several intersections to promote positive drainage to existing drainage infrastructure in the area. 3D modeling and automated paving machine utilization in construction is anticipated with design efforts geared to accommodate this construction method. Sidewalk connectivity is also being provided to all corridors included in the project as-builts.

Gulf Blvd at Corey Ave Intersection Improvements

St. Petersburg Beach, FL

This project is primarily a corridor beautification project, prioritizing safety improvements, enhancing pedestrian and vehicular mobility and safety. This corridor exhibits zero setback businesses with patio style dining and cafés along the right of way line. The proposed improvements include new median islands hosting beautification improvements such as signage and landscaping which create a subconscious driver awareness of the slow speeds necessary to ensure multimodal corridor safety. Minor parking adjustments were made to alleviate existing sight distance issues, and a new striping plan was provided to bring the intersection up to current MUTCD Standards.

PROJECT EXPERIENCE CONTINUED

Paynes Prairie Preserve State Park

Micanopy, FL

This project encompasses the roadway resurfacing of approximately 3.5 miles of rural two-lane roadway from the Park Entrance off US-441 South to the termination of Savannah Blvd at the Alachua Savannah Visitor Center & Tower Parking Lot. Puggy Road, located off Savannah Blvd running west terminating at the Puc Puggy Campground and Boat Ramp/Picnic Area is also included in this scope as well as the miscellaneous areas such as parking lots and campground areas. Each of these additional areas described below are to be designed within the same timeframe and plans set as the “mainline” work and will address and identify any ADA or maintenance issues. Several culvert crossings have been identified in the scope for evaluation and one has been found to lie above a layer of soils containing high concentrations of organic material. Excavation of the material, backfilling, and total replacement is proposed to eliminate the issues associated with the failing surface course.

FDEP Werner Boyce Salt Springs State Park

St. Petersburg, FL

FDEP Bureau of Design and Construction - Civil EOR and Project Manager: The FDEP has engaged George F. Young to implement design for facility improvements bringing a new Ranger Station, ADA accessible kayak launch, and boardwalk extensions providing more access to the park. Wetland mitigation and environmental impact minimization is a large component as boardwalk network extension and kayak launch will run through existing wetland areas.

US 27 @ SR 60

Polk County, FL

Roadway Engineer: This project will widen US 27 from four to six lanes and reconstruct the partial cloverleaf interchange at SR 60 with a single point urban interchange (interchange and L/A aspects of this job are detailed in Category 3.3). This segment of US 27 is a rural principal arterial facility and a component of the Strategic Intermodal System. It is a vital link for trucks to transport goods from the agricultural centers in the south and the Port of Miami to the Central Florida Intermodal Logistics Center. This FDOT-estimated \$41 million project includes TTC, lighting, drainage, environmental and permitting, structures, archaeological analysis, noise studies, traffic and signals, Geotech and contamination, R/W and survey, utilities, and public involvement/stakeholder coordination.

Central Polk Parkway - Segment 1

Polk County, FL

Roadway Engineer: This project consists of developing plans to assist FDOT in identifying right-of-way needs for the project corridor and obtaining project permits for Segment 2 from US 17 to East Pollard Road. This project's scope involves developing Phase I plans, final Pond Siting Report, preliminary bridge hydraulics report, utility coordination, and final right-of-way requirements for a six-lane roadway along a new alignment from east of SR 35 (US 17) to east of Pollard Road. The project includes the construction of four interchanges, design of two spurs that connect to the Central Polk Parkway mainline, widening of SR 60, and new construction along Pollard Road. The total mainline project length is approximately 6.07 miles.

FDEP Rainbow River State Park

Dunnellon, FL

This project included Civil Engineering, Architecture, Structural Engineering, MEP Engineering, Geotechnical, Ecology, Traffic Engineering, and Surveying services for the design and permitting of improvements for the construction of a Ranger Station with associated parking. This included paving, walks, drainage, grading, water and sanitary connections, driveway connection at Rainbow Springs. This project involved permitting and coordination with Marion County, Marion County Fire Marshal, FDEP for Sanitary, Duke Energy for electric power coordination, and SWFWMD for Stormwater.





TIMOTHY RANKIN, PE
CIVIL / SITE REVIEW ENGINEER

Mr. Rankin has 11 years of experience in land development. His diversified experience in multifamily, commercial, education, and municipal services allows Mr. Rankin to serve any client from start to finish. He has designed educational facilities, roadways, interchanges, and various infrastructure needs. With a proven record of delivering projects on time and within budget, Mr. Rankin is an exemplary leader.

QUALIFICATIONS

11 years of Experience

EDUCATION

Bachelor of Science, Civil Engineering
University of Florida

LICENSE

Florida Professional Engineering No. 88735

PROJECT EXPERIENCE

400 Central Ave

St. Petersburg, FL

The GFY team provided professional civil engineering and survey services for the Central Apartments development. The civil design services for this project were as a mixed-use residential project with approximately 204 units with retail spaces and a parking garage – providing 90% workforce housing. The project site was approximately 3.03+/- acres where a sewer and utilities relocation were completed along with multiple public utility and egress easements vacations. The project required variances from the COSP land development regulations and therefore required public hearing and approvals from the Development Review Commission which GFY assisted in obtaining. The GFY survey team completed a boundary, topographic, tree, and visible utility location survey of the subject property.

City of St. Petersburg High School Expansion

St. Petersburg, FL

The GFY team was involved in major renovations that included several projects campus wide. One project was to demolish three old buildings and replace them with a new two-story building containing a cafeteria, art room and band room. A courtyard was constructed where the old buildings were removed and connected the new building to the existing adjacent buildings. Another part of the project was to renovate the original historic classroom building during the summer break before the students returned. The last phase of the project was to construct a new visitor's parking lot in front of the historic building with access off 5th Avenue North which is a FDOT road and required permitting through them for both the new driveways and the drainage connection. This new visitor lot location allows the school to secure the campus's other parking areas and have all the visitors enter through the front of the school.

Blue Jays Training Complex

Dunedin, FL

This project involved the renovation of the main Spring Training Stadium for the Toronto Blue Jays. As part of this project, the existing bowl of the stadium is being modified so that new concession and merchandise buildings can be constructed as well as a new Visitors Club House along the third base line. In addition, media access and parking has been provided near the third base foul pole. Around the outfield, a new elevated pavilion and "Fan Zone" walkway have been provided with views of both bullpens as well as the playing field. On this elevated section are new bars and amenities located in right center field. The existing stormwater system and underground utility systems are being modified to accommodate this development. 31

PROJECT EXPERIENCE CONTINUED

The existing grassed parking lot is being converted to a new asphalt lot with a wide pedestrian walkway connection to the adjacent right of way to enhance the fan experience. of the student drop-off area, parking, and bicycle parking. The project included designs for the grading, drainage, utility, and landscaping and other hardscape features.

Ascent

St. Petersburg, FL

Designed and prepared construction drawings for a 38-story mixed use development consisting of 354-unit apartments and 172 key hotel with retail and a parking garage. Project consisted of SWFWMD exemption, and City of St. Petersburg and the FDEP permitting. Development review commission approvals as well as a variance to zoning regulations. Design included a vaulted storm water management system, utility connections and improvements to the site and the City's right of way.

Tyrone Shopping Center/Crunch Fitness

St. Petersburg, FL

GFY provided the site plan for the shopping center expansion to include a Crunch Fitness Center and new parking lot. A portion of the existing shopping center was demolished to make way for the new Crunch Fitness. Extra time and effort were provided to ensure the shopping center functioned during construction and utility services were carefully examined to ensure proper demolition. The project also consisted of building facade improvements where outdated elevated planters, columns, and sidewalks were revamped to provide a more elegant look to the shopping center. The project had an existing approved site plan and required streamline site plan approvals for the modifications. The GFY team will also provide SUE, survey, and site planning for quick serve restaurants along with layouts.

Saltaire

St. Petersburg, FL

GFY provided professional services for the 2nd tallest building in St. Petersburg. GFY provided the civil design for the 1.77-acre site of a 35-story condominium building including retail space on the ground floor. Plans included site, landscape design, demolition, paving, grading, drainage, and utility plans.

Blue Jays Players Development Complex

Dunedin, FL

Design five baseball playing fields, two of which are to Major League Baseball standards, and two half fields for the Toronto Blue Jays Minor League program. Indoor batting tunnels, an agility hill, and agility fields are included in the design as well as a new 80,000 SF Player Development Complex and a 250-space parking lot to serve the complex. This lot has distinct parking for major league players as well as bus parking for visiting teams and a loading zone at the entrance of the building able to accommodate bus traffic so that the baseball players can be dropped off at the door of the complex. As part of this project wetland impacts required special permitting with the Southwest Florida Water Management District (SWFWMD) and a separate existing wetland on the west side of the project is being enlarged and maintenance performed so that exotic species and vegetation overgrowth was removed. Site fencing and an entry gate at the complex entry along Garrison Road have been provided to help secure the facility for the Blue Jays needs.

Jabil Campus Replacement

St. Petersburg, FL

The project includes the demolition of the existing 108,000 +/- Roosevelt Building and construction of a new 170,000 SF +/- Building (New Roosevelt Building). The adjacent 7.23-acre parcel previously occupied by Tampa Bay Research Institute is being added to the Jabil Campus Site plan. The proposed improvements to this parcel included the renovation of the existing building and an 8,000 SF +/- building addition. Post development also includes addition of two wet detention ponds, redesign of the parking layout, islands, and drive aisles, and an outdoor gathering area. The existing four-story General Service Building located just south of the proposed new building will also be renovated. The parking layout will be reconfigured and a new signalized entrance drive will be added.





NICOLAS MALABET, PE UTILITIES ENGINEERING

PROJECT EXPERIENCE

Front and Valrico

Valrico, FL

Utility relocations for the Hillsborough County roadway improvement project at the intersection of Front St and Valrico Road in Valrico, FL. The scope of work includes the design of approximately 1,400 linear feet of utility pipe, including sanitary force mains, hydrants, potable water mains, and reclaimed water mains. GFY obtained permits from the FDEP and CSX for the utility relocation design. The design included bypass plans, coordination with the roadway engineer and the Hillsborough County Public Works Department, utility plan routing and profile sections of the proposed improvements, as well as specifications and an engineer's estimate of probable construction costs.

Seffner Valrico Road and Wheeler

Seffner, FL

Utility relocations for the Hillsborough County roadway improvement project at the intersection of Seffner Valrico Road and E Wheeler Road in Seffner, FL. The ongoing utility relocation design includes approximately 1,200 linear feet of utility pipe, consisting of sanitary force mains, hydrants, and potable water mains. GFY will obtain permits for the utility relocations from the FDEP. The design includes bypass plans, coordination with the roadway engineer and the Hillsborough County Public Works Department, utility plan routing and profile sections of the proposed improvements, as well as specifications and an engineer's estimate of probable construction costs.

Hillsborough County Van Gogh Circle Utility Relocation

Brandon, FL

Utility relocations for the Hillsborough County culvert replacement and roadway improvement project at 260 Van Gogh Circle in Brandon, FL. The ongoing utility relocation design includes approximately 400 linear feet of utility pipe, consisting of sanitary gravity mains and potable water mains. GFY will obtain permits for the utility relocations from the FDEP. The design includes bypass plans, coordination with the roadway engineer and the Hillsborough County Public Works Department, utility plan routing and profile sections of the proposed improvements, as well as specifications and an engineer's estimate of probable construction costs.

Nicolas joined GFY with a background in utilities engineering, transportation stormwater analysis and land development design. He is proficient in AutoCAD Civil3D, ICPR, and POND5. He has gained strong engineering experience in stormwater modeling and permitting with different municipalities and districts, such as the Southwest Florida Water Management District and the City of St. Petersburg.

QUALIFICATIONS

5.5 years of Experience

EDUCATION

Bachelor of Science, Civil Engineering

University of South Florida

Bachelor of Science, Civil Engineering

Universidad del Norte

LICENSE

Florida Professional Engineering No. 97765

AFFILIATIONS

American Society of Civil Engineers

Society of Hispanic Professional Engineers

Florida Engineering Society

Urban Land Institute

Real Estate Investment Council

PROJECT EXPERIENCE CONTINUED

Durant Road and Dover Road/Little Road Inspection

Brandon, FL

Utility relocations as part of the Hillsborough County roadway improvement project at 260 Van Gogh Circle in Brandon, FL. The ongoing utility relocation design includes approximately 400 linear feet of utility pipe, consisting of sanitary gravity mains and potable water mains. As part of this project, George F. Young, Inc. will obtain the necessary permits for the utility relocations from the FDEP. The design includes bypass plans, coordination with the roadway engineer and the Hillsborough County Public Works Department, utility plan routing and profile sections of the proposed improvements, as well as specifications and an engineer's estimate of probable construction costs

400 Central Ave

St. Petersburg, FL

GFY provided utility relocation civil design and permitting services to relocate the City's sanitary gravity line to the public right of way, allowing the property owner to utilize the full site for the proposed development. For the city sanitary sewer main, GFY evaluated and coordinated with the city of St. Petersburg to determine the appropriate route of relocation. Furthermore, developed constructions plans, completed permitting with FDEP and provided construction services through the project's installation. The sanitary sewer main was plugged at the right of way west to the alley and re-routed south of 5th St S towards 1st Avenue S.

Saltaire

St. Petersburg, FL

GFY provided professional services for the 2nd tallest building in St. Petersburg. GFY provided the civil design for the 1.77-acre site of a 35-story condominium building including retail space on the ground floor. Plans included site, landscape design, demolition, paving, grading, drainage, and utility plans.

Admiral Farragut Academy Master Planning

St. Petersburg, FL

Consulted with the architects to provide and complete a master site plan with civil engineering services regarding permitting, stormwater system requirements, and other restraints that may come from the overall redevelopment of the site as well as environmental analysis regarding existing site constraints and permitting requirements. Analyzed the overall site conditions, including access, utilities, and the existing site plan to verify that the proposed improvements are feasible. Resulting from this work effort, a series of minor projects are proposed to occur through the summer months. Civil engineering to provide support with design and permitting with the City of St. Petersburg.

Pinellas County School Board Midtown Academy

St. Petersburg, FL

Design and preparation for additional parking lot construction drawings and associated stormwater management system in accordance with SWFWMD criteria. This SWM area is sized to accommodate portions of the phase 2 parking expansion. The scope also includes the reconfiguration and extension of the parent drop off loop back and new bus loop drop off, with driveway connections designed in accordance with the PCSB and/or City of St. Petersburg criteria.





GREG DAWKINS, PE
TRAFFIC ENGINEER

Greg joins GFY with over two decades of traffic engineering experience to our team. As the former City of Birmingham Director of Traffic Engineering, he offers the unique perspective of both agency and private firm experience. He was responsible for the signal timing and coordination of 704 signalized intersections within the Birmingham City Limits. He understands the unique needs of public clients, how to manage teams, and innovative ways to improve infrastructure, including telecommunications design. Further, Greg is an expert in traffic analysis and traffic modeling.

QUALIFICATIONS

26 years of Experience

EDUCATION

Bachelor of Science, Civil Engineering
University of South Florida

LICENSE

Florida PE #100203

AFFILIATIONS

Institute of Transportation Engineers-Past President

PROJECT EXPERIENCE

ALDOT - I-65/US-31 Advanced Corridor Management System

Birmingham, AL

Gresham Smith was selected for this project to design a new ITS Design to include traffic cameras and DMS along the US 31/I-65 Corridor. Greg's role was to use his knowledge in selecting optimum locations for the cameras and to facilitate current dark fibers that can be utilized.

Traffic Signal Assessment on CR-52 from CR-33 to Huntley Pkwy

Pelham, AL

Greg performed Field Assessments of the traffic signals within the City Limits of Pelham. The information was gathered and repairs needed in order for Pelham to have their signal system operating in good working order. Greg performed this project.

TDOT Coffee County Corridor Study

Tullahoma, TN

Greg was hired to perform IMS review for the Tennessee Department of Transportation. Greg performed the review and provided TDOT with the review. TDOT utilized the review to make changes to the drawings and created a successful project.

SR 69 Moundville Retail Store

Moundville, AL

Greg was hired to perform a Traffic Impact study for a Tractor Supply in Moundville. The study was utilized to obtain Access Permits from ALDOT for ingress and egress. Greg performed the study with no comments from ALDOT

ALDOT - SR-51 at Gateway Drive Roundabout Phase 2

Opelika, AL

Greg was hired to design a roundabout for SR-51 at Gateway Drive to increase efficiency in vehicular movement through this congested intersection. Greg provided QC review of the layout and oversaw final design.



JOSEPH SAYRE
SENIOR PROJECT ENGINEER

Joseph has over 38 years of experience, primarily in urban and rural roadway design. He also supports a wide range of other disciplines including Project Development and Environment Studies, structural engineering, traffic, roadway lighting, and site development work. He has diverse knowledge of design software including Microstation Select Series 2, Geopak Road, Geopak Site, Geopak Corridor Modeling, Microstation, Descartes, FDOT CADD Software, FDOT Electronic Delivery, Autocad Civil 3D.

QUALIFICATIONS

38 years of Experience

EDUCATION

Bachelor of Civil Engineering
University of Rhode Island

AFFILIATIONS

American Society of Civil Engineers

PROJECT EXPERIENCE

St. Petersburg College - Palladium Parking Additional Spaces

St. Petersburg, FL

GFY provided plans for milling and resurfacing of the existing lot, the scope also included a conceptual level re-stripping plan to maximize on-site parking and provide a more desirable configuration for handicapped patrons.

Hernando County School Board Winding Waters K-8

Brooksville, Florida

The GFY team provided Winding Waters (WW) with design services for the new two-story permanent module classrooms consisting of 12 new classrooms, restrooms, an office, and an elevator on the existing school campus. The project responded to an immediate need for more space on the WW K-8 campus. A new building was created to alleviate this problem and service the new students. The new classroom building required the relocation of the existing sanitary system and the current fire loop on-site and providing new clean, potable, and fire connections.

Chabad of Clearwater

Pinellas County, FL

Civil Engineering services were required in the renovation of a vacant lot to be redeveloped into a Chabad with associated parking and site infrastructure. These Civil Engineering services include but are not limited to, the site plan, a grading and drainage plan, and a utility plan. GFY also prepared construction documents, specifications, and the required permits for compliance with Pinellas County.

St. Petersburg Museum of History Expansion

St. Petersburg, FL

The GFY team was involved in renovations to the Museum of History. This project expanded the museum frontwards and added an additional level to the existing one-story building. A main entrance was constructed, where the old walkways were removed and connected the new building to the existing building. The project also consisted of building facade improvements, where outdated elevated planters, columns, and sidewalks were revamped to provide a more elegant look to the museum.



MIKE CURLEY, PSM
PROJECT SURVEYOR

Mr. Curley began surveying with George F. Young, Inc. in 1985 as a rod person. His surveying career has been focused on route, topographic, right-of-way surveys, and right-of-way control surveys. Mr. Curley is experienced in boundary, topographical, and construction surveys and is very efficient in the use of Bentley MicroStation, GEOPAK, Trimble Geomatics Office, AutoCAD, and AutoCAD Land Development Desktop software for electronic data collection and processing since its inception.

QUALIFICATIONS

39 years of Experience

LICENSE

Professional Surveyor & Mapper LS #6361

AFFILIATIONS

Tampa Bay Chapter of Florida Surveying and Mapping Society

PROJECT EXPERIENCE

Pinellas County School Board Tarpon Spring High School Field Improvements

Tarpon Springs, FL

Prepared plans and specifications for renovating the football fields to receive artificial turns and improvements to the existing drainage system. The improvements for Tarpon Springs High School were not anticipated to meet the required compliance with SWFWMD Chapter 40-D-40 FAC regulations for stormwater management.

Hernando County Schools Winding Waters K-8 Circulation Plan Study

Weeki Wachee, FL

FDOT contacted the school and requested improvements to the circulation plans since backups during the morning drop-off and afternoon pick-up times were spilling over into the mainline US 19 northbound lane, a 60-mph posted speed major arterial and that represented a major safety issue for FDOT.

Coachmen Services

Largo, FL

The project is located south of NE Coachman Road and north of Sharkey Road between North Belcher Road and Forest Glen Road, beside Florida Central Credit Union and in Section 07 Township 29S Range 16 E in Pinellas County, Clearwater, Florida. The project site is approximately 16.56 acres and has access points to NE Coachman Road and Sharkey Road. This project consists of the demolition of existing parking lots, the construction of a new parking lot area, construction of a retaining wall, construction of a service building, expansion of existing dry pond and site improvements.

University of South Florida (USF) Lift Station 6 Maintenance Rehabilitation

Tampa, FL

Civil engineering, survey and SUE services for Lift Station 6 maintenance rehabilitation. The main components of the final design included the limits of demolition, a new valve box or boxes to house the new pipework and a proposed magnetic meter, and modifications to existing pump effluent lines, as necessary. Final design also included modifications to the existing fence, floor slab modifications and construction details.

PROJECT EXPERIENCE CONTINUED

USF - College of Business

St. Petersburg, FL

GFY provided engineering services for the Kate Tiedemann College of Business located on 2.10 Acres of the University of South Florida St. Petersburg campus. The building and site development is an "Urban Infill" redevelopment sharing access, parking, and stormwater management with the adjacent USGS Office Building. Special design consideration was given to protecting an existing City of St. Petersburg 48" diameter sewer main traversing the site. The design included vacating existing alleys, integrated parking and access, utilities, drainage, and stormwater management. Permitting included the City of St. Petersburg, SWFWMD, and the FDEP. The project was awarded LEED Gold certification by the U.S. Green Building Council.

USF - Laurel Drive

Tampa, FL

Location of newly installed fiber optic.

FDOT Department of Transportation District One, Four, and 5

Municipalities/Utilities

- Pinellas County Old Oakhurst Road from Park Blvd. to 66th Street, Topographic and Right-of-Way survey
- Pinellas County Keystone Road from US 19 to East Lake Road, Topographic and Right-of-Way survey
- Pinellas County Park St. / Starkey Rd. from Tyrone Blvd. to Bryan Dairy Rd., Topographic and Right-of-Way survey
- City of Land O'Lakes Connection of Terra Bella RCW System to Pasco County RCW System
- City of St. Petersburg Station 85 Albert Whitted Master 30" Force
- City of St. Petersburg, Innovation Project, Right-of-Way and Topographic
- City of St. Pete Beach Survey Manager for Blind Pass Road Improvements
- City of St. Pete Beach Survey Manager Lift Station 2 Emergency Force Main Replacement
- City of Tarpon Springs Safford Avenue, Live Oak and Hibiscus Streets from Tarpon Avenue to North Pinellas Avenue
- City of Tarpon Springs Hope Street Right-of-Way and Topographic Survey from Dodecanese Boulevard North to the south bank of Anclote River
- City of Tarpon Springs Arfaras Boulevard Boundary Survey
- City of Indian Shores Survey Manager for the undergrounding of utilities
- Hillsborough County, 2nd St NE & E Shell Point Rd, Ruskin, Topographic, Right-of-Way survey and SUE location
- Hillsborough County, Rocky Creek Drive, Tampa, Wastewater Expansion, Topographic, Right-of-Way survey and SUE location





TREVOR HATCH, PSM PROJECT SURVEYOR

Trevor started in the field of surveying in 2006 and received his first state licensure in Utah in 2014. Trevor's skills, knowledge and experience in the field of land surveying cover various surveying tasks for civil engineering firms, land developers and contractors. He specializes in land development and ALTA surveys. He has been the surveyor of record for many subdivision plats and ALTA surveys.

QUALIFICATIONS

16 years of Experience

EDUCATION

**Bachelor of Arts, International Studies
University of Utah**

LICENSE

**Florida Professional Surveyor & Mapper No.
LS7443**

PROJECT EXPERIENCE

7th Ave Lots 14 & 15

St. Pete Beach, FL

Provided tree, topographic, and boundary survey of the site to include elevations on an approximate 50-foot grid and at all breaks, above-ground visible improvements, above-ground utilities, storm/sewer manholes and inverts, and trees 4" and larger. The survey extended to include the full rights-of-way fronting the properties. Overlay city atlas maps as provided by the consultant. Services also included subsurface utility designating and locating.

Gum Slough, Southwest Florida Water Management District

Inverness, FL

The project required GFY to collect bathymetric data using Real Time Kinematic Global Positioning System (RTK GPS) methods along approximately 6000 linear feet of Gum Slough. Cross sections had a nominal 100' spacing. In addition, data was collected in 24 locations identified as polygons provided by the district. Finally, the location and elevation of 36 Temporary Benchmarks were surveyed

Old City Hall Parcel

Clearwater, FL

Prepared an ALTA/NSPS Land Title Survey of the aforementioned parcel to include the following (according to the 2021 requirements for ALTA/NSPS surveys).

400 Central Ave

St. Petersburg, FL

The GFY team completed a boundary, topographic, tree, visible utility location and subsurface utility location survey of the subject property. A sanitary sewer main and other utilities were routed through the city's alley. Easements were vacated and utilities relocated throughout the property.

17th Street North Bridge

St. Petersburg, FL

Providing topographic and hydrographic survey services for the rehabilitation or replacement of the existing 17th Street Bridge between Burlington Avenue and 2nd Avenue (Bridge No. 157126) over Booker Creek. Services also include right-of-way/alleyway boundary as well as title search and documentation.



RICHARD CAMPANALE ENVIRONMENTAL SPECIALIST

Richard R.G. Campanale, a seasoned environmental scientist, brings extensive expertise in ecology and land management to GFY. Joining the ranks of environmental science with a keen focus on land management and ecological restoration, his role encompasses a spectrum of responsibilities, from leading habitat restoration projects to conducting ecological surveys and wetland jurisdictional determinations.

QUALIFICATIONS

6 Years of Experience

EDUCATION

Master of Science, Agronomy
University of Florida

Bachelor of Science, Environmental Studies
University of Central Florida

PROJECT EXPERIENCE

Arcadia Drainage Improvement

Arcadia, FL

Phase 1 Environmental Site Assessment, Florida Department of Commerce Environmental Assessment Checklist for HUD funding approval, Coordinating with Scott McManus from UES on soil sampling and testing.

Tunnels 2 Towers Veteran's Complex

Bradenton, FL

A preliminary environmental assessment was performed on the existing Manatee County facility for the T2T Foundation. The investigation included field reconnaissance and site review, as well as an evaluation of the subject property's potential wetlands, protected species, contamination, and cultural resources. In addition, EAP, Inc. reviewed potential SWFWMD permitting issues regarding the proposed development of the property. EAP will assist with environmental permitting and monitoring eagles' nest adjacent to the project site during construction to prevent any impacts to the eagles and their fledglings.

Palma Sola Sidewalk Permitting

Manatee County, FL

USACE and SWFWMD permitting for wetland removal and mitigation. Coordination with engineering firm and Agencies on documentation and due diligence for permit approval.

Hall's River Wetland Delineation

Homosassa, FL

Wetland delineation training and documentation of updated changes.

Ken Thompson Park Living Shoreline

Gainesville, FL

The project involved developing protection for the existing beach and park using a "livable shoreline" against erosion and loss of habitat. EAP provided a living shoreline design specifically for the park with minimal "hard" structures. The living shoreline will stem shoreline and beach loss using primarily native vegetation with limestone riprap and geotextile fabric. The native vegetation will provide habitats for birds, and fish and invertebrates in the intertidal zone, and simultaneously protect the beach and park shoreline.

WADE CARROLL, AICP, RSP¹ | TRANSPORTATION PLANNING AND DESIGN



Wade has 28 years of experience and started his career in Florida. Since entering the private sector, he has led statewide, regional, and local planning efforts and gained a profound understanding of statewide policy and its influence on MPO operations. From a national perspective, Wade served as Project Manager on NCHRP 1002: Metropolitan Planning Organizations: Strategies for Future Success for MPO best practices. From a safety perspective, Wade is a Registered Safety Professional and currently a project advisor on all of Pond's SS4A efforts. His primary responsibilities are ensuring best practices in the planning process and developing work programs that reflect FHWA priorities to position his clients for SS4A Implementation Grants and other funding opportunities. His experience working with MPOs in developing MTPs, regional freight plans, MPO-funded special studies, identifying regional funding opportunities presented by the Bipartisan Infrastructure Law (BIL), and researching best practices make Wade a strong asset to any planning team.

Education

- MPA, Urban Planning & Management, University of South Florida
- BS, Geography, City & Regional Planning, Western Kentucky University

Registration and Certifications

- AICP Certified Planner GA #015749
- Registered Safety Professional (RSP¹)

Years of Experience

28 Years

Monthly Availability

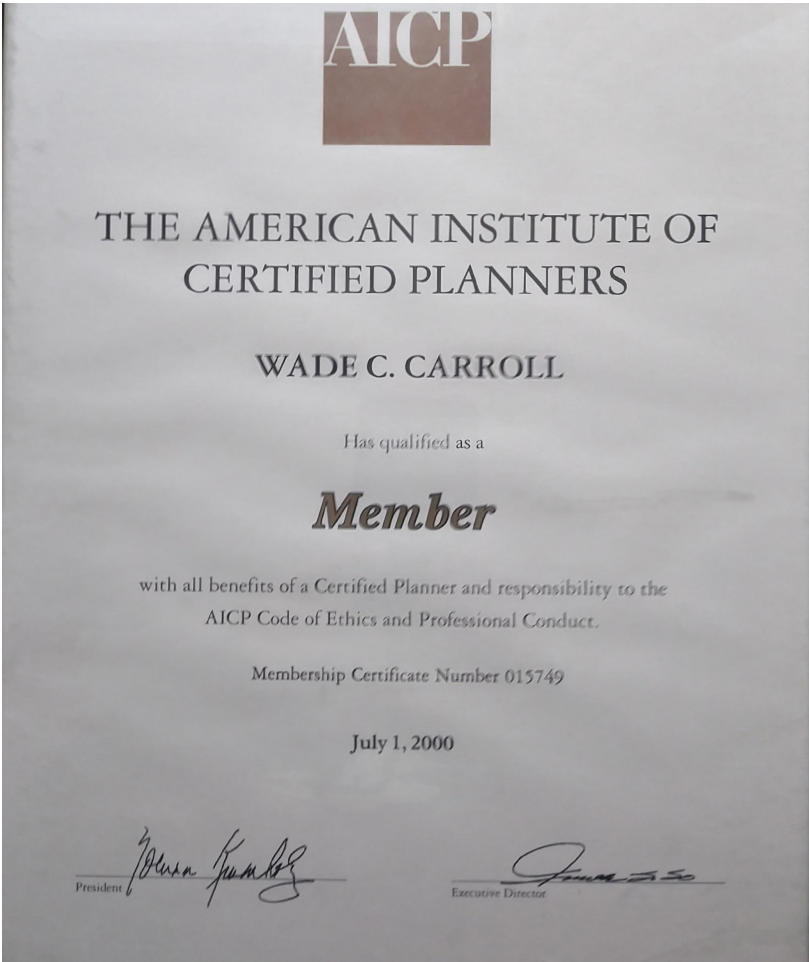
40%

RELEVANT EXPERIENCE

- Gwinnett County Comprehensive Transportation Plan, Transportation Engineer
- Lawrenceville Comprehensive Transportation Plan, Transportation Engineer
- Hinesville MPO MTP, Transportation Engineer
- Glynn County BATS Freight Study, Transportation Engineer
- Carroll County SS4A Action Plan, Transportation Engineer
- Effingham County Transportation Master Plan Updates, Transportation Engineer
- Chatham County SS4A Action Plan, Transportation Engineer
- Cherokee County SS4A Action Plan, Transportation Engineer
- Columbus-Phenix City MPO MTP Update, Transportation Engineer
- Cumberland CID Creative Placemaking Study, Transportation Engineer
- Fayette County SS4A Action Plan, Transportation Engineer
- Port Wentworth Comprehensive Plan, Transportation Engineer
- Cedartown SS4A Action Plan, Transportation Engineer
- City of Tucker Transportation & Trails Master Plan, Transportation Engineer

LICENSES - WADE CARROLL, AICP, RSP1

AICP Certified Planner GA #015749



Registered Safety Professional (RSP1)



CHRISTIAN MORALES, PE | TRANSPORTATION PLANNING AND DESIGN



Christian is a Transportation Engineer with nearly a decade of experience in transportation engineering, focusing on projects throughout Florida. As a Transportation Engineer, Christian has contributed to a wide array of design efforts, including sidewalk improvements, resurfacing, restoration and rehabilitation (RRR), and capacity projects. At Pond & Company, he leverages deep knowledge of FDOT design criteria and Digital Delivery standards to support a wide range of transportation initiatives. With a civil engineering degree from the University of North Florida and strong technical expertise in MicroStation and Geopak, Christian consistently produces high-quality design solutions that enhance mobility, safety, and community connectivity

Education

- BS, Civil Engineering, University of North Florida

Registration and Certifications

- Professional Engineer (PE) FL #91865
- Temporary Traffic Control (Maintenance of Traffic) FDOT

Years of Experience

9 Years

Monthly Availability

30%

RELEVANT EXPERIENCE

- SR 13 at New Rose Creek Bridge, Transportation Engineer
- FDOT D3 SR 13 RRR, Transportation Engineer
- FDOT I-95 Widening, Transportation Engineer
- FDOT D2 I-10 at Piddlin Creek, Transportation Engineer
- West Tampa CRA Parking Study, Transportation Engineer
- City of Jacksonville Emerald Trail, Transportation Engineer
- San Pablo Road Widening Design, Transportation Engineer
- FDOT D2 CR-18 Hampton Trail, Transportation Engineer
- Dennis Road Widening and Improvements, Transportation Engineer
- DR Horton Ayrshire Bridge, Transportation Engineer
- City of Milton Greenway Connector, Transportation Engineer
- Webb Bridge Road Big Creek, Transportation Engineer
- FDOT D2 P2LB Trail , Transportation Engineer
- JTA 9th Street Complete Street, Transportation Engineer
- JTA University and Merrill - Turbo Roundabout Design, Transportation Engineer
- FDOT D3 SR 292, Transportation Engineer
- FDOT D2 SR 5 Sidewalks, Transportation Engineer
- FDOT D3 SR 289 Carpenter's Creek, Transportation Engineer
- GDOT SR 6 Truck Friendly Lanes, Transportation Engineer
- Atlanta Airport Community Improvement District Welcome All Road, Transportation Engineer
- DeKalb County Rowland Road Survey, Transportation Engineer



LICENSES - CHRISTIAN MORALES, PE

Professional Engineer (PE) FL #91865

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION



[HOME](#) [CONTACT US](#) [MY ACCOUNT](#)

ONLINE SERVICES

- [Apply for a License](#)
- [Verify a Licensee](#)
- [View Food & Lodging Inspections](#)
- [File a Complaint](#)
- [Continuing Education Course Search](#)
- [View Application Status](#)
- [Find Exam Information](#)
- [Unlicensed Activity Search](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

9:25:26 AM 1/9/2025

Licensee Information	
Name:	MORALES, CHRISTIAN SCOTT (Primary Name)
Main Address:	7502 PONCE CT JACKSONVILLE Florida 32217
County:	DUVAL

License Information	
License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	91865
Status:	Current,Active
Licensure Date:	07/12/2021
Expires:	02/28/2025

Special Qualifications	Qualification Effective
Civil	07/12/2021

Alternate Names

[View Related License Information](#)
[View License Complaint](#)

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. Copyright ©2023 Department of Business and Professional Regulation - State of Florida. [Privacy Statement](#)

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.



JOE STITT, PE, LEED AP | ELECTRICAL ENGINEER



Joe Stitt is a highly experienced electrical engineer with over 21 years of expertise. His work spans concept generation, design, specifications, technical quality control, and construction administration for a wide range of facilities, including aircraft hangars, SCIFs, munitions storage, vehicle maintenance, dormitories, training, dining, and medical facilities. Joe specializes in code compliance, field surveys, system design, cost estimating, inspection, and commissioning. His technical capabilities cover lighting, grounding, emergency power, substations, and low-voltage systems such as fire alarm, access control, intrusion detection, CCTV, and telecommunications. He is also trained in Revit, AutoCAD, VR walk-through technology, and holds a certification in the BICSI ITS Design Fundamentals Program. Joe brings a deep commitment to quality and mission-driven design across every project.

Education

- BS, Aerospace Engineering, Georgia Institute of Technology

Registration and Certifications

- Professional Engineer (PE) FL #79633

Years of Experience

21 Years

Monthly Availability

30%

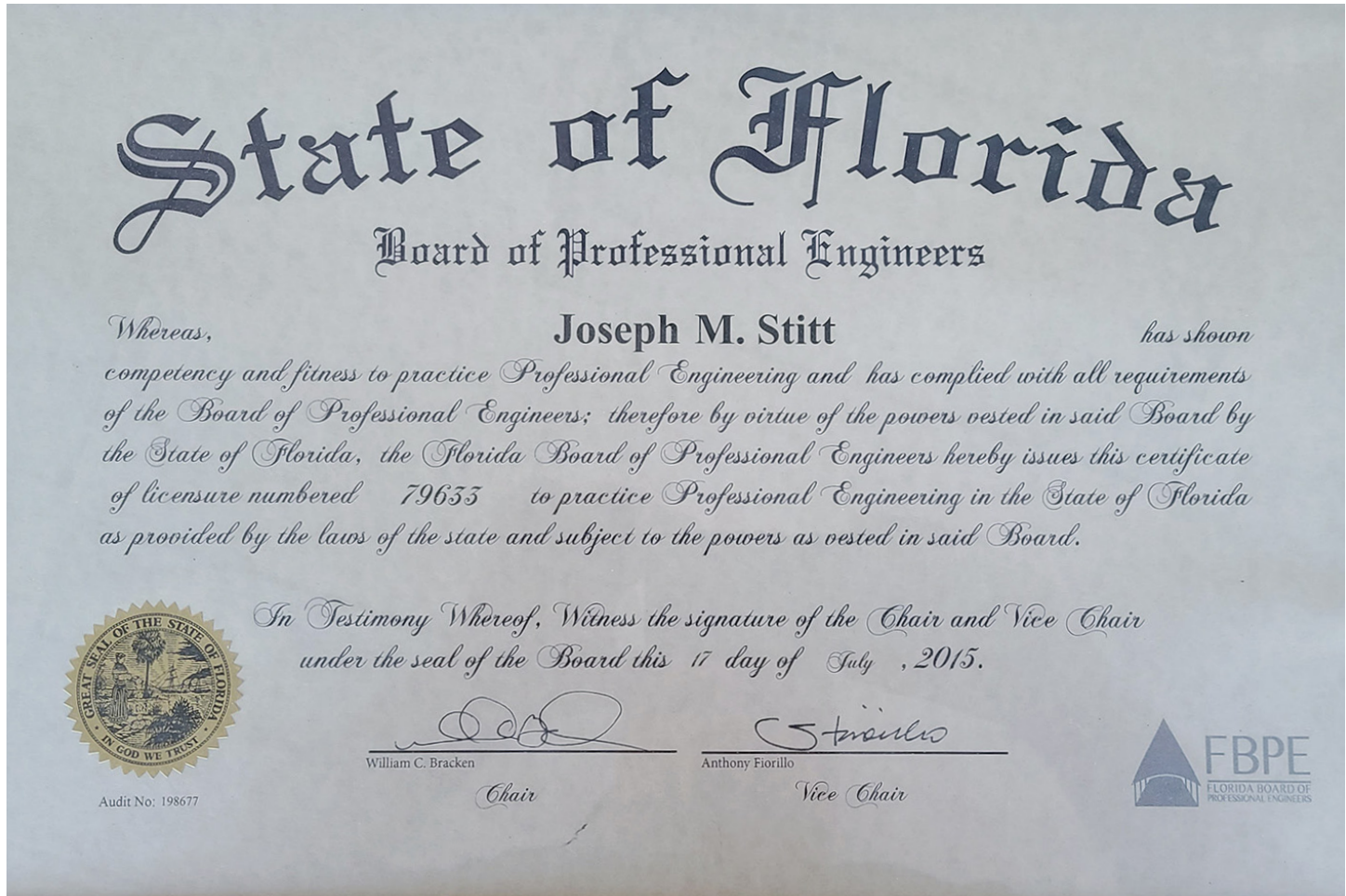
RELEVANT EXPERIENCE

- Jacksonville Aviation Authority - Boeing Maintenance, Repair & Overhaul Hangar, Electrical Engineer
- GA Department of Natural Resources On-Demand Services, Electrical Engineer
- LTC Hall Civil/Landscape, Electrical Engineer
- Jacksonville Transit Authority - Jacksonville Regional Transit Center, Electrical Engineer
- JTA University and Merrill Road - Turbo Roundabout, Electrical Engineer
- City of Alpharetta - Morris Road, Electrical Engineer
- City of Jacksonville Lonnie Miller Park, Electrical Engineer
- GSU Kell Hall Library Plaza, Electrical Engineer
- Atlanta Beltline Enota Park, Electrical Engineer
- JTA San Pablo Road Widening, Electrical Engineer
- JRTC Relocation Planning, Electrical Engineer
- New Smyrna Beach Western Utility Complex, Electrical Engineer
- City of Duluth - Downtown Parcels, Electrical Engineer
- Gwinnett County Peachtree Ridge Park Fields, Electrical Engineer
- FDOT Webb Bridge Road Big Creek, Electrical Engineer
- BDIC Wieuca Roundabout, Electrical Engineer
- Lenox Road, Electrical Engineer
- City of Duluth - Davenport Road Extension, Electrical Engineer
- FDOT Lake City Bldg Assessments, Electrical Engineer
- SAV Air Cargo Facility, Electrical Engineer
- City of Milton - Providence Park Improvements, Electrical Engineer
- FLARNG Panama City Readiness Center, Electrical Engineer
- Dennis Road Widening and Improvements, Electrical Engineer
- FDOT Lake City Operations Survey Bldg, Electrical Engineer
- Nassau County Fire Station No. 20 Addition, Electrical Engineer



LICENSES - JOE STITT, PE, LEED AP

Professional Engineer (PE) FL #79633



THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

**Florida**
Department of Business
& Professional Regulation

HOME CONTACT US MY ACCOUNT

4:55:33 PM 4/11/2025

ONLINE SERVICES
[Apply for a License](#)
[Verify a Licensee](#)
[View Food & Lodging Inspections](#)
[File a Complaint](#)
[Continuing Education Course Search](#)
[View Application Status](#)
[Find Exam Information](#)
[Unlicensed Activity Search](#)
[AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS
Licensee Information

Name:	STITT, JOSEPH M. (Primary Name)
Main Address:	3510 FOREST PEAK COURT MARIETTA Georgia 30066
County:	OUT OF STATE

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	79633
Status:	Current,Active
Licensure Date:	07/17/2015
Expires:	02/28/2027

Special Qualifications

Special Qualifications	Qualification Effective
Architectural	07/17/2015
7th Edition, Florida Building Code	02/26/2021
8th Edition, Florida Building Code	12/21/2023

Alternate Names

--



PEDRAM RAHBAR, PE | BRIDGE DESIGN



Pedram is experienced in the management and design of transportation infrastructure projects. He is an NHI Certified Bridge Inspector and also has extensive experience in providing construction engineering services for bridge and roadway projects. Pedram's construction engineering experience gives him insight into viewing projects from a contractor's perspective and ensures designs are developed with constructibility in mind. Pedram has the knowledge and skills to efficiently and successfully manage all types of projects from Notice to Proceed through Construction. Pedram is an experienced and capable communicator, managing staff and sub-consultants toward scope, schedule, and budget commitments and maintaining strong communication with clients through verbal and written reporting. He has ensured that the technical, environmental compliance, and budgetary aspects of his projects are addressed within the requirements of the agreed scope, schedule, and budget.

Education

- MS, Civil Engineering, University of Tennessee
- BS, Civil Engineering Technology, Southern Polytechnic State University

Registration and Certifications

- Professional Engineer (PE) FL #80794

Years of Experience

17 Years

Monthly Availability

20%

RELEVANT EXPERIENCE

- Peachtree City Tunnel Assessments, Civil Engineer
- Cobb County Bells Ferry Bridge Design, Civil Engineer
- Cape Fear River Trail Extension, Civil Engineer
- Peachtree City SR Pedestrian Bridge Inspections, Civil Engineer
- SR 13 at New Rose Creek, Civil Engineer
- BCID Wieuca Road Sidepath, Civil Engineer
- SR 13 at New Rose Creek Bridge, Civil Engineer
- Paulding Bridge Maintenance Assessments, Civil Engineer
- Albemarle Rock Creek Park Bridge Assessments, Civil Engineer
- I-75 at SR 376 Concept, Civil Engineer
- Alpharetta 2024 Bridge Maintenance, Civil Engineer
- Cherokee County Holly Springs Parkway, Civil Engineer
- Sand Springs Bridge Assessments, Civil Engineer
- GCDOT Norcross to Lilburn Trail, Civil Engineer
- Cobb County Factory Shoals Pedestrian Crossing, Civil Engineer
- Custer Avenue Relief Project, Civil Engineer
- Johns Creek Bridge Assessments, Civil Engineer
- Bridge and Structural On-Call Contract to Arcadis, Civil Engineer
- Massana - CR129 over I-95, Civil Engineer
- Atlanta Airport Community Improvement District Welcome All Road, Civil Engineer
- Conyers Pedestrian Bridge Inspections, Civil Engineer
- UGA Campus Connectivity Study, Civil Engineer
- City of Milton Westbrook Road over Chicken Creek, Civil Engineer
- City of Acworth Bridge Maintenance Plan, Civil Engineer
- Palatka Retaining Wall Evaluation, Civil Engineer
- City of Duluth Pine Needle Bridge Inspection, Civil Engineer
- City of Milton Bridge Maintenance Plan, Civil Engineer



LICENSES - PEDRAM RAHBAR, PE

Professional Engineer (PE) FL #80794



Ron DeSantis, Governor



Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

RAHBAR, PEDRAM A.
1812 YORKSHIRE DRIVE
WOODSTOCK GA 30189

LICENSE NUMBER: PE80794
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com



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.



MARCO MIGLIARO, AIA, NCARB | ARCHITECTURAL SUPPORT



Marco is a Lead Architect for Pond and works heavily with our municipal clients. He brings over 23 years of architectural experience and a proven track record leading complex public sector projects. As Director of Architecture at Pond & Company, Marco plays a key role in delivering design solutions for municipal clients, with a specialized focus on public safety and emergency operations center (EOC) facilities. Marco's responsibilities include guiding clients through cost-effective design strategies, managing multidisciplinary teams through all phases of design and documentation, and ensuring that quality, schedule, and budget expectations are consistently met. He also leads coordination efforts with subconsultants and specialty disciplines and provides mentorship to junior architects working toward licensure. His deep understanding of architectural workflows, code compliance, and construction documentation ensures a seamless design-to-delivery process.

Education

- B.Arch, New Jersey Institute of Technology

Registration and Certifications

- Registered Architect (RA) FL #99844
- National Council of Architectural Registration Board
- American Institute of Architects (AIA)

Years of Experience

23 Years

Monthly Availability

20%

RELEVANT EXPERIENCE

- DCPS Parent Resource Building, Architect
- DCPS Safety and Security Upgrades, Architect
- Nassau County K9 Training Facility, Architect
- DCPS Normandy Village Elementary School, Architect
- Savannah Tech Liberty Campus, Architect
- Baxter Healthcare Corporation Master Plan, Architect
- FDOT Jacksonville Bridge Shop Renovation, Architect
- St. Johns County Tax Collector Annex Renovation, Architect
- DeKalb County Fire Station No. 5, Architect
- Nassau County Fire Station No. 20 Addition, Architect
- FDOT Chiefland Maintenance EOC Building, Architect
- Liberty Street Marina, Architect
- Port Wentworth Amphitheater Programming, Architect
- DeKalb County Fire Station No. 16, Architect
- FDOT Lake City Operations Survey Building, Architect
- Port Wentworth Fire Station, Architect
- St. Johns County EOC Annex Building, Architect
- DeKalb County Fire Station No. 27, Architect
- UCNSB New Multi-Use Building, Architect
- UNF Bus Storage Building, Architect
- Vilano Beach Park, Architect
- St. Augustine Fire Station Feasibility Study, Architect
- FLARNG Panama City Readiness Center, Architect
- Jacksonville Aviation Authority - Boeing Maintenance, Repair and Overhaul Hangar, Architect
- City of Palm Coast Public Works Facility, Architect
- FDOH Sowder Building Renovation, Architect

LICENSES - MARCO MIGLIARO, AIA, NCARB

Registered Architect (RA) FL #99844



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

MIGLIARO, MARCO T
198 GLORIETA DR
SAINT AUGUSTINE FL 32095

LICENSE NUMBER: AR99844
EXPIRATION DATE: FEBRUARY 28, 2027

Always verify licenses online at MyFloridaLicense.com

ISSUED: 02/11/2025

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.





MATT WILDER, PLA, ASLA | URBAN PLANNER AND LANDSCAPE ARCHITECT



Matthew leads the PLACE program at Pond, where our Planners, Landscape Architects, and Civil Engineers work collaboratively to plan, design, and build the communities in which we conduct our daily lives. Matthew is a landscape architect who has led the design of many parks and public spaces in cities, counties, and on college campuses throughout the Southeast in these first 20 years of his career. He greatly appreciates the value of inviting and equitable public spaces and the community they foster. Matthew enjoys working with clients that value the public realm and the benefits it brings to our communities, and most importantly our individual and social wellbeing. Throughout his career, Matthew has enjoyed developing public spaces that connect individuals and communities to nature and to each other.

Education

- MA, Landscape Architecture, University of Georgia
- BS, Botany, Miami University

Registration and Certifications

- Professional Landscape Architect (PLA) FL #6667590
- GA Soil and Water Conservation Comm Lvl II Certified Design Professional

Years of Experience

28 Years

Monthly Availability

35%

RELEVANT EXPERIENCE

- DeKalb County Delano Line Park, Project Manager
- MARTA Brady Landscape Services, Landscape Architect
- GSU Kell Hall Library Plaza Demolition, Landscape Architect
- MARTA King West End Oakland City, Project Manager
- ARC Upper Flint Green Infrastructure, Landscape Architect
- Atlanta Beltline Enota Park, Project Manager
- BCIB Wieuca Roundabout, Urban Planner
- Poplar Road Corridor Scoping Study, Urban Planner
- Hall County SR 365, Urban Planner
- Smyrna Downtown Master Plan Update, Urban Planner
- AeroATL Model Mile, Project Manager
- Woodstock SMART Corridor, Urban Planner
- Stone Mountain Downtown Master Plan, Urban Planner
- City of Milton Greenway Connector, Urban Planner
- MARTA Lenox Station Rehabilitation, Principal-in-Charge
- DeKalb County Parks Rowland Road, Landscape Architect
- Jimmy Carter/MIB Corridor Study, Urban Planner
- Gateway 85 Corridor Study, Urban Planner
- Johns Creek Town Center Master Plan, Principal-in-Charge
- Lawrenceville LCI Study, Principal-in-Charge
- Tyrone Town Center Master Plan, Principal-in-Charge
- Coweta County Comprehensive Transportation Plan, Urban Planner
- Winder Downtown Master Plan, Principal-in-Charge
- ABI Subarea Master Plans, Principal-in-Charge
- Blueprint 2.0, Principal-in-Charge
- Smyrna Downtown Greenspace Design, Principal-in-Charge
- Dunwoody Edge City, Principal-in-Charge
- City Springs Master Plan Update, Principal-in-Charge



LICENSES - MATT WILDER, PLA, ASLA

Professional Landscape Architect (PLA) FL #6667590



Florida

dbpr

Department of Business
& Professional Regulation

HOME

CONTACT US

MY ACCOUNT

ONLINE SERVICES

Apply for a License

Verify a Licensee

View Food & Lodging Inspections

File a Complaint

Continuing Education Course Search

View Application Status

Find Exam Information

Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

8:30:30 AM 10/19/2023

Licensee Information

Name:

WILDER, MATTHEW (Primary Name)

Main Address:

569 BROWNWOOD AVE SE
ATLANTA Georgia 30316

County:

OUT OF STATE

License Information

License Type:

Registered Landscape Architect

Rank:

Landscape Arc

License Number:

LA6667590

Status:

Current,Active

Licensure Date:

01/27/2022

Expires:

11/30/2025

Special Qualifications

Qualification Effective

Alternate Names



ANDREW KOHR, PLA, ASLA | URBAN PLANNING DEVELOPMENT



Andrew has a passion for creating great public spaces which connect communities and bring people together. With over 16 years of experience working primarily on municipal projects, Andrew has a strong understanding of how to manage linear projects in both urban and suburban settings. Andrew has managed multiple federally-funded scoping studies and has helped his clients receive over 30 million dollars in federal funding for implementation. Throughout his years of experience, he has blended policy, economics, engineering and design to create thoughtful plans that respond to the needs of his clients. His ability to work with multiple communities simultaneously, communicate effectively, and envision spaces three dimensionally will be an asset.

Education

- MS, Landscape Architecture, Ball State University
- BA, Historic Preservation, Mary Washington College

Registration and Certifications

- Professional Landscape Architect (PLA) GA #001614
- Council of Landscape Architectural Registration Boards (CLARB)
- GDOT Plan Development Process Certification
- American Society of Landscape Architects (ASLA)

Years of Experience

20 Years

Monthly Availability

20%

RELEVANT EXPERIENCE

- **Presidential Parkway Embury Hills Arts**, Urban Planner and Landscape Architect
- **Douglasville North Side Trail**, Urban Planner and Landscape Architect
- **City of Jacksonville Emerald Trail**, Urban Planner and Landscape Architect
- **BCID Wieuca Road Sidepath**, Urban Planner
- **City of Tucker Transportation & Trails Master Plan**, Urban Planner
- **UWCID Collier Road Corridor Study**, Urban Planner
- **DeKalb County - Stone Mountain Trail Master Plan**, Urban Planner and Landscape Architect
- **Ramah Church Road Park Master Plan**, Urban Planner and Landscape Architect
- **PATH - Stone Mountain Connecting Parks**, Urban Planner
- **Cumberland CID Creative Placemaking Study**, Urban Planner
- **Town of Dayton Downtown Master Plan**, Urban Planner and Landscape Architect
- **Lenox Road**, Urban Planner and Landscape Architect
- **Custer Avenue Relief Project**, Urban Planner
- **Athens-Clarke County Parks Master Plan**, Urban Planner and Landscape Architect
- **Kernersville SE Neighborhood Park**, Urban Planner and Landscape Architect
- **Athens-Clarke Lexington Bike-Ped Improvements**, Urban Planner
- **Kernersville Parks System Master Plan**, Urban Planner and Landscape Architect
- **City of Hampton Hwy 20 Master Plan and Gateway**, Urban Planner
- **Cobb County Ebenezer Downs Park**, Urban Planner
- **Tara Boulevard Livable Centers Initiative (LCI)**, Urban Planner
- **City of Winder Comprehensive Plan and Zoning**, Urban Planner
- **City of Fairburn On-Call Contract for Landscape Architecture Services**, Urban Planner
- **Village Green Park**, Urban Planner and Landscape Architect



LICENSES - ANDREW KOHR, PLA, ASLA

Professional Landscape Architect (PLA) GA #001614



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Andrew Duncan Kohr

Address:

Atlanta GA 30316

Primary Source License Information

Lic #:	LA001614	Profession:	Landscape Architects	Type:	Landscape Architect
Secondary:		Method:	Examination	Status:	Active
Issued:	7/27/2010	Expires:	12/31/2026	Last Renewal Date:	1/11/2025

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: March 25, 2025 9:23:7



LILIAN AL HADDAD, AICP, LEED AP ND | URBAN DEVELOPMENT PLANNING



Lillian is a place-maker with over 15 years of professional working experience in the fields of Urban Planning, Urban Design, and Architecture. She has acquired a LEED AP certification in Neighborhood Development with an active research agenda on sustainable planning and smart cities. Lillian is experienced in project leadership including master planning, urban design, place making, client liaison, and stakeholder/project management. She has proven expertise in a variety of projects on regional and local sales, including design of industrial projects and new communities, residential and mixed-use developments; and sustainable urbanism

Education

- Master, Urban Design, American Institute of Beirut, Lebanon
- BArch, Architecture, American Institute of Beirut, Lebanon

Registration and Certifications

- AICP Certified Planner
- LEED AP ND #10799458

Years of Experience
15 Years

Monthly Availability
30%

RELEVANT EXPERIENCE

- **City of Tucker Lawrenceville Highway**, Urban Designer and Planner
- **Presidential Parkway Embury Hills Arts**, Urban Designer and Planner
- **DeKalb County Stone Mountain Trail Master Plan**, Urban Designer and Planner
- **Winder Comprehensive Plan and Zoning**, Urban Designer and Planner
- **One Justice Square Parking Lot**, Urban Designer and Planner
- **Fairburn On-Call Contract for Landscape Architecture Services**, Urban Designer and Planner
- **City of Peachtree Corners City Hall Facade Improvements**, Urban Designer and Planner
- **PATH - Stone Mountain Connecting Parks**, Urban Designer and Planner
- **Effingham County Visioning & Concept Design**, Urban Designer and Planner
- **ECCOG - Housing Analysis**, Urban Designer and Planner
- **Cumberland CID Creative Placemaking Study**, Urban Designer and Planner
- **Town of Dayton Downtown Master Plan**, Urban Designer and Planner
- **Tara Boulevard Livable Centers Initiative (LCI)**, Urban Designer and Planner
- **Norcross BuHi Implementation Strategy**, Urban Designer and Planner
- **Eunomia Aquaponics Farm**, Urban Designer and Planner
- **Blueprint 2.0**, Urban Designer and Planner

LICENSES - LILIAN AL HADDAD, AICP, LEED AP ND

LEED AP ND #10799458



10799458-AP-ND

CREDENTIAL ID

01 JUL 2019

ISSUED

30 JUN 2025

VALID THROUGH

GREEN BUSINESS CERTIFICATION INC. CERTIFIES THAT

Lilian Al Haddad

HAS ATTAINED THE DESIGNATION OF

LEED AP[®] Neighborhood Development

by demonstrating the knowledge and understanding of green building practices and principles needed to support the use of the LEED[®] green building program.

A handwritten signature in black ink, reading 'Peter Templeton'.

PETER TEMPLETON
PRESIDENT & CEO
U.S. GREEN BUILDING COUNCIL & GREEN BUSINESS CERTIFICATION INC.



WADE CARROLL, AICP, RSP¹ | TRANSPORTATION PLANNING AND DESIGN



Wade has 28 years of experience and started his career in Florida. Since entering the private sector, he has led statewide, regional, and local planning efforts and gained a profound understanding of statewide policy and its influence on MPO operations. From a national perspective, Wade served as Project Manager on NCHRP 1002: Metropolitan Planning Organizations: Strategies for Future Success for MPO best practices. From a safety perspective, Wade is a Registered Safety Professional and currently a project advisor on all of Pond's SS4A efforts. His primary responsibilities are ensuring best practices in the planning process and developing work programs that reflect FHWA priorities to position his clients for SS4A Implementation Grants and other funding opportunities. His experience working with MPOs in developing MTPs, regional freight plans, MPO-funded special studies, identifying regional funding opportunities presented by the Bipartisan Infrastructure Law (BIL), and researching best practices make Wade a strong asset to any planning team.

Education

- MPA, Urban Planning & Management, University of South Florida
- BS, Geography, City & Regional Planning, Western Kentucky University

Registration and Certifications

- AICP Certified Planner GA #015749
- Registered Safety Professional (RSP¹)

Years of Experience

28 Years

Monthly Availability

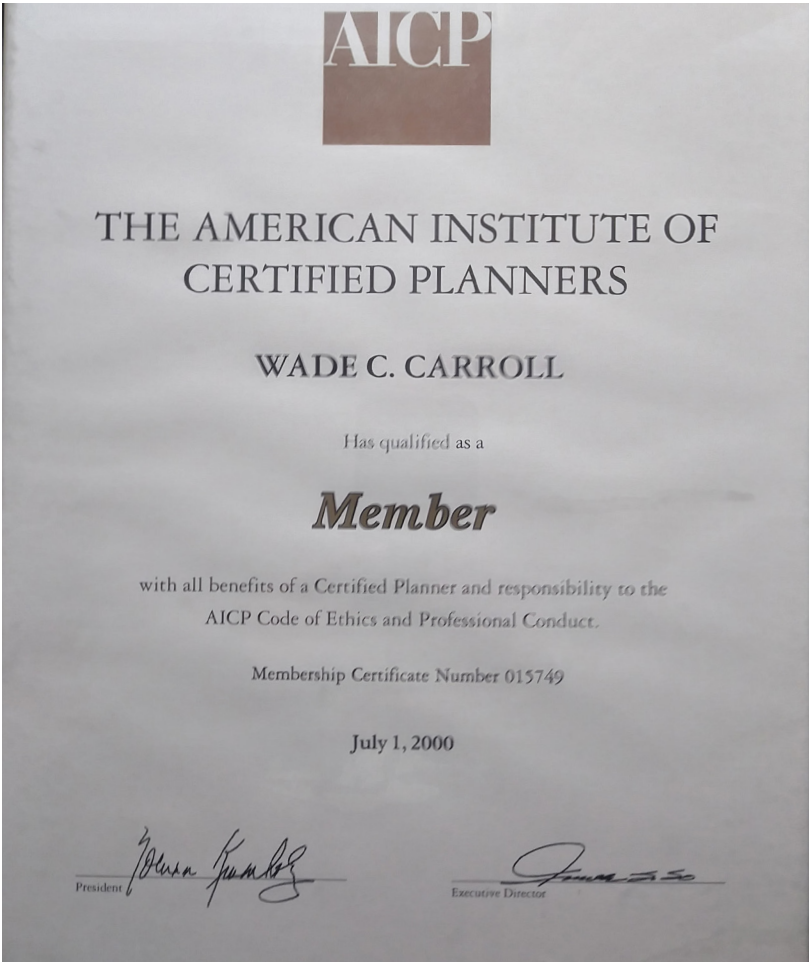
40%

RELEVANT EXPERIENCE

- Gwinnett County Comprehensive Transportation Plan, Transportation Engineer
- Lawrenceville Comprehensive Transportation Plan, Transportation Engineer
- Hinesville MPO MTP, Transportation Engineer
- Glynn County BATS Freight Study, Transportation Engineer
- Carroll County SS4A Action Plan, Transportation Engineer
- Effingham County Transportation Master Plan Updates, Transportation Engineer
- Chatham County SS4A Action Plan, Transportation Engineer
- Cherokee County SS4A Action Plan, Transportation Engineer
- Columbus-Phenix City MPO MTP Update, Transportation Engineer
- Cumberland CID Creative Placemaking Study, Transportation Engineer
- Fayette County SS4A Action Plan, Transportation Engineer
- Port Wentworth Comprehensive Plan, Transportation Engineer
- Cedartown SS4A Action Plan, Transportation Engineer
- City of Tucker Transportation & Trails Master Plan, Transportation Engineer

LICENSES - WADE CARROLL, AICP, RSP¹

AICP Certified Planner GA #015749



Registered Safety Professional (RSP1)



CHRISTIAN MORALES, PE | TRANSPORTATION PLANNING AND DESIGN



Christian is a Transportation Engineer with nearly a decade of experience in transportation engineering, focusing on projects throughout Florida. As a Transportation Engineer, Christian has contributed to a wide array of design efforts, including sidewalk improvements, resurfacing, restoration and rehabilitation (RRR), and capacity projects. At Pond & Company, he leverages deep knowledge of FDOT design criteria and Digital Delivery standards to support a wide range of transportation initiatives. With a civil engineering degree from the University of North Florida and strong technical expertise in MicroStation and Geopak, Christian consistently produces high-quality design solutions that enhance mobility, safety, and community connectivity

Education

- BS, Civil Engineering, University of North Florida

Registration and Certifications

- Professional Engineer (PE) FL #91865
- Temporary Traffic Control (Maintenance of Traffic) FDOT

Years of Experience

9 Years

Monthly Availability

30%

RELEVANT EXPERIENCE

- SR 13 at New Rose Creek Bridge, Transportation Engineer
- FDOT D3 SR 13 RRR, Transportation Engineer
- FDOT I-95 Widening, Transportation Engineer
- FDOT D2 I-10 at Piddlin Creek, Transportation Engineer
- West Tampa CRA Parking Study, Transportation Engineer
- City of Jacksonville Emerald Trail, Transportation Engineer
- San Pablo Road Widening Design, Transportation Engineer
- FDOT D2 CR-18 Hampton Trail, Transportation Engineer
- Dennis Road Widening and Improvements, Transportation Engineer
- DR Horton Ayrshire Bridge, Transportation Engineer
- City of Milton Greenway Connector, Transportation Engineer
- Webb Bridge Road Big Creek, Transportation Engineer
- FDOT D2 P2LB Trail, Transportation Engineer
- JTA 9th Street Complete Street, Transportation Engineer
- JTA University and Merrill - Turbo Roundabout Design, Transportation Engineer
- FDOT D3 SR 292, Transportation Engineer
- FDOT D2 SR 5 Sidewalks, Transportation Engineer
- FDOT D3 SR 289 Carpenter's Creek, Transportation Engineer
- GDOT SR 6 Truck Friendly Lanes, Transportation Engineer
- Atlanta Airport Community Improvement District Welcome All Road, Transportation Engineer
- DeKalb County Rowland Road Survey, Transportation Engineer



LICENSES - CHRISTIAN MORALES, PE

Professional Engineer (PE) FL #91865

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION



Department of Business
& Professional Regulation

[HOME](#) [CONTACT US](#) [MY ACCOUNT](#)

ONLINE SERVICES
[Apply for a License](#)
[Verify a Licensee](#)
[View Food & Lodging Inspections](#)
[File a Complaint](#)
[Continuing Education Course Search](#)
[View Application Status](#)
[Find Exam Information](#)
[Unlicensed Activity Search](#)
[AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

9:25:26 AM 1/9/2025

Licensee Information

Name:	MORALES, CHRISTIAN SCOTT (Primary Name)
Main Address:	7502 PONCE CT JACKSONVILLE Florida 32217
County:	DUVAL

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	91865
Status:	Current,Active
Licensure Date:	07/12/2021
Expires:	02/28/2025

Special Qualifications

Civil	07/12/2021
-------	------------

Alternate Names

--

[View Related License Information](#)
[View License Complaint](#)

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. Copyright ©2023 Department of Business and Professional Regulation - State of Florida. [Privacy Statement](#)

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.

JOE STITT, PE, LEED AP | ELECTRICAL ENGINEER



Joe Stitt is a highly experienced electrical engineer with over 21 years of expertise. His work spans concept generation, design, specifications, technical quality control, and construction administration for a wide range of facilities, including aircraft hangars, SCIFs, munitions storage, vehicle maintenance, dormitories, training, dining, and medical facilities. Joe specializes in code compliance, field surveys, system design, cost estimating, inspection, and commissioning. His technical capabilities cover lighting, grounding, emergency power, substations, and low-voltage systems such as fire alarm, access control, intrusion detection, CCTV, and telecommunications. He is also trained in Revit, AutoCAD, VR walk-through technology, and holds a certification in the BICSI ITS Design Fundamentals Program. Joe brings a deep commitment to quality and mission-driven design across every project.

Education

- BS, Aerospace Engineering, Georgia Institute of Technology

Registration and Certifications

- Professional Engineer (PE) FL #79633

Years of Experience

21 Years

Monthly Availability

30%

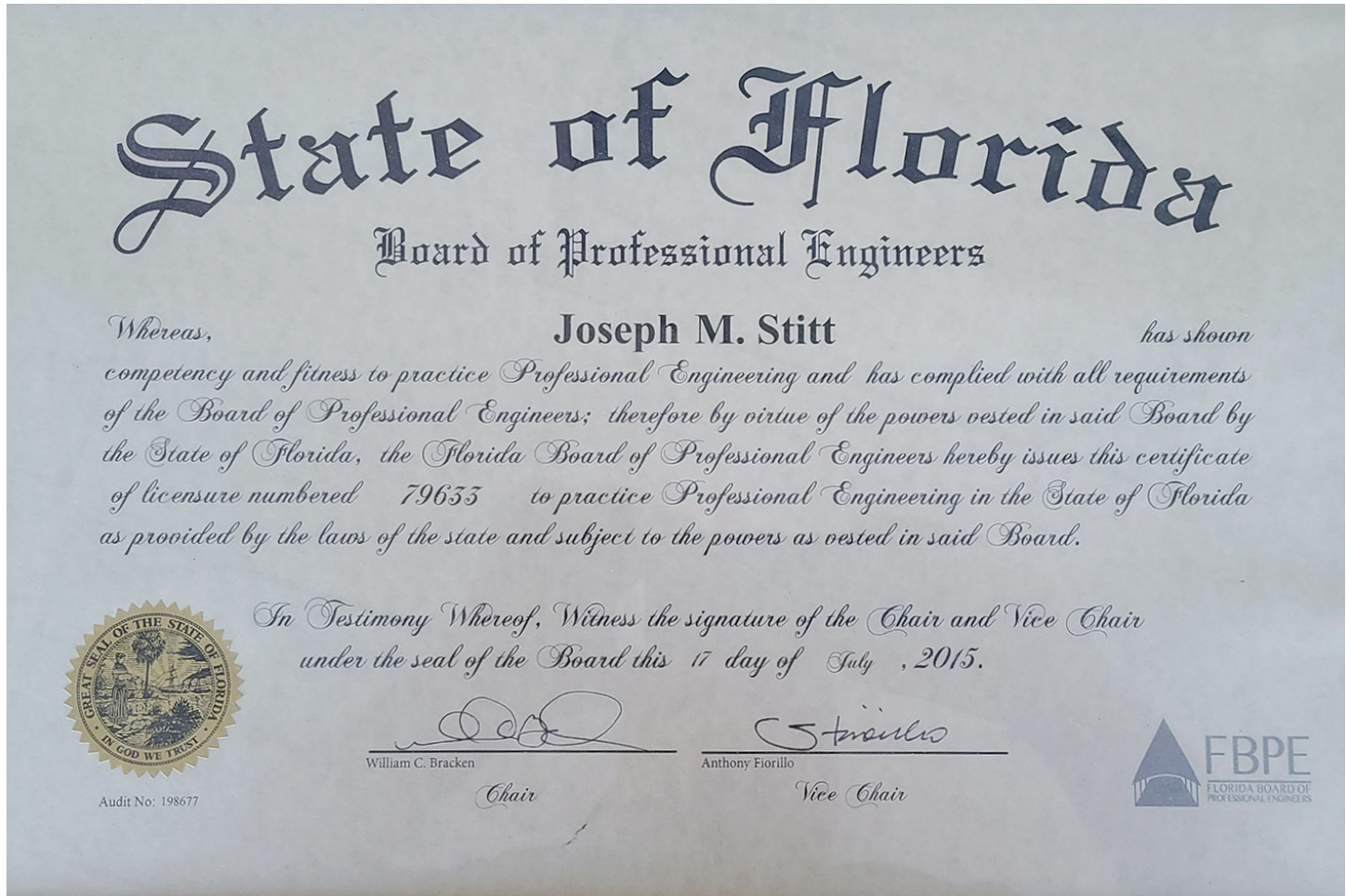
RELEVANT EXPERIENCE

- Jacksonville Aviation Authority - Boeing Maintenance, Repair & Overhaul Hangar, Electrical Engineer
- GA Department of Natural Resources On-Demand Services, Electrical Engineer
- LTC Hall Civil/Landscape, Electrical Engineer
- Jacksonville Transit Authority - Jacksonville Regional Transit Center, Electrical Engineer
- JTA University and Merrill Road - Turbo Roundabout, Electrical Engineer
- City of Alpharetta - Morris Road, Electrical Engineer
- City of Jacksonville Lonnie Miller Park, Electrical Engineer
- GSU Kell Hall Library Plaza, Electrical Engineer
- Atlanta Beltline Enota Park, Electrical Engineer
- JTA San Pablo Road Widening, Electrical Engineer
- JRTC Relocation Planning, Electrical Engineer
- New Smyrna Beach Western Utility Complex, Electrical Engineer
- City of Duluth - Downtown Parcels, Electrical Engineer
- Gwinnett County Peachtree Ridge Park Fields, Electrical Engineer
- FDOT Webb Bridge Road Big Creek, Electrical Engineer
- BDIC Wieuca Roundabout, Electrical Engineer
- Lenox Road, Electrical Engineer
- City of Duluth - Davenport Road Extension, Electrical Engineer
- FDOT Lake City Bldg Assessments, Electrical Engineer
- SAV Air Cargo Facility, Electrical Engineer
- City of Milton - Providence Park Improvements, Electrical Engineer
- FLARNG Panama City Readiness Center, Electrical Engineer
- Dennis Road Widening and Improvements, Electrical Engineer
- FDOT Lake City Operations Survey Bldg, Electrical Engineer
- Nassau County Fire Station No. 20 Addition, Electrical Engineer



LICENSES - JOE STITT, PE, LEED AP

Professional Engineer (PE) FL #79633



THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION



Florida
Department of Business
& Professional Regulation

HOME CONTACT US MY ACCOUNT

4:55:33 PM 4/11/2025

ONLINE SERVICES

- [Apply for a License](#)
- [Verify a Licensee](#)
- [View Food & Lodging Inspections](#)
- [File a Complaint](#)
- [Continuing Education Course Search](#)
- [View Application Status](#)
- [Find Exam Information](#)
- [Unlicensed Activity Search](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

Licensee Information

Name:	STITT, JOSEPH M. (Primary Name)
Main Address:	3510 FOREST PEAK COURT MARIETTA Georgia 30066
County:	OUT OF STATE

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	79633
Status:	Current,Active
Licensure Date:	07/17/2015
Expires:	02/28/2027

Special Qualifications

Qualification	Qualification Effective
Architectural	07/17/2015
7th Edition, Florida Building Code	02/26/2021
8th Edition, Florida Building Code	12/21/2023

Alternate Names

--



ENGINEERING AND CONSULTING SERVICES
RFQ City of ST PETE BEACH

PEDRAM RAHBAR, PE | BRIDGE DESIGN



Pedram is experienced in the management and design of transportation infrastructure projects. He is an NHI Certified Bridge Inspector and also has extensive experience in providing construction engineering services for bridge and roadway projects. Pedram's construction engineering experience gives him insight into viewing projects from a contractor's perspective and ensures designs are developed with constructibility in mind. Pedram has the knowledge and skills to efficiently and successfully manage all types of projects from Notice to Proceed through Construction. Pedram is an experienced and capable communicator, managing staff and sub-consultants toward scope, schedule, and budget commitments and maintaining strong communication with clients through verbal and written reporting. He has ensured that the technical, environmental compliance, and budgetary aspects of his projects are addressed within the requirements of the agreed scope, schedule, and budget.

Education

- MS, Civil Engineering, University of Tennessee
- BS, Civil Engineering Technology, Southern Polytechnic State University

Registration and Certifications

- Professional Engineer (PE) FL #80794

Years of Experience

17 Years

Monthly Availability

20%

RELEVANT EXPERIENCE

- Peachtree City Tunnel Assessments, Civil Engineer
- Cobb County Bells Ferry Bridge Design, Civil Engineer
- Cape Fear River Trail Extension, Civil Engineer
- Peachtree City SR Pedestrian Bridge Inspections, Civil Engineer
- SR 13 at New Rose Creek, Civil Engineer
- BCID Wieuca Road Sidepath, Civil Engineer
- SR 13 at New Rose Creek Bridge, Civil Engineer
- Paulding Bridge Maintenance Assessments, Civil Engineer
- Albemarle Rock Creek Park Bridge Assessments, Civil Engineer
- I-75 at SR 376 Concept, Civil Engineer
- Alpharetta 2024 Bridge Maintenance, Civil Engineer
- Cherokee County Holly Springs Parkway, Civil Engineer
- Sand Springs Bridge Assessments, Civil Engineer
- GCDOT Norcross to Lilburn Trail, Civil Engineer
- Cobb County Factory Shoals Pedestrian Crossing, Civil Engineer
- Custer Avenue Relief Project, Civil Engineer
- Johns Creek Bridge Assessments, Civil Engineer
- Bridge and Structural On-Call Contract to Arcadis, Civil Engineer
- Massana - CR129 over I-95, Civil Engineer
- Atlanta Airport Community Improvement District Welcome All Road, Civil Engineer
- Conyers Pedestrian Bridge Inspections, Civil Engineer
- UGA Campus Connectivity Study, Civil Engineer
- City of Milton Westbrook Road over Chicken Creek, Civil Engineer
- City of Acworth Bridge Maintenance Plan, Civil Engineer
- Palatka Retaining Wall Evaluation, Civil Engineer
- City of Duluth Pine Needle Bridge Inspection, Civil Engineer
- City of Milton Bridge Maintenance Plan, Civil Engineer



LICENSES - PEDRAM RAHBAR, PE

Professional Engineer (PE) FL #80794



Ron DeSantis, Governor



Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

RAHBAR, PEDRAM A.
1812 YORKSHIRE DRIVE
WOODSTOCK GA 30189

LICENSE NUMBER: PE80794
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com



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.



Jose Murguido

AIA, ALEP, NCARB

PRINCIPAL-IN-CHARGE



Jose brings over 43 years of experience and leads the firm's Institutional, Governmental, and Educational Studios. He has worked extensively with both public and private clients on a wide range of projects, including municipal buildings, civic centers, educational facilities, and parking garages. Having overseen the design of more than 500 facilities, Jose combines innovative design programming with advanced building technologies to meet stakeholder objectives. His deep expertise in institutional project requirements ensures timely delivery, clear communication, and strict adherence to standards. A strong advocate for sustainable design, Jose believes high-performance buildings enhance operations while positively impacting the client's bottom line.

RELEVANT EXPERIENCE

43 Years
Experience

43 Years
with Zyscovich

EDUCATION

MBA with a Specialization in
Real Estate Development, Florida
International University

Bachelor of Architecture, Pratt
Institute

REGISTRATIONS

Registered Architect:

Florida #AR0010670

New York #030952-1

New Jersey #21A101707800

Pennsylvania #RA403513

South Carolina #7163

North Carolina #11530

Certified Educational Facility Planner

Recognized Educational Facility
Professional

NCARB & UBCI Certification

AVAILABILITY

30%

City of Miami / CRA Continuing Services Contract *Miami, FL*

- Principal-in-Charge; Some of the projects done for the City of Miami Beach under these contracts included; Washington Avenue Study Vision & Master Plan, Washington Avenue Study Evaluation of Code and Massing, Historic Restoration of Miami Beach City Hall, North Beach Neighborhood Greenways, Normandy Isles Streetscape Improvements, Washington & 16th MBDC Facade Improvements, Miami Beach Police Forensic Lab.

Hernando County Schools Continuing Services Contract *Hernando County, FL*

- Principal-in-Charge; providing architectural services district-wide; Projects include the Winding Waters K-8 Kitchen Remodel & Improvements, and Winding Waters K-8 New Classroom Addition.

Midtown Academy Remodel & Renovation North Port *St. Petersburg, FL*

- Principal-in-Charge of phased remodeling-renovation of the existing historic academy to house 516 student stations.

Polk County Public Schools Continuing Services *Polk County, FL*

- Principal-in-Charge, providing architectural and engineering services district-wide.

Pasco County New K-8 land O'Lakes Land O'Lakes, FL

- Principal-in-Charge overseeing the design and development of a state-of-the-art K-8 school on a 22-acre site within a large residential community. Currently under construction, the school is based on a three-story K-8 prototype.

Collier County Public Schools Design Services Contract *Collier County, FL*

- Principal-in-Charge for Architectural services at over nine, K-12 schools.

Seminole County Schools Continuing Services Contract *Seminole County, FL*

- Principal-in-Charge for various projects for Seminole County Schools including the Idyllwilde Elementary School renovation and expansion project.

Hillsborough County Public Schools Continuing Services Contract

Hillsborough County, FL

- Principal-in-Charge on various kitchen renovation projects which includes architectural services ranging from design, site analysis, cost analysis, and design review meetings for 10 schools.





28 Years
Experience

16 Years
with Firm

EDUCATION

Software Engineering and development for the Business Environment, Massachusetts Institute of Technology

Master's in Business Administration, University of Miami

Master's in Architecture, Florida International University

Bachelor's in Architecture, Florida International University

REGISTRATIONS

Registered Architect, FL #AR-93256

LEED for Building Design + Construction Accredited Professional

AFFILIATIONS

Member of American Builder's Association

LPCI Accreditation: Leadership and Management in the Precast Institute

IESNA Certified:

Illumination Engineering Society of North America, AutoDesk Certified User and Instructor (Revit, AutoCAD and NavisWorks)

AVAILABILITY

30%

Alexander Perez

CGC, LEED AP BD+C, LPCI, IESNA



PROJECT DIRECTOR

Serving as Project Director for this initiative, Alexander "Alex" brings 28 years of architectural and construction experience across a wide range of sectors, including municipal, education, transportation, healthcare, and private development. As Regional Director, Alex is recognized for his deep understanding of local regulations, strong communication skills, and commitment to delivering innovative, cost-effective solutions to complex project challenges. His background in construction and fabrication enables him to develop efficient systems that support environmentally responsible design and budget-conscious decision-making. In addition to leading this project, Alex serves as the firm's Regional Director, bringing strategic oversight and proven leadership to ensure its successful delivery.

RELEVANT EXPERIENCE

Tampa West River District Master Plan and Update *Tampa, FL*

- Project Architect for updates aimed at addressing the longstanding economic and social barriers hindering the resurgence of West Tampa—one of the city's oldest neighborhoods, located along the banks of the Hillsborough River and within walking or biking distance of Downtown. The project focuses on enhancing the neighborhood's ability to support both existing and new residents, as well as future investments.

Tampa West River T-4 Development *Tampa FL*

- Project Architect for the addition of a double-height, two-story food court area with a glass wall overlooking the University's marquee natural preserve and cypress dome located at the center of campus. The firm is also exploring the feasibility and cost implications of adding 9,000 SF of office space on the 3rd floor.

City of Miami / CRA Continuing Services Contract *Miami, FL*

- Project Architect; Some of the projects done for the City of Miami Beach under these contracts included; Washington Avenue Study Vision & Master Plan, Washington Avenue Study Evaluation of Code and Massing, Historic Restoration of Miami Beach City Hall, North Beach Neighborhood Greenways, Normandy Isles Streetscape Improvements, Washington & 16th MBDC Facade Improvements, Miami Beach Police Forensic Lab.

Midtown Academy Remodel & Renovation *St. Petersburg, FL*

- Project Director of phased remodeling-renovation of the existing historic academy to house 516 student stations.

Miami-Dade County Architectural Services (EDP) Contract *Miami, FL*

- Project Architect for the A/E design services contract which included Planning, Programming, Studies and Analyses, LEED Design, Interior Design, Construction Administration and Design Criteria for various projects including Jose Marti Park Gymnasium and Caribbean Marketplace Renovations.

Hernando County Schools Continuing Services Contract *Hernando County, FL*

- Project Director; providing architectural services district-wide; Projects include the Winding Waters K-8 Kitchen Remodel & Improvements, and Winding Waters K-8 New Classroom Addition. Miami-Dade County Architectural Services (EDP) Contract *Miami, FL*

Hillsborough County Public Schools Continuing Services Contract *Hillsborough County, FL*

- Project Director; Zyscovich has continuing services contract for architectural and construction management services with Hillsborough County Public Schools for various projects including Bryant Elementary School and Hillsborough Schools Kitchen Remodel, all under \$4 million in total construction cost. *Dali Museum - Expansion, St. Petersburg, FL*





32 Years
Experience
>1 Years
with Firm

EDUCATION

Bachelor of Architecture, University of Toronto

REGISTRATIONS

Registered Architect, FL: #AR-93256

LEED Accredited Professional

AFFILIATIONS

Registered Architect:

Florida #AR-93256

AVAILABILITY

30%

Arif Abdulla

AIA, LEED AP BD + C, CSI
PROJECT ARCHITECT



Throughout Arif's career as an architect, he has developed concepts, produced technically solid documentation, and overseen high-level design projects from inception through construction and closeout. Arif's active involvement has included successful business development within K-12 districts and charter markets, project resource allocation and profitability, and project scheduling, all while leading multidisciplinary teams across various project types. Arif's work focuses on community infrastructure, cultural facilities, and public safety facilities, with a proven track record of delivering innovative and award-winning projects on time, achieving a high degree of owner satisfaction.

RELEVANT EXPERIENCE

City of Venice - Gulf Coast Community Center *Venice, FL**

- Architect. This project involved a contemporary fit-up for a non-profit enterprise group within an existing building, with a total budget of \$6 million. The project will be awarded through a hard bid process.

Sarasota County Parks and Recreation Caspersen Beach Restrooms *Venice, FL**

- This project involved the construction of elevated restrooms in a V Zone, strategically placed to minimize environmental impact, with a budget of \$5 million. The restrooms will be built using cast-in-place concrete and aluminum materials.

Sarasota County Parks and Recreation Play Ball Pavilion *Sarasota, FL**

- Architect. This project involves the construction of a new 4,000-square-foot facility on an existing site, with a budget of \$2.8 million. The building will feature CMU walls, an exposed roofing structure, and folded roof/wall panels, along with polished concrete slabs. The project will be awarded through a hard bid process.

Selby Public Library - Teen Center and Reading Room Improvements *Sarasota, FL**

This project involved a 9,000-square-foot internal department fit-up for the Selby Public Library, with a budget of \$1.5 million. It was awarded through a hard bid process.

Dali Museum Expansion

*St. Petersburg, FL**

- Architect. This project was designed to achieve a minimum LEED Gold certification and hosted multimedia 21st-century galleries, sculpture galleries, and a rooftop restaurant. The design was advanced to a conceptual level for Board review and approval. It was located in a flood zone and complied with FAA regulations and envelope requirements. The project was delivered using a Construction Management (CM) based approach.

Center For Asian Art - John and Mable Ringling *Sarasota, FL**

- This project received the Honor Award from AIA New England in 2017. Located in Sarasota, FL, The 18,000-square-foot facility included new galleries and a meeting center. The design utilized the original loggia gallery as the main entrance extension from the primary museum. A terra cotta interlocking jade green tile screen wall was incorporated, designed to strict building vapor intrusion resistance standards. The project cost was confidential.

Sarasota County Station 3 *Lido Key, FL*

- Architect. The project consisted of a new 9,300-square-foot building on a constrained site. It featured a fire pole, a historical bell tower, and a vernacular architectural design. Custom wind-tested mahogany bay doors were installed to ensure compliance with local wind regulations. Located in a flood zone, the project required specific design considerations. It was delivered through a hard-bid procurement method.

**Work completed with a previous firm*





Rafael Concepcion LEED AP

SENIOR PROJECT MANAGER



Rafael brings over 20 years of experience as a highly skilled project manager with a deep passion for architecture and design. Renowned for his creativity, resourcefulness, and innovative approach, he effectively communicates ideas through a wide range of architectural tools—from technical documentation for permitting and construction to sketching, modeling, graphic presentations, 3D renderings, and layouts. Rafael has a proven track record in managing and coordinating CAD/BIM workflows, with technical expertise in key platforms such as Revit and AutoCAD. His core competencies include life safety code review and planning, 3D modeling and visualization, MEP coordination, LEED compliance research, and cost estimating for implementation.

RELEVANT EXPERIENCE

20 Years
Experience

4 Years
with Firm

EDUCATION

Master in Architecture, Florida
International University,

Bachelor's in Architecture, Florida
International University

REGISTRATIONS

Autodesk Certified Professional Revit

AVAILABILITY

100%

Hernando County Schools Continuing Services Contract *Hernando County, FL*

- Project Manager; providing architectural services district-wide; Projects include the Winding Waters K-8 Kitchen Remodel & Improvements, and Winding Waters K-8 New Classroom Addition.

Midtown Academy Remodel & Renovation North Port *St. Petersburg, FL*

- Project Coordinator of phased remodeling-renovation of the existing historic academy to house 516 student stations.

Collier County Public Schools Design Services Contract *Collier County, FL*

- Project Manager for Architectural services at over nine, K-12 schools.

Polk County Public Schools Continuing Services Contract *Polk County, FL*

- Project Coordinator providing architectural and engineering services district-wide.

Bella Citta Elementary School *Davenport, FL*

- Project Coordinator for a multi-story prototype design that is energy-efficient and expandable; serving as a municipal epicenter, with after-school activities and performances, for a new and fast-growing community.

Seminole County Schools Continuing Services Contract *Seminole County, FL*

- Project Coordinator for various projects for Seminole County Schools including the Idyllwilde Elementary School renovation and expansion project.

Hillsborough County Public Schools Continuing Services Contract *Hillsborough County, FL*

- Project Coordinator on various kitchen renovation projects which includes architectural services ranging from design, site analysis, cost analysis, and design review meetings for 10 schools.

Buffalo Creek Middle School *Palmetto, FL*

- Project Manager for new and enlarged media center, a new 8-10 classroom wing and renovation of the existing media center.

Garner Elementary School *Winter Heaven, FL*

- Project Coordinator for design of a new two-story, state-of-the art 21st century elementary school, the reuse of two existing classroom buildings, and the reuse of existing Media Center and additional entrances. The new facility will house all the classrooms, dining / multi-purpose, kitchen, support spaces, art and music.



Martha Garrido

INTERIOR DESIGNER

Martha is responsible for strategic planning, relocation analyses, feasibility studies, programming and space needs assessments, feasibility analyses, test fits, space planning, blocking and stacking, conceptual designs, construction documentation, furniture and equipment selection, and the specification of materials and finishes. Her project experience includes the design of more than 30 educational facilities, as well as commercial, corporate office, health-care, and hospitality facilities. She has managed various phases of projects from planning and programming through construction administration. Martha has a deep commitment to design that minimizes a building's environmental impact.



19 Years
Experience

10 Years
with Firm

EDUCATION

Master of Architecture, University of Puerto Rico

Bachelor of Architecture, University of Oriente, Cuba

AVAILABILITY

30%

RELEVANT EXPERIENCE

Midtown Academy Remodel & Renovation *St. Petersburg, FL*

- Interior Designer of phased remodeling-renovation of the existing historic academy to house 516 student stations.

Hernando County Schools Continuing Services Contract *Hernando County, FL*

- Interior Designer providing architectural services district-wide; Projects include the Winding Waters K-8 Kitchen Remodel & Improvements, and Winding Waters K-8 New Classroom Addition. Miami-Dade County Architectural Services (EDP) Contract *Miami, FL*

Hillsborough County Public Schools Continuing Services Contract *Hillsborough County, FL*

- Interior Designer Zyscovich has continuing services contract for architectural and construction management services with Hillsborough County Public Schools for various projects including Bryant Elementary School and Hillsborough Schools Kitchen Remodel, all under \$4 million in total construction cost. *Dali Museum - Expansion, St. Petersburg, FL*

Bella Citta Elementary School

Davenport, FL

- Interior Designer for a multi-story prototype design that is energy-efficient and expandable; serving as a municipal epicenter, with after-school activities and performances, for a new and fast-growing community.

Polk County Public Schools Continuing Services *Polk County, FL*

- Interior Designer providing architectural and engineering services district-wide,

Buffalo Creek Middle School *Palmetto, FL*

- Interior Designer for new and enlarged media center, a new 8-10 classroom wing and renovation of the existing media center.

Alonso High School Continuing Services Contract *Tampa, FL*

- Interior design scope for Alonso High School includes the development of functional interior layouts for a new air-conditioned vestibule at the gymnasium entrance and a field house/locker room facility housing JROTC classrooms, football locker rooms, a wrestling practice room, storage areas, and MEP spaces. The project also supports upgrades associated with the installation of artificial turf and site drainage improvements near the baseball and softball fields.

Grace Perdomo

Associate AIA
DIRECTOR OF CIVIC PRACTICE / PLANNER

Grace is the Civic Sector Leader at Zyscovich. Recognized across the industry for her extensive experience in the fields of urban design, planning and architecture, Grace's holistic approach to every project focuses on the integration of programming, master planning, design, development strategies, policy, management, feasibility analysis as well as stakeholder engagement and buy-in to generate the most successful solutions and outcomes. With over 32 years of experience in architecture and city-building, Grace works seamlessly across public agencies, private sector clients, and non-profit organizations on a broad range of project types at multiple scales including blending residential, office, institutional, retail, open space and commercial uses into a larger master planning vision for implementation.



32 Years
Experience

10 Years
with Firm

EDUCATION

Master of Architecture in Urban Design, University of Miami

Bachelor of Architecture, Universidad Nacional Pedro Henriquez Urena, Santo Domingo, Dominican Republic

Associate in Arts, Miami Dade Community College

AFFILIATIONS

Member of the American Planning Association (APA)

Associate Member of the American Institute of Architects (AIA)

Member of Congress for New Urbanism

Member of Urban Land Institute (ULI) Board Member, The Friends of The Underline and The Underline Conservancy Board

Board Member, Transit Alliance Miami

FIU Landscape Architecture Advisory Board and Adjunct Professor

Adjunct Professor, University of Miami's Urban Design and Architecture Studios

AVAILABILITY

30%

RELEVANT EXPERIENCE

Tampa West River District Master Plan and Update *Tampa, FL*

- Planner for the updates to address existing economic and social barriers that have stood in the way of the resurgence of West Tampa, one of the oldest neighborhoods in the City of Tampa located along the banks of the Hillsborough River and a short walk / bike trip to Downtown, and its ability to support existing and new residents and investments.

Tampa West River T-4 Development *Tampa FL*

- Planner for the addition of a double-height, two-story food court area with a glass wall overlooking the University's marquee natural preserve and cypress dome located at the center of campus. The firm is also exploring the feasibility and cost implications of adding 9,000 SF of office space on the 3rd floor.

Miami-Dade County Strategic Miami Area Rapid Transit (SMART) Plan Land Use Planning & Visioning *Miami, FL*

- Assisted the Miami-Dade Transportation Planning Organization (TPO) in examining this interrelationship to complement the Strategic Miami Area Rapid Transit (SMART) Plan, which is intended to help achieve community goals through the integration of transportation land use planning, urban design and development of strategies and scenarios for redevelopment through the creation of centers and systems designed to support land uses within a 1/2-one-mile buffer from each corridor.

Miami-Dade County Architectural Services (EDP) Contract *Miami, FL*

- Planner for the A/E design services contract which included Planning, Programming, Studies and Analyses, LEED Design, Interior Design, Construction Administration and Design Criteria for various projects including Jose Marti Park Gymnasium and Caribbean Marketplace Renovations.

City of Miami / CRA Continuing Services Contract *Miami, FL*

- Planner for the A/E design services contract which includes Planning, Programming, Studies and Analyses, LEED Design, Interior Design, Construction Administration and Design Criteria for various projects including Jose Marti Park Gymnasium and Caribbean Marketplace Renovations.

City of Fort Pierce & Port Lucie TPO Master Planning and Station Area/TOD Design or Brightline Station *Fort Pierce, FL*

- Provided master planning and conceptual architectural design services for the City of Fort Pierce and the St. Lucie Transportation Planning Organization (TPO) to develop a Master TOD Action Plan for a commuter rail station in Downtown Fort Pierce. This involved analyzing existing conditions to identify redevelopment potential, multi-modal transportation options, and urban design improvements, ultimately resulting in a comprehensive TOD and Station Area Plan that addressed siting, massing, parking, and project phasing.



Julius D. Davis, PE, LEED® AP

President & CEO

As President and CEO of VoltAir, Julius serves in an Executive Oversight role with the responsibility of maintaining streamlined communication channels between the firm and the client. He leads the Directors, senior engineers and project managers from all disciplines (MEP/FP/T), providing insight into key design decisions, and ensuring projects are staffed adequately to serve our client's needs. Overall, he confirms that the designs meet the highest possible standards of quality, efficiency and performance, and that the goals of the project (including client expectations) are met.

YEARS OF EXPERIENCE

VoltAir experience: 19 years

Total experience: 30 years

EDUCATION

Bachelor of Science,
Electrical Engineering 1993,
University of South Florida

Master of Business Administration 2014,
University of South Florida

REGISTRATIONS

Registered Professional Engineer
Florida #58005
Georgia #034069
Tennessee #113468
Texas #102926
LEED® Accredited Professional

PROFESSIONAL AFFILIATIONS

U.S. Green Building Council
University of South Florida College of
Engineering Advisory Board, Chair
CEO Council of Tampa Bay Florida
Advisory Council
Greater Tampa Chamber Board
Tampa/ Hillsborough Economic
Development Corporation
Florida Transportation Commission,
Commissioner since 2018

LOCATION: Tampa Office (HQ)

Featured Projects

- **City of St. Petersburg, Capital Improvement Projects - St. Petersburg, FL**
Implemented the City's Capital Improvement Program and/or major maintenance of City facilities for projects less than \$2 million under contract valid until 2021. VoltAir provided a range of engineering services that also included targeted applications of solar and other energy systems along with energy efficiency services. Sample of projects:
 - **Fire Station #13, HVAC System Replacement** - Replaced existing 25-year-old split DX HVAC system, with VAV boxes, with a variable refrigerant flow (VRF) system. Project scope included replacing exhaust fans located in the living area, office areas and administrative areas; and updating existing lighting in these areas with LED lighting. / 4,000-SF / \$475,000
 - **Campbell Park Center, E. H. McLin Pool Upgrades** - New mechanical equipment yard containing six new heat pumps along with new piping and valve assemblies that are tied into the existing pool facility – which previously used a single portable point-of-use type pool boiler located on the existing public pool apron to heat the 273,500-gallon pool water during winter swimming events. The project goal was to provide design solutions for a permanent means to maintain the pool water temperature between 77°F to 82°F during winter swimming events. The project scope included design, permitting and closeout.
 - **Sunshine Center, HVAC Upgrades** - Improved HVAC system at existing center to combat the building's issues with humidity and temperature control in various spaces, specifically the auditorium, the dining area and the second floor. The design goal was to provide solutions to improve the humidity and temperature control of the building while using the existing systems as much as possible. Project scope included a design phase, permitting and closeout phase.
 - **Sanitation Operations Building, HVAC Improvements** - Improvements to existing HVAC system included creating a zoned air conditioning system using the two existing AHUs, modifying the supply and return air ductwork, and providing more air return devices to serve the space. Also, a Variable Air Volume (VAV) system was designed for the office and break area, and a new air supply and exhaust system for the locker-rooms/restrooms. The electrical scope included removing the existing Open Delta pad mount transformer and upgrading the existing K-base meter enclosure to a CT cabinet and CT meter, as the existing service is a 500A main service and over 400 Amps.
 - **Water Resources Administration Campus, Lab Building** - Designed solution for generator supplying emergency power to the Lab Building to solve a generator exhaust entrainment issue that created strong smells and concerns of poor air quality.
- **City of Largo, Continuing Engineering Services - Largo, FL**
Provided Continuing Engineering Services on projects up to \$1 million from 2014 - 2019. (Agreement was renewed for an additional two year period, ending in 2019.) Sample project:
 - **Fire Stations #38 - 42, Grease Trap Removals** - Upgraded existing fire station grease waste system in multiple City fire stations to comply with current City of Largo's fats, oils and greases (FOG) ordinance.



Bryan Zemina, PE

Director of Mechanical Engineering - Operations

As a registered engineer, Bryan provides oversight for project-specific mechanical systems development and leads the creation of solutions based on engineering principles and innovative technologies. He also provides Project Management supervision, meeting with clients and coordinating project site activities on their behalf; and applies streamlined communication skills with external and internal (such as subconsultant) customers. Bryan resolves operational problems, conducts site inspections, and minimizes delays or unexpected costs. He also has worked on special systems such as geothermal heat pump, steam, thermal storage, district cooling, reverse osmosis/deionization (RO/DI), compressed air, vacuum, inert gas fire suppression and dry pipe fire suppression.

YEARS OF EXPERIENCE

VoltAir experience: 15 years

Total experience: 15 years

EDUCATION

Bachelor of Science,
Mechanical Engineering 2010,
Rose-Hulman Institute of Technology

REGISTRATIONS

Registered Professional Engineer
Florida #78588
Georgia #04750
Texas #122821
Tennessee #120089

PROFESSIONAL AFFILIATIONS

American Society of Plumbing Engineers
(ASPE)

American Society of Heating,
Refrigerating & Air-Conditioning
Engineers (ASHRAE)

Emerging Leaders of Tampa Bay

LOCATION: Tampa Office (HQ)

Featured Projects

- **City of St. Petersburg, Capital Improvement Projects - St. Petersburg, FL** Implemented the City's Capital Improvement Program and/or major maintenance of City facilities for projects less than \$2 million under contract valid until 2021. VoltAir provided a range of engineering services that also included targeted applications of solar and other energy systems along with energy efficiency services. Sample of projects:
 - **Fire Station #13, HVAC System Replacement** - Replaced existing 25-year-old split DX HVAC system, with VAV boxes, with a variable refrigerant flow (VRF) system. Project scope included replacing exhaust fans located in the living area, office areas and administrative areas; and updating existing lighting in these areas with LED lighting. / 4,000-SF / \$475,000
 - **Campbell Park Center, E. H. McLin Pool Upgrades** - New mechanical equipment yard containing six new heat pumps along with new piping and valve assemblies that are tied into the existing pool facility – which previously used a single portable point-of-use type pool boiler located on the existing public pool apron to heat the 273,500-gallon pool water during winter swimming events. The project goal was to provide design solutions for a permanent means to maintain the pool water temperature between 77°F to 82°F during winter swimming events. The project scope included design, permitting and closeout.
 - **Sunshine Center, HVAC Upgrades** - Improved HVAC system at existing center to combat the building's issues with humidity and temperature control in various spaces, specifically the auditorium, the dining area and the second floor. The design goal was to provide solutions to improve the humidity and temperature control of the building while using the existing systems as much as possible. Project scope included a design phase, permitting and closeout phase.
 - **Sanitation Operations Building, HVAC Improvements** - Improvements to existing HVAC system included creating a zoned air conditioning system using the two existing AHUs, modifying the supply and return air ductwork, and providing more air return devices to serve the space. Also, a Variable Air Volume (VAV) system was designed for the office and break area, and a new air supply and exhaust system for the locker-rooms/re-strooms. The electrical scope included removing the existing Open Delta pad mount transformer and upgrading the existing K-base meter enclosure to a CT cabinet and CT meter, as the existing service is a 500A main service and over 400 Amps.
 - **Water Resources Administration Campus, Lab Building** - Designed solution for generator supplying emergency power to the Lab Building to solve a generator exhaust entrainment issue that created strong smells and concerns of poor air quality.



YEARS OF EXPERIENCE

VoltAir experience: 12 years

Total experience: 22 years

EDUCATION

Bachelor of Science,

Mechanical Engineering 2004
University of Florida

REGISTRATIONS

Registered Professional Engineer
Florida #70842

LEED® Accredited Professional

PROFESSIONAL AFFILIATIONS

American Society of Heating,
Refrigerating & Air-Conditioning
Engineers (ASHRAE)

LOCATION: Tampa Office (HQ)

Danny Celis, PE, LEED® AP BD+C

Director of Mechanical Engineering - Technical

Danny serves as Director of Technical Mechanical Engineering. As a registered engineer, Danny is a key resource for the project's specific technical mechanical systems development and is responsible for creating solutions based on engineering principles and innovative technologies. He provides targeted technical support and helps to pinpoint and resolve technical problems. Danny is particularly adept at leveraging complex engineering strategies for facilities requiring highly-technical infrastructure, such as academic, healthcare and research laboratories. He also serves in a Project Management function managing mechanical, electrical, plumbing, fire protection, and technology disciplines internal to VoltAir and manages architectural, structural, civil, and various other disciplines where VoltAir is the prime consultant. Danny performs site inspections, researches technical solutions, and ultimately delivers the project with success.

Featured Projects

- **City of Tampa, Continuing Engineering Services - Tampa, FL**
From 2008 until April 2020, VoltAir provided Continuing MEP/FP Engineering services for projects under \$2 million. Sample project:
- **Howard F. Curren Advanced Wastewater Treatment Plant (AWTP) Building 10 Upgrades** - Replaced an existing primary chiller that failed with a new 200-ton chiller. (This replacement project was designed and contracted in less than five days.) Removed and replaced the existing piping, appurtenances and chillers located in Building 10 with two new water-cooled chillers. Investigated appropriate specifications for effluent filter or reduced maintenance cleaning features for the new chillers. Replaced two air handling units (AHUs), boiler, and refurbished existing VAV units. Replaced HVAC building control system with new KMC controls to improve the temperature controls and allow monitoring from a central location and/or via internet. Included verifying condition of actuators or devices that could be reused. Assessed the HVAC equipment located within several buildings at Curren AWTP. Consisted of a site survey and assessment of existing equipment. / 18,840-SF / \$1.5 million
- **USF, Continuing Engineering Services - Tampa & St. Petersburg Campuses, FL**
VoltAir was selected by USF in 2009 and 2012 to provide Continuing Engineering Services for projects under \$1 million. Contract expired Nov. 2015 for Tampa Campus and Dec. 2016 for St. Petersburg Campus (SPC). Also included IT services, as required. Sample projects included:
 - **USF St. Petersburg, Clean Room Feasibility Study, Clean Room Addition & Lab Renovations, Oceanographic Research Center** - Initially provided a study to recommend the feasibility of adding new Clean Room, Ante Room, and 5' fume hood to first floor of existing Knight Oceanographic Research Center (KRC) Building. This report focused primarily on the HVAC aspects related to the new addition. The design parameters for the Clean Room were based closely on the previous Clean Room (at the time, in operation on the third floor) that VoltAir designed for this building. Evaluated existing exhaust system to confirm additional flow required for the new fume hood. Then added a Clean Room to accommodate trace metals analysis and research equipment. Also renovated three general marine science lab spaces. / 4,000-SF / \$1 million
 - **ENB (Engineering) Building, Fire Alarm Upgrades** - Upgraded ENB Building's fire alarm system to a voice evacuation system to meet code with the current assembly occupancy classification. / \$260,000



Kate Lucaj, PE, LEED® AP BD+C

Director of Electrical Engineering - Technical

With more than 20 years of experience in leadership roles, managing and developing junior engineers, managing direct reports with project design and project schedules, overseeing and tracking team project progress and costs. Kate brings experience with multiple powerhouse firms on the west and east coasts of the country, including AECOM, Walt Disney Imagineering and Sparling - a Stantec Company. She boasts a robust skill set that includes electrical, lighting, power electronics and power systems design, and use of Revit and AutoCAD for various markets including aviation, Department of Defense, higher education, municipal, and healthcare.

Featured Projects

YEARS OF EXPERIENCE

VoltAir experience: >2 years

Total experience: 20 years

EDUCATION

Bachelor of Science
Electrical Engineering 2005,
Specializations:
Power Electronics & Power Systems
University of California

REGISTRATIONS

Registered Professional Engineer
Florida #80628

LEED® Accredited Professional

PROFESSIONAL AFFILIATIONS

U.S. Green Building Council

LOCATION: Tampa Office (HQ)

- **City of Pinellas Park, Public Safety Office - Pinellas Park, FL**
Providing mechanical (HVAC), electrical, plumbing, and fire protection engineering design services and construction administration for a new police station and renovated fire rescue station with minor expansion of its existing footprint, with a new connecting colonnade between the two buildings. / Police Station (Approx. 36,000-SF) Fire Station (Approx. 33,000-SF) Total (Approx. 69,000-SF) / Police Station (\$16 million) Fire Station (\$4 million) Total (\$20 million)
- **City of Clearwater, Fire Station #47 - Clearwater, FL**
Provided mechanical (HVAC), electrical, plumbing, fire protection engineering and technology design services plus construction administration to construct a new fire station located across from the City's Clearwater High School. Scope included four drive-through apparatus bays, office space, a day room, training and exercise rooms, a bunker gear storage room, a commercial-grade kitchen, dorm style bedrooms to accommodate up to 10 personnel, an OSHA-certified decontamination room, and an outdoor private patio. / Approx. 10,000-SF
- **City of Tampa, Relocation of Solid Waste Facilities from Spruce St. to 34th St. - Tampa, FL**
Providing mechanical (HVAC), electrical, plumbing, fire protection engineering design services, technology design, and construction administration to design and construct a new Department of Solid Waste & Environmental Program Management (DSW) complex for the City of Tampa at 34th Street on the McKay Bay Peninsula. This complex includes the following: 29,232-SF Operations Building; 41,336-SF Fleet Maintenance Building; a two-story, 500-space parking garage; 4,264-SF Lube Maintenance Building; 4,464-SF Truck Wash Facility; 6,000-SF Container Maintenance Building; 1,504-SF New Scale Office; and site lighting and miscellaneous services. Serving as subconsultant to Baker Barrios Architects. / Approx. 86,900-SF (Total excluding parking garage) / \$56 million
- **Port Tampa Bay, SESCO Cement, Port Redwing, Site Lighting/Photometric Plan - Gibsonton, FL**
Port Tampa Bay (Owner) leased land at its Port Redwing site to the tenant, SESCO Cement (Client), for the ship/rail terminal handling of white cement and related products such as limestone, clinker, and cement additives. As a subconsultant to Stantec, VoltAir provided electrical engineering services for the Site Lighting Plans including photometric study, product data, and all information required for site plan submission in Hillsborough County, Florida. The site lighting extended along the access drive on the property's north side, and the scale and ship unloader at the property's south end. / Approx. 13.4 acres
- **Hillsborough County, Northwest Transfer Station Facility, Improvements - Tampa, FL**
Provided mechanical (HVAC), electrical, plumbing, and fire protection engineering design services to improve the Northwest Transfer Station Facility, which consists of a new Community Collection Center (CCC) Facility, Household Hazardous Waste (HHW) Facility, Fueling Island, Roadway System, Scale House, and Electrical Service Structure.



Rob Shorey, Jr., CPD, GPD, FASPE

Director of Plumbing & Fire Protection Engineering

Rob has in-depth experience in the design of plumbing piping systems which includes pressure and gravity design, along with medical gas piping systems and associated utility systems. His background includes designing and detailing plumbing equipment, distribution systems, medical gas piping systems, and project specifications. Rob also has experience in the design of fire protection systems including standpipe systems, wet, dry pipe and pre-action sprinkler systems, fire pumps, and clean agent fire suppression systems. He has worked on a variety of building construction types including education, commercial, office buildings, aviation, parking, judicial centers, governmental, and healthcare facilities.

YEARS OF EXPERIENCE

VoltAir experience: 11 years

Total experience: 32 years

EDUCATION

Associates of Applied Science,
Commercial Engineering Drafting &
Technology 1992
Tampa Technical Institute

CERTIFICATIONS

Certified Plumbing Designer
CPD #27480 (ASPE)

Certified Green Plumbing Designer
GPD (ASPE)

ASPE College of Fellows
(FASHE)

PROFESSIONAL AFFILIATIONS

American Society of Plumbing Engineers
(ASPE), Past President of West Coast
Florida Chapter

National Fire Protection Association
(NFPA)

International Code Council (ICC)

Society of Fire Protection Engineers
(SFPE)

LOCATION: Tampa Office (HQ)

Featured Projects

- **City of Largo, Continuing Engineering Services - Largo, FL**
Provided Continuing Engineering Services on projects up to \$1 million from 2014 - 2019. (Agreement was renewed for an additional two year period, ending in 2019.) Sample project:
 - **Fire Stations #38 - 42, Grease Trap Removals** - Upgraded existing fire station grease waste system in multiple City fire stations to comply with current City of Largo's fats, oils and greases (FOG) ordinance.
- **Pinellas County Schools, Continuing Engineering Services - Pinellas County, FL**
Selected to provide Continuing Engineering Services for Pinellas County Schools from 2011-2014 and again, beginning March 2016-2021. All projects under \$2 million. Project samples included:
 - **Walter Pownall Service Center, Dust Collector Replacement - Largo, FL**
Provided design for replacement of dust collection system that is used for the cabinet shop. Replaced existing dust collector located directly outside of wood working shop and replaced three existing floor sweeps located inside of shop. / \$130,000
 - **Walter Pownall Service Center, Transportation Call Center, HVAC Upgrades - Largo, FL**
Provided new air conditioning system for Transportation Call Center. / 1,000-SF / 2013
 - **Bear Creek Elementary School, Lighting Upgrades - St. Petersburg, FL**
Upgraded the existing lighting lamps and ballasts to energy efficient T8 and compact fluorescent lamps in the existing fluorescent fixtures and LED lamp replacements for the incandescent sources. Occupancy sensors were added throughout the facility and new dimming controls for LED lamps. \$130,000
- **USF, Continuing Engineering Services - Tampa & St. Petersburg Campuses, FL**
VoltAir was selected by USF in 2009 and 2012 to provide Continuing Engineering Services for projects under \$1 million. Contract expired Nov. 2015 for Tampa Campus and Dec. 2016 for St. Petersburg Campus (SPC). Also included IT services, as required. Sample projects included:
 - **USF St. Petersburg, Clean Room Feasibility Study, Clean Room Addition & Lab Renovations, Oceanographic Research Center** - Initially provided a study to recommend the feasibility of adding new Clean Room, Ante Room, and 5' fume hood to first floor of existing Knight Oceanographic Research Center (KRC) Building. This report focused primarily on the HVAC aspects related to the new addition. The design parameters for the Clean Room were based closely on the previous Clean Room (at the time, in operation on the third floor) that VoltAir designed for this building. Evaluated existing exhaust system to confirm additional flow required for the new fume hood. Then added a Clean Room to accommodate trace metals analysis and research equipment. Also renovated three general marine science lab spaces. / 4,000-SF / \$1 million
 - **ENB (Engineering) Building, Fire Alarm Upgrades** - Upgraded ENB Building's fire alarm system to a voice evacuation system to meet code with the current assembly occupancy classification. / \$260,000

KEITH R. KARTOVICKY, FLMA

SENIOR PROJECT MANAGER

TAMPA, FLORIDA

STARTED WITH PSI: 1992 | YEARS IN INDUSTRY: 35

Certifications/Registrations/Technical Training

- Florida Licensed Mold Assessor (FLMA)
- EPA Certified Lead Risk Assessor
- NIOSH 582 – Phase Contrast Microscopy Air Sample Analyst
- EPA AHERA accredited Asbestos Inspector
- EPA AHERA accredited Asbestos Management Planner
- EPA AHERA accredited Asbestos Contractor/Supervisor
- OSHA 8-Hour Refresher Safety Training for Hazardous Waste
- PSI Project Manager Certification Program

Memberships/Affiliations

- Asbestos Analyst Registry (AAR)
- The Society of American Military Engineers (SAME)

Professional Experience

Mr. Kartovicky has over 35 years' experience in industrial hygiene in the Southeast United States. He has worked with a variety of clients including federal, state and local governmental entities, school boards, private residential development and large retail complex establishments. Mr. Kartovicky's responsibilities include lead-based paint, asbestos and indoor air quality (IAQ) assessments while providing project management, scheduling, and establishing and implementing abatement/ monitoring plans. He has performed numerous lead risk assessments, asbestos surveys and IAQ assessments and has monitored lead and asbestos abatement projects as well as mold remediation for compliance.

Mr. Kartovicky is an EPA certified Lead Risk Assessor qualified to work with public housing agencies under the U.S. Housing and Urban Development (HUD) program. As a lead risk assessor, he is trained in the use of x-ray fluorescence analyzers during building inspections and the collection of suspect lead-based paint/heavy metal samples by bulk sampling, as well as final clearance sampling during abatement activities in HUD projects. He also determines lead hazard potential and identifies options for the management of these hazards.

As an EPA accredited Asbestos Inspector his responsibilities include conducting inspection surveys, sampling suspect materials, and the preparation of reports documenting findings recommendations and asbestos abatement cost estimation. Mr. Kartovicky utilizes his Management Planner certification by assessing physical characteristics of confirmed asbestos materials as well as designing Operations and Maintenance (O & M) Plans for educational and commercial clients on an as needed basis. As a project Supervisor, he acts as the client's representative during abatement projects, conducting air sampling and analysis, as well as ensuring site-specific specifications, and Federal and State regulatory compliance.

Mr. Kartovicky is also a Florida Licensed Mold Assessor. As a Florida Licensed Mold Assessor, he has conducted numerous IAQ assessment projects involving significant Indoor Air Quality investigations. He has provided oversight during large to small remediation projects as well as collecting final air clearance air samples.

Representative Asbestos Project Experience

- **South Florida Water Management District, West Palm Beach, Florida** – Provided project management, asbestos surveys and abatement monitoring of numerous sites owned by the District to include the Caloosahatchee River (C-43) West Basin where we provided Limited NESHAP Demolition Survey of various structures followed by Asbestos Abatement and Air Monitoring/Oversight and Asbestos Abatement of roofing associated with three structures, Labelle, Hendry County, Florida. Other asbestos projects include, Palm Beach Downs, district property trailer, C-139 annex restoration project to include the USSC southern division office structure and ancillary structures, US Sugar, Picayune Strand, Prescott Property Clewiston Field station, Telemetry Buildings, etc. Also provide mold and lead testing services.

ROBERT “JAY” MUNDY

PROJECT GEOLOGIST

TAMPA, FLORIDA

STARTED WITH PSI: 2014 | YEARS IN INDUSTRY: 20

Education

- MBA-Construction Manager Concentration, Everglades University, 2016
- Bachelor of Science, Geology, SUNY Cortland, 2010
- Construction Technology, Tompkins Cortland Community College, 2002

Certifications/Registrations/Technical Training

- NIOSH 582 – Phase Contrast Microscopy Air Sample Analyst
- EPA AHERA accredited Asbestos Inspector
- EPA AHERA accredited Asbestos Contractor/Supervisor
- Radiation Safety Trained
- X-Ray Fluorescence Detector certified using Princeton Gamma and SciTec
- OSHA 40-hour Health & Safety Training

Memberships/Affiliations

- Asbestos Analyst Registry (AAR)

Professional Experience

Mr. Robert Mundy has 20 years of experience in the environmental and hydrological industry. He has served as a hydrological technician for the USGS in the state of NY collecting data from rivers, streams, creeks, lakes and ground water for publication for the northeast region of the US. He has also worked on Superfund sites for the EPA in Upstate NY. Mr. Mundy has conducted numerous asbestos/ lead-based paint surveys and oversight of abatement projects throughout the State of Florida. As a mold inspector, industrial hygienist, he has conducted numerous IAQ assessment projects involving significant Indoor Air Quality investigations and abatement projects as well as utilizing numerous environmental media. Mr. Mundy is trained in the proper use of an X-ray fluorescence (XRF) device for use in building inspections and sample collection of suspect lead-based paint/heavy metal samples by bulk sampling. He is also proficient in final clearance sampling during abatement activities in HUD projects.

Representative Asbestos Project Experience

- **South Florida Water Management District, West Palm Beach, Florida** – Conducted asbestos surveys and abatement monitoring of numerous sites owned by the District to include the Picayune Strand Restoration Project where we provided NESHAP Demolition Surveys of various structures followed by Asbestos Abatement/Demolition associated with multiple structures, Belle Meade Area, Collier County, Florida.
- **University of South Florida, Tampa, Florida** – Provided numerous asbestos surveys and project monitoring during asbestos abatement Campus wide under contracts for last 11 years.
- **Brixmor Property Group, LLC** – Asbestos AHERA Inspector/Supervisor for over 11 years, performing and leading numerous asbestos surveys and air monitoring for numerous spaces within shopping centers, malls and standalone structures.
- **B & B Corporate Holdings, Inc.** – Provided and lead numerous asbestos inspectors over past 11 years including a Limited NESHAP Asbestos Renovation Survey for a free-standing vacant credit union building.
- **City of Tampa (COT)** – Provided and lead numerous asbestos inspectors over past 7 years including a Limited NESHAP Asbestos Renovation Survey for the Tampa Fire Department Station No. 10 associated with second floor ceiling replacement project.

COURTLAND ALVIES, PE

GEOTECHNICAL DEPARTMENT MANAGER

SOUTH FLORIDA

YEAR STARTED WITH PSI: 2017 | YEARS OF EXPERIENCE: 8

Education

- Master of Civil Engineering, Geotechnical; Norwich University, 2020
- B.S., Civil Engineering; University of South Florida, 2018

Certifications/Registrations/Technical Training

- Professional Engineer, Florida License #93388
- Professional Engineer, Georgia License #048480
- Professional Engineer, Alabama License #53176
- Professional Engineer, North Carolina License #057717
- Professional Engineer, South Carolina License #42327

Professional Experience

Mr. Alvies has extensive experience working on impact projects throughout the State of Florida and Southeastern United States. He graduated with a Bachelor of Civil Engineering Degree from the University of South Florida, a Master of Civil Engineering (Geotechnical) Degree from Norwich University and has been with PSI since 2017. Mr. Alvies has served as the primary project manager for over 300 successful projects throughout the Tampa Bay Area. His technical experience includes extensive history with sinkhole explorations including remediation design, different drilling and sampling techniques, slope stability modeling, settlement analysis, shallow foundation design, deep foundation design, pavement design, and quality assurance & quality control (QA/QC) observations and testing support. He has provided geotechnical engineering support and recommendations for site preparation, earthwork recommendations, mid- to high-rise buildings, retaining structures, re-development projects, transportation projects, and major infrastructure improvement projects. Additionally, he is experienced in several software applications related to geotechnical engineering analysis and design, including SPT97, FB-Deep, APile, LPile, FB-MultiPier, Settle3D, and SLIDE.

Representative Project Experience

- **Tampa Bay NEXT (Ongoing), Hillsborough & Pinellas Counties, FL** – The objective of this project is conducting either preliminary geotechnical exploration to support the FDOT and their General Engineering Consultant (GEC) in the development of design-build concept plans and a request for proposal (RFP) documents or performing design level exploration and Geotechnical Engineering Consultation services for extensive improvement along all major highways in Tampa Bay area of Florida. Planned improvements generally include addition of lanes in each direction, adding new bridges, replacing and widening of the existing bridges, construction of new MSE walls to accommodate the widening of the roadways, replacement of overhead sign structures, installation of noise barrier walls, development of new seawalls, the construction of new miscellaneous structures, and the construction of ponds and swales to maintain adequate drainage within the existing right-of-way. Mr. Alvies role in the project has been that of a secondary project manager overseeing the individual assignments from this contract. In so doing, Mr. Alvies has developed and overseen the execution of over 1,200 soil borings, corresponding laboratory testing services, engineering evaluation, and analytical modeling throughout the course of the project.
- **Proposed Clermont Fire Station #2, Clermont, FL** – Provided Project Oversight for geotechnical exploration and laboratory testing services to obtain information on the subsurface soil and groundwater conditions within the proposed development. Geotechnical engineering recommendations were made to guide the design and construction of a new Fire Rescue Station. The proposed development entails the design and construction of a single-story building with a footprint of approximately 10,000 square feet.

CANNON GILBERT, EI

GEOTECHNICAL STAFF ENGINEER

TAMPA, FLORIDA

YEAR STARTED WITH PSI: 2020 | YEARS IN INDUSTRY: 5

Education

- B.S., Civil Engineering, University of Florida, 2021

Certifications/Registrations/Technical Training

- Engineering Intern, Florida – License #1100024914

Professional Experience

Mr. Gilbert has 5 years of geotechnical project management and field experience. Mr. Gilbert is experienced in performing field testing and coordination including standard penetration tests, pavement coring tests, depression grout monitoring, utility clearance, maintenance of traffic operations (lane closures), and a wide variety of other geotechnical engineering related tests. He has experience in providing recommendations pertaining to retaining wall design, shallow and deep foundation design, and pavement design. Mr. Gilbert has experience in several software applications related to geotechnical engineering analysis and design including Settle3D and AutoCAD.

Representative Project Experience

- **Tampa Bay Next, Tampa, Florida** – FDOT planned improvements under the TB Next project consists of 10 different segments and will include addition of lanes in each direction, widening the existing bridges, building new bridges, construction of new MSE walls to accommodate the widening of the roadways, replacement of overhead sign structures, installation of noise barrier walls and construction of linear ponds and swales along the interstate roadways (I-4, I-75 and I-275) within Tampa Bay area. The new bridge foundations are being planned to be supported with drilled foundations. PSI conducts preliminary geotechnical engineering exploration and evaluation to support FDOT and General Engineering Consultant (GEC) in the development of design-build concept plans and request for proposals (RFPs) for proposed improvement. The subsurface soil exploration program for this project includes SPT soil borings with rock coring, auger borings and field permeability tests to maintain adequate drainage within the existing right-of-way. The laboratory testing program includes sieve analysis, liquid limits and plastic limits, corrosion series tests, moisture and organic contents on soil samples, and unconfined compression and split tensile strength tests on rock core samples. PSI is also responsible for providing preliminary geotechnical recommendations to develop concept plans.
- **Failed Bulkhead Port Tampa, Tampa, FL** – Project Manager in charge of overseeing geotechnical engineering services for a failed bulkhead. The subject site is an existing quay on the south side of Port Tampa. The purpose of this report was to provide the client with the requested parameters, as well as soil profiles and logs of the two borings.
- **Proposed Clermont Fire Station #2, Clermont, FL** – Project Manager for geotechnical field exploration and laboratory testing services to obtain information on the subsurface soil and groundwater conditions within the proposed development. Geotechnical engineering recommendations were made to guide the design and construction of a new Fire Rescue Station. The proposed development entails the design and construction of a single-story building with a footprint of approximately 10,000 square feet.
- **Proposed Police & Fire Training Complex, Tampa, FL** – Project Manager for geotechnical exploration and laboratory testing services to obtain information on the subsurface soil and groundwater conditions within the proposed development. Geotechnical engineering recommendations were made to guide the design and construction of a training complex planned to occupy 16,900 square feet of the northwestern portion of the site which will include a small (less than 3,000 square feet) standalone classroom building, laboratories, and related structures; an approximately 21,000 square foot prop farm, and potential underground stormwater management chambers.

EDUCATION

MCE, Coastal Engineering,
University of Delaware, 1997
BCE, Civil Engineering,
University of Delaware, 1994

REGISTRATION

Professional Engineer:
FL, #66025, 2007
MD, 25383, 2000

AFFILIATIONS

American Society of Civil
Engineers

ACCESS CREDENTIALS

TWIC (Transportation
Worker Identification
Credential) – US Department
of Homeland Security

EXPERIENCE

Michael Herrman joined Moffatt & Nichol in 1997 following completion of his graduate studies in coastal engineering. Responsibilities include serving as project engineer or project manager on a wide range of waterfront, marina, coastal processes, environmental restoration, shore protection, and navigation improvement projects. He conducts marina feasibility and market assessment studies for boating regions throughout the US, the Caribbean, and Central America. Related design experience includes planning, engineering, environmental impact assessments, including marina water quality assessments, permit facilitation, and construction support services. Specific design experience includes design of navigation, dredging, dock systems and marina related elements.

REPRESENTATIVE PROJECT EXPERIENCE

Sarasota Bayfront – “The Bay,” Sarasota, Florida. Planner responsible for waterfront activation for the project master plan. Attended early public sessions to garner feedback on site opportunities then used that feedback to develop a waterfront activation program that included water taxi and ferry access as well as day docking for recreational boating while maintaining functionality at the existing boat ramp facility. The waterfront also includes personal watercraft launching and use areas. Worked with the lead consultant and owner to gather public input on the various concepts and used that feedback to refine the preferred concept. Assisted with the organization and presentation to a local boating working group to further vet the waterfront activation concepts.

Clearwater Comprehensive Boating Plan, Clearwater, Florida. Project manager and lead analyst responsible for developing a comprehensive boating plan to elevate the City of Clearwater’s Downtown Marina into a regional boating destination. The plan identified other existing regional boating destinations and identified features of those facilities to determine those common to boating destinations.

St. Petersburg Transient Dock Wind and Wave Study, St. Petersburg, Florida. Project Manager responsible for analyzing wind and wave data for Tampa Bay to develop localized wave conditions for a 20-slip transient dock to support day visitors to downtown St. Petersburg. Also prepared a Boating Infrastructure Grant Program application for approximately \$1,000,000 to support design and construction of the dock. Services included performing spectral wave modeling of Tampa Bay in the project vicinity along with localized Boussinesq wave modeling of the harbor where the docks will be located. The results of the study were used by the City to develop performance specifications for floating transient docks. The grant application was approved, and the City is moving forward with design and permitting of the docks.

City of Tampa Docks and Boardwalks Assessment, Tampa, Florida. Quality assurance reviewer for City of Tampa project to inspect and evaluate select City owned dock and boardwalk structures located throughout the City. Reviewed the prepared report for completeness against the agreed scope and verified the technical accuracy of the report conclusions.

EDUCATION

MS Coastal & Oceanographic Engineering, University of Florida, 2006

BSCE, Civil Engineer, University of Florida, 2005

REGISTRATION

Professional Engineer:

Florida, Professional Engineer, #70619, 2010

Georgia, Professional Engineer, #PE041484, 2016

Indiana, Professional Engineer, #12300853, 2023

Maryland, Professional Engineer, #47437, 2015

Ohio, Professional Engineer, #PE84361, 2019

North Carolina, Professional Engineer, #042722, 2015

Engineer, #32860, 2015

Texas, Professional Engineer, #128645, 2017

Virginia, Professional Engineer, #0402053082, 2014

CERTIFICATIONS

Association of Project Management, Associate Project Management Professional (APMP), Level D Certification, AP180506, 2014

AFFILIATIONS

American Society of Civil Engineers (ASCE) Virginia Section Vice President (2019-2020); Concrete Canoe Judge, FLASCE Student Activities Coordinator (2024-present)

American Association of Port Authorities (AAPA) Facilities Engineering Committee Member, Harbors & Navigation Committee Member

EXPERIENCE

Nancy Lehr has an extensive career spanning over 18 years of professional experience in marine structural and coastal engineering along the East Coast US, Caribbean, Ohio, and Texas coasts. She has both managed and worked on many types of marine structural projects including large port rehabilitation, marina layout and design, dredging, dredged material management, bulkhead and sheet-pile wall design, pile foundation structures, plans and specifications, and construction administration and observation. As a project manager for dozens of large and small marine structural engineering projects, she utilizes her background in structural and coastal engineering to provide an efficient design for both structural design loading and loads induced by coastal elements such as storm surge, breaking waves, and wind driven waves. She provides clients with a hands-on approach and prides herself on being responsive to client needs and expectations, and conscience of both design and construction costs.

REPRESENTATIVE PROJECT EXPERIENCE

City of Clearwater Engineer of Record (EOR) On-Call Services, Clearwater, FL:

Moffatt & Nichol (M&N) was selected to provide Marine/Coastal and Seawall project as part of an on-call contract for Engineer of Record Consulting Services for a period of 4 years. M&N will provide a variety of projects for the City, including feasibility studies, market analysis, repair and rehabilitation design, marine and coastal engineering design, and emergency response inspections and assessments of marine facilities. Mrs. Lehr is the Project Manager for multiple task orders on this contract including:

- **City of Clearwater Harbor Marina Wave Attenuator Replacement**, Project Manager to assist the City of Clearwater with replacing 3 wave attenuators that were damaged during hurricane Ian and Nicole. 3 wave attenuators in the south part of the Harbor Marina were damaged during hurricane Ian and Nicole. MN provided coastal and environmental loading conditions to SF Marina for design considerations of the replacement wave attenuators. Due to the existing attenuators being tied together by cables, MN design the connections and coordinate tying the remaining wave attenuators back together after the replacements are in place. Also, the mechanical and electrical utilities were designed to be replaced along with the new wave attenuators. As the project manager, Mrs. Lehr over saw and coordinated all aspects of the project from client coordination to structural design and engineering.
- **Clearwater Harbor Marina Post-Hurricane Assessment** – Project Manager to provide an emergency post-hurricane assessment of the Clearwater Harbor Marina following both Hurricane Helene and Milton, to document and assess any damage to the marina caused by the Hurricane. Detailed assessments and reports were provided to the City to evaluate additional design and repairs that were needed. Assessments included top-side structural inspection, mechanical and electrical evaluation, and underwater dive inspection.
- **Clearwater Harbor Marina North Basin Hurricane Repairs** – Project Manager to provide engineering design and documents for repairs to the

EDUCATION

ME, Structural Engineering,
 University of Florida, 2005
 BS, Civil Engineering,
 University of Florida, 2003

REGISTRATION

Professional Engineer:

FL, #PE77422, 2014

CA, #71903, 2007

CERTIFICATIONS

FHWA-NHI-130055: Safety
 Inspection of In-Service
 Bridges, 2014

ADCI Diver #206215657

AFFILIATIONS

American Institute of Steel
 Construction

EXPERIENCE

As a waterfront structural engineer, Isaac Canner regularly provides inspection, planning, analysis, design, construction documents, and bid/post-construction-award services for rehabilitation and modernization of waterfront facilities. Typical waterfront projects have included piers, wharves, bulkheads, quay walls, fender/mooring systems, and floating docks for the U.S. Navy, municipalities, port authorities, and other clients. As a former 10-year ADCI-certified engineer-diver, Isaac is an integral part of M&N's Inspection and Rehabilitation practice providing extensive experience with condition assessment and repair planning to extend the life of aging infrastructure and improve its' resilience to extreme weather events and sea level rise.

REPRESENTATIVE PROJECT EXPERIENCE

Bird Key Yacht Club Marina Renovation, Tampa, FL. Project engineer for the replacement of existing Marina, including docks, bulkhead, utilities, boat lifts, marina fuel system, water, sewer and electrical utilities, and maintenance dredging. Project tasks included preparation of a design-build request for proposal package, performance design requirements, concept drawings, and local, state, and federal permit applications for in-water work.

Julian B. Lane Park Renovation. Tampa, FL. Structural engineer for the assessment of existing concrete sheet pile bulkheads, and the design of new bulkheads, walkways and docks as part of redevelopment of a 23-acre park along the Hillsborough River in Tampa. The waterfront elements of the park are geared towards increasing public access to the waterfront, including non-motorized boat launches, transient boat docks, and water taxi stops.

Port Tampa Bay General Engineering Services Contract, Tampa, FL. Structural engineer and task manager for multiple task orders under PTB's General Engineering Consultants Contract. Task orders have included engineering design and preparation of construction documents, construction support services, waterfront structural inspections, and preparation of condition assessment reports.

Dinner Key Marina Hurricane Restoration, Coconut Grove, FL. Project manager and lead structural engineer for a hurricane restoration project at the City of Miami's 582-slip Dinner Key Marina to rehabilitate the marina after the extensive damage caused by Hurricane Irma in 2017. The project included field investigations and damage assessment to identify hurricane related repairs; preparation of a design criteria package for design/build; bid and selection of a design/build team, and Owner's engineering services through the final design and construction process.

Citywide Dock Design Report, Tampa, FL. Project manager and lead structural engineer for assessment of more than 30 boardwalks, docks, and footbridges at 10 city parks around Tampa. A report was prepared with an asset inventory of the structures for planning future maintenance and capital improvement projects. The report included condition ratings, repair recommendations, and opinions of probable construction cost for planning for the repair and/or replacement of each structure.

Dock and Boardwalk Improvements at Lowry Park and Davis Island Seaplane Park, Tampa, FL. Project manager for the design, permitting, and bid document preparation



ONLINE SERVICES

[Apply for a License](#)

[Verify a Licensee](#)

[View Food & Lodging Inspections](#)

[File a Complaint](#)

[Continuing Education Course Search](#)

[View Application Status](#)

[Find Exam Information](#)

[Unlicensed Activity Search](#)

[AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

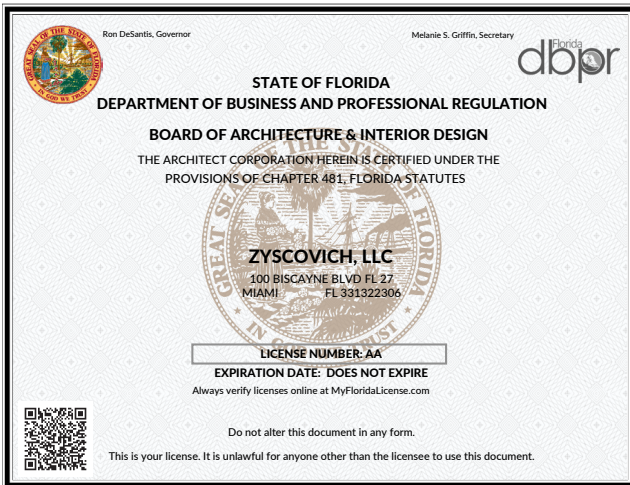
1:54:05 PM 2/11/202

Licensee Information

Name: **ZYSCOVICH, BERNARD (Primary Name)**
ZYSCOVICH, LLC (DBA Name)
Main Address: **100 BISCAYNE BLVD 27TH FLOOR**
MIAMI Florida 33132
County: **DADE**

License Information

License Type: **Architect**
Rank: **Architect**
License Number: **AR0007410**
Status: **Current,Active**
Licensure Date: **03/07/1977**



State of Florida Department of State

I certify from the records of this office that ZYSCOVICH, LLC is a limited liability company organized under the laws of the State of Florida, filed on June 6, 2022, effective October 30, 1986.

The document number of this limited liability company is L22000248603.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025, that its most recent annual report was filed on January 10, 2025, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-eighth day of January,
2025*

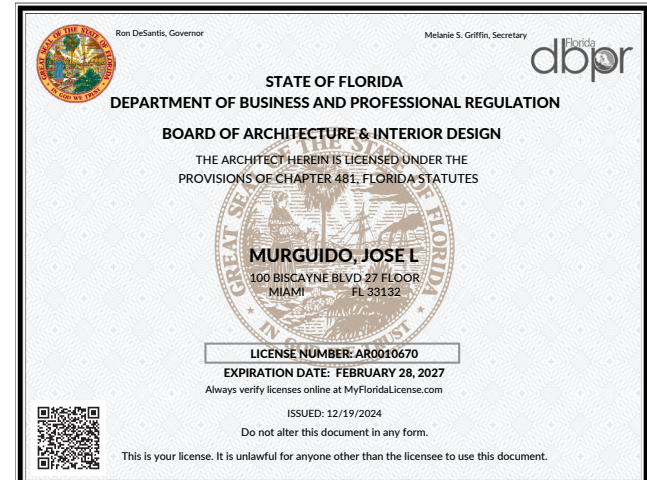
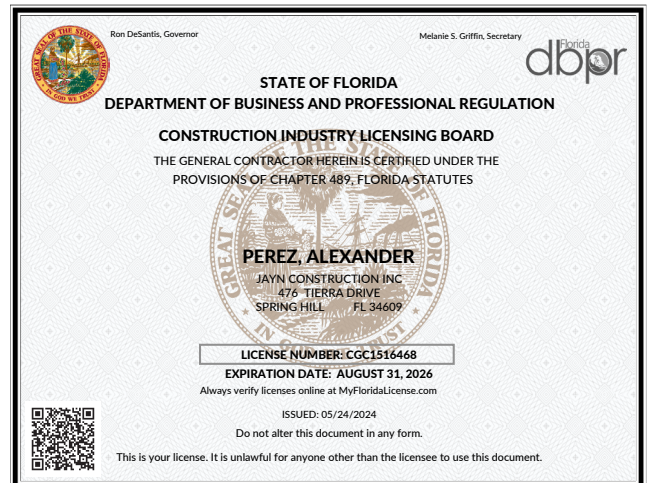


[Signature]
Secretary of State

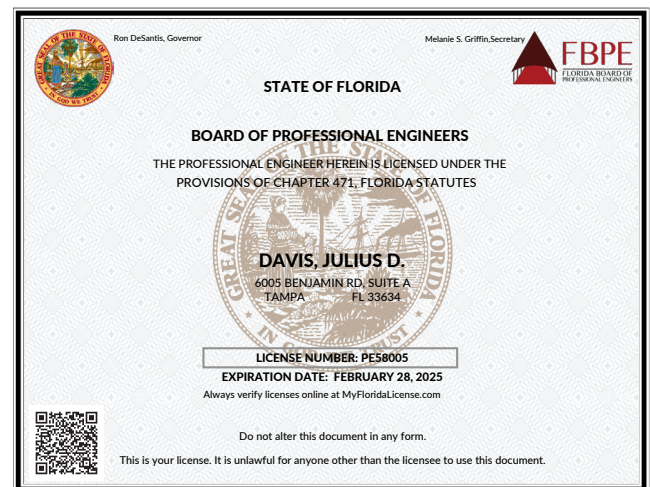
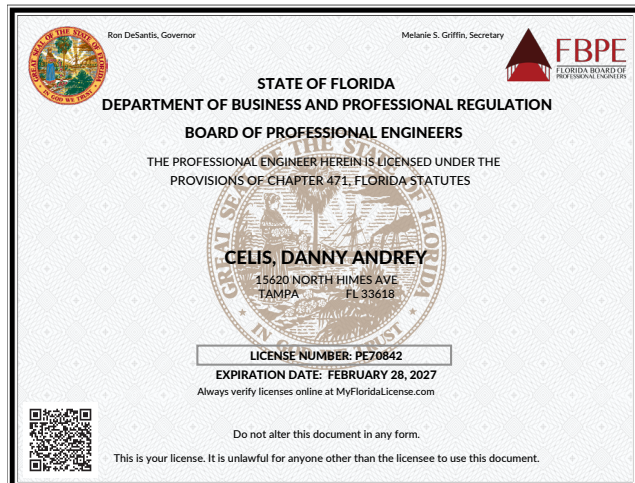
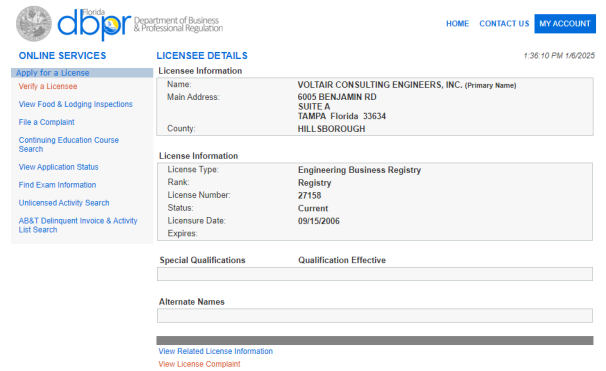
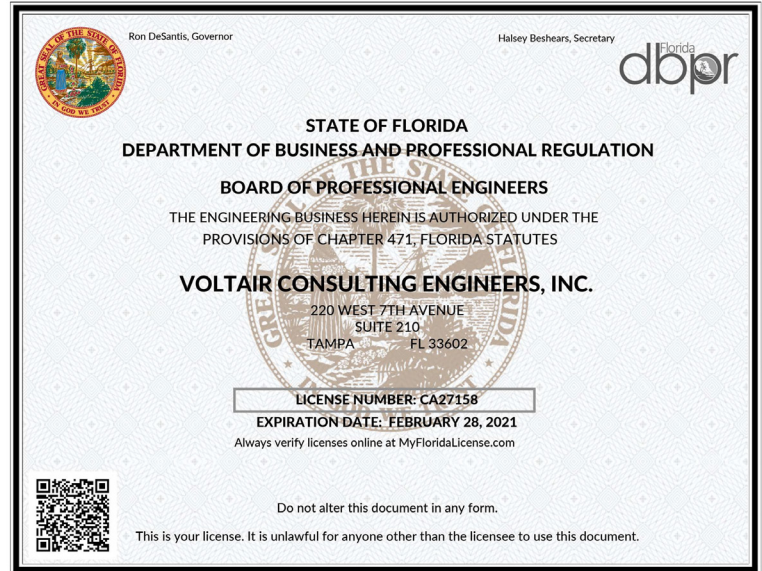
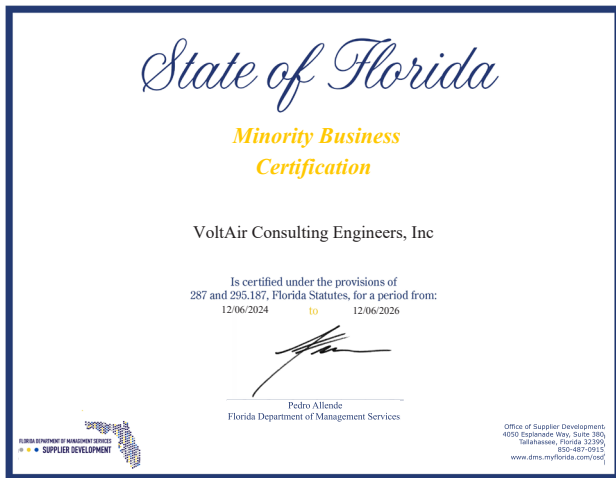
Tracking Number: 8406236507CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



VOLTAIR LICENSES



VOLTAIR LICENSES



Ron DeSantis, Governor



Melanie S. Griffin, Secretary

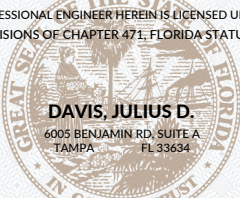


FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES



DAVIS, JULIUS D.
6005 BENJAMIN RD, SUITE A
TAMPA FL 33634

LICENSE NUMBER: PES8005

EXPIRATION DATE: FEBRUARY 28, 2025

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



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.



Ron DeSantis, Governor



Melanie S. Griffin, Secretary



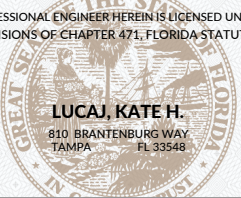
FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES



LUCAJ, KATE H.
810 BRANTENBURG WAY
TAMPA FL 33548

LICENSE NUMBER: PE80628

EXPIRATION DATE: FEBRUARY 28, 2027

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



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.



Ron DeSantis, Governor



Melanie S. Griffin, Secretary



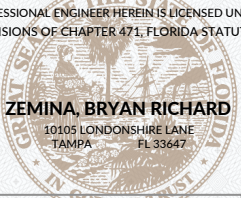
FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES



ZEMINA, BRYAN RICHARD
10105 LONDONSHIRE LANE
TAMPA FL 33647

LICENSE NUMBER: PE78588

EXPIRATION DATE: FEBRUARY 28, 2027

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



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.



[HOME](#)
[CONTACT US](#)
[MY ACCOUNT](#)

ONLINE SERVICES

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

11:51:35 AM 2/3/2025

Licensee Information

Name: **PROFESSIONAL SERVICE INDUSTRIES, INC. (Primary Name)**
Main Address: **545 E ALGONQUIN ROAD
ATTN: LINDA ELLIS
ARLINGTON HEIGHTS Illinois 60005**
County: **OUT OF STATE**

License Information

License Type: **Engineering Business Registry**
Rank: **Registry**
License Number: **3684**
Status: **Current**
Licensure Date: **07/15/1983**
Expires:

Special Qualifications
Qualification Effective



AIHA Laboratory Accreditation Programs, LLC
Intertek-PSI, Inc.
850 Poplar St Pittsburgh, PA 15220-2828
Laboratory ID: LAP-100373

along with all premises from which key activities are performed, as listed above, has fulfilled the requirements of the AIHA Laboratory Accreditation Programs, LLC (AIHA LAP) accreditation to the ISO/IEC 17025:2017 international standard, General Requirements for the Competence of Testing and Calibration Laboratories in the following:

LABORATORY ACCREDITATION PROGRAMS		
☒	INDUSTRIAL HYGIENE	Accreditation Expires: July 01, 2026
☒	ENVIRONMENTAL LEAD	Accreditation Expires: July 01, 2026
☒	ENVIRONMENTAL MICROBIOLOGY	Accreditation Expires: July 01, 2026
☒	FOOD	Accreditation Expires:
☒	UNIQUE SCOPES	Accreditation Expires:
☐	BE FIELD/MOBILE	Accreditation Expires:

Specific Field(s) of Testing/Method(s) within each Accreditation Program for which the above named laboratory maintains accreditation is outlined on the attached Scope of Accreditation. Continued accreditation is contingent upon successful on-going compliance with ISO/IEC 17025:2017 and AIHA LAP requirements. This certificate is not valid without the attached Scope of Accreditation. Please review the AIHA LAP website (www.aihaaccreditedlabs.org) for the most current Scope.

Cheryl O. Morton

Cheryl O Morton
Managing Director, AIHA Laboratory Accreditation Programs, LLC

Revision21: 10/24/2023

Date Issued: 06/01/2024

State of Florida Department of State

I certify from the records of this office that PROFESSIONAL SERVICE INDUSTRIES, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on July 1, 1983.

The document number of this corporation is 856982.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 21, 2025, and that its status is active.

I further certify that said corporation 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 Twenty-eighth day of January, 2025

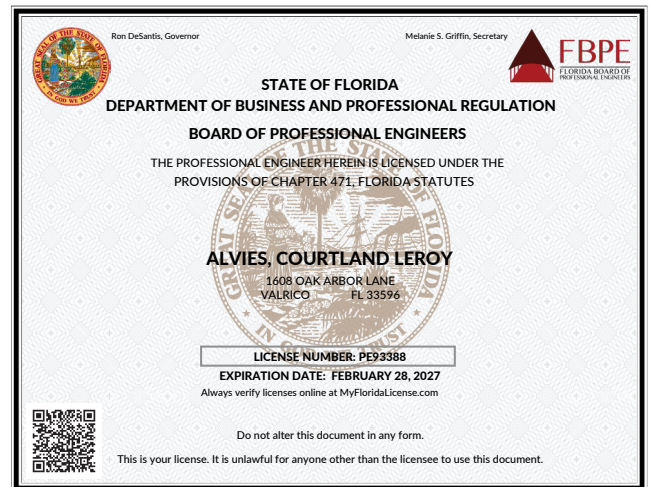


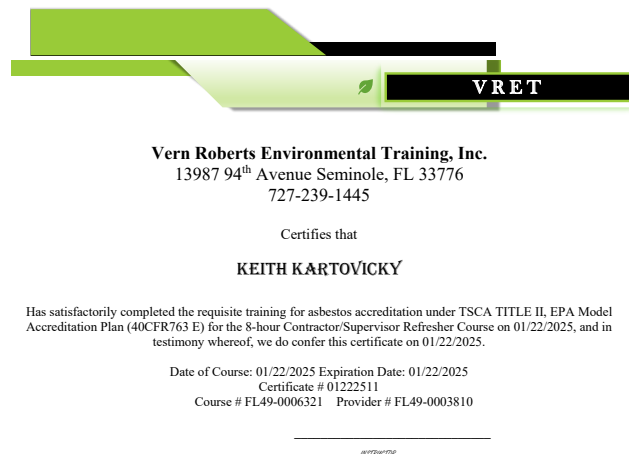
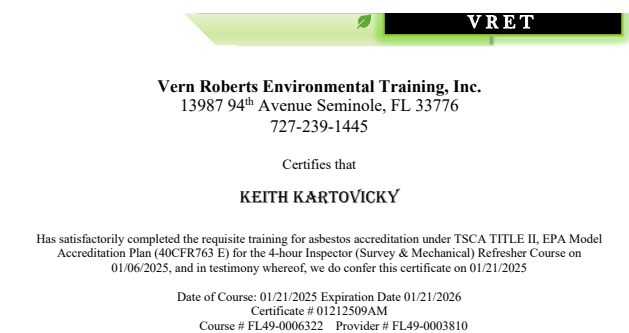
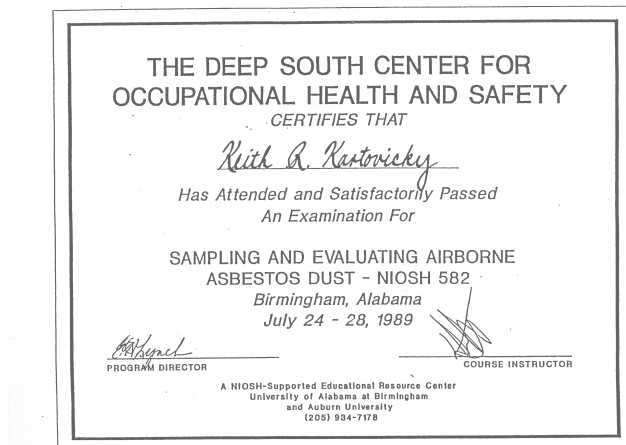
[Signature]
Secretary of State

Tracking Number: 3612352537CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>





Vern Roberts Environmental Training, Inc.
13987 94th Avenue Seminole, FL 33776
727-239-1445

Certifies that

ROBERT MUNDY

Has satisfactorily completed the requisite training for asbestos accreditation under TSCA TITLE II, EPA Model Accreditation Plan (40CFR763 E) for the 8-hour Contractor/Supervisor Refresher Course on 01/22/2025, and in testimony whereof, we do confer this certificate on 01/22/2025.

Date of Course: 01/22/2025 Expiration Date: 01/22/2025
Certificate # 01222512
Course # FL49-0006321 Provider # FL49-0003810

INTERTOK



RADIATION SAFETY PROGRAM

Certificate of Achievement

Robert Mundy

Has successfully completed Intertek's training program, written examination, and performance evaluation requirements for:

HazMat Shipping of Radioactive Source Materials Refresher

This course fulfills Intertek's requirements under U.S. Department of Transportation requirements in 49 CFR Part 172, Subpart H Hazardous Materials Training Requirements. Program topics include: general awareness/familiarization; function-specific; safety; security awareness; in-depth security; compliance, recordkeeping, as well as applicable elements of OSHA 29 CFR 1910.1200 Hazard Communication (HazCom).

04/27/2022

Certification Date

Regional HSE Manager/Corporate RSO

VRET

Vern Roberts Environmental Training, Inc.
13987 94th Avenue Seminole, FL 33776
727-239-1445

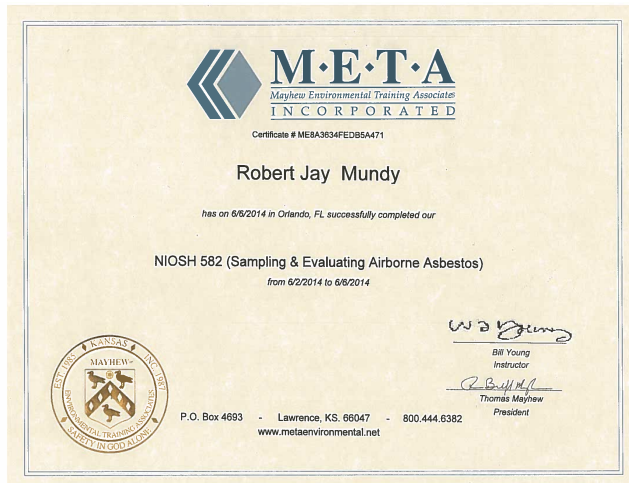
Certifies that

ROBERT MUNDY

Has satisfactorily completed the requisite training for asbestos accreditation under TSCA TITLE II, EPA Model Accreditation Plan (40CFR763 E) for the 4-hour Inspector (Survey & Mechanical) Refresher Course on 01/06/2025, and in testimony whereof, we do confer this certificate on 01/21/2025

Date of Course: 01/21/2025 Expiration Date: 01/21/2026
Certificate # 01212508AM
Course # FL49-0006322 Provider # FL49-0003810

INTERTOK



MOFFATT & NICHOL LICENSES

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION



[HOME](#)
[CONTACT US](#)
[MY ACCOUNT](#)

ONLINE SERVICES

- [Apply for a License](#)
- [Verify a Licensee](#)
- [View Food & Lodging Inspections](#)
- [File a Complaint](#)
- [Continuing Education Course Search](#)
- [View Application Status](#)
- [Find Exam Information](#)
- [Unlicensed Activity Search](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

11:38:16 AM 1/29/2025

Licensee Information	
Name:	MOFFATT & NICHOL (Primary Name)
Main Address:	4225 E. CONANT STREET, SUITE 101 LONG BEACH California 90808
County:	OUT OF STATE
License Mailing:	4225 E. CONANT STREET, SUITE 101 LONG BEACH CA 90808
County:	OUT OF STATE

License Information	
License Type:	Engineering Business Registry
Rank:	Registry
License Number:	4877
Status:	Current
Licensure Date:	12/04/1987
Expires:	



Ron DeSantis, Governor



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

LEHR, NANCY E.
2238 CYPRESS HOLLOW CT
SAFETY HARBOR FL 34695

LICENSE NUMBER: PE70619
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com

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.





Ron DeSantis, Governor



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

HERRMAN, MICHAEL NEAL
14613 CORAL BERRY DRIVE
TAMPA FL 33626

LICENSE NUMBER: PE66025
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com

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.





Ron DeSantis, Governor



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

CANNER, ISAAC W.
930 W CIMMERON DRIVE
TAMPA FL 33603

LICENSE NUMBER: PE77422
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com

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.



George F. Young, Inc. | Standard Rate Schedule |
(Rates listed below are PER HOUR, unless otherwise noted)

Surveying & Mapping	Rate	Civil Engineering	Rate	Structural Engineering	Rate
Principal Surveyor	\$250.00	Principal Engineer	\$260.00	Principal Structural	\$250.00
Surveyor III	\$230.00	Engineer III	\$235.00	Structural III	\$210.00
Surveyor II	\$195.00	Engineer II	\$185.00	Structural II	\$170.00
Surveyor I	\$145.00	Engineer I	\$140.00	Structural I	\$135.00
Building Info Modeling	Rate	GIS	Rate	Project Staff	Rate
BIM III	\$185.00	Geospatial Project Mgr	\$185.00	Principal	\$250.00
BIM II	\$150.00	Geospatial Analyst III	\$160.00	Project Coordinator III	\$130.00
BIM I	\$120.00	Geospatial Analyst II	\$135.00	Project Coordinator II	\$100.00
		Geospatial Analyst I	\$115.00	Project Coordinator I	\$85.00
Traffic Engineering	Rate	Ecology	Rate	Survey Crews **	Rate
Principal Traffic Eng.	\$335.00	Principal Ecologist	\$220.00	4 Person Crew	\$360.00
Traffic Engineer III	\$230.00	Senior Ecologist	\$155.00	3 Person Crew	\$285.00
Traffic Engineer II	\$195.00	Ecologist	\$120.00	2 Person Crew	\$210.00
Traffic Engineer I	\$150.00	Environmental Tech	\$100.00	1 Person Crew	\$125.00
Technicians	Rate	CEI Inspectors	Rate	Technical Designers	Rate
Technician III	\$130.00	Inspector III	\$175.00	Designer III	\$155.00
Technician II	\$110.00	Inspector II	\$150.00	Designer II	\$140.00
Technician I	\$90.00	Inspector I	\$125.00	Designer I	\$110.00

****Rates include transportation within a fifty (50) mile radius of office and basic equipment.**

****Rates do NOT include specialty equipment including boats. See equipment rates below.**

Subsurface Utility Designation and Location	Rate		Rate
Location Vac. Truck and Crew	\$295.00	Sr. Utility Project Manager	\$225.00
Designation Truck and Crew including GPR	\$245.00	Utility Project Manager	\$170.00
Ground Penetrating Radar (GPR) & Operator	\$185.00	Chief Utility Coordinator	\$225.00
Field Crew Supervisor	\$140.00	Utility Coordinator	\$160.00
MOT and Mobilization Fees to be negotiated for each project based upon field conditions.			

Specialty Survey Equipment	Rate			Rate	
24 Foot Survey Boat	\$1,250.00	Per Day	Side-By-Side	\$250.00	Per Day
Boats Under 24ft	\$500.00	Per Day	Navvis Scanner	\$500.00	Per Day
Mudd Ox Track Vehicle	\$500.00	Per Day	Static Laser Scanner	\$680.00	Per Day

Specialty Services	Rate			Rate	
Drone Remote Pilot	\$205.00	Per Hour	Drone Visual Observer	\$85.00	Per Hour

Legal Assistance	Rate
Preparation and/or Testimony	\$350.00

Per Diem (in Florida) | Standard per diem rates published by gsa.gov plus lodging at cost

Reimbursable Expenses | Sub consultant fees at cost plus 10%. Reimbursable expenses for prints, plots, reproductions at a rate of 3% of the total fee. Reimbursable mileage at the standard mileage rate for business travel published annually by the IRS. Client is responsible for direct payment of all application, permit, impact, recording, and bidding fees unless prior arrangements are made.

****** Standard rates are subject to annual increases. ******

EXHIBIT “B”

<i>Task Order Form-Continuing Contract for Professional Design Services</i>			
<i>Date of Task Order Request</i>			
<i>Firm Selected for Task</i>			
<i>Task (Project) Name</i>			
<i>Task Description (and other relevant details)</i>			
<i>Task Budget</i>			
<i>Task Proposal Due Date</i>			
<i>Thank you for your efforts on behalf of the City of St. Pete Beach. If there are any questions or additional information needed, please the Public Services Dept. @ 727-363-9243.</i>			
<i>Acknowledgement of Task Order:</i>			
<i>Frances Robustelli</i>	<i>Date</i>	<i>Signature</i>	<i>Date</i>
<i>City Manager</i>			
<i>City of St. Pete Beach</i>		<i>Name</i>	
		<i>Title</i>	
<i>Camden Mills</i>	<i>Date</i>		
<i>Public Services Director</i>		<i>Firm</i>	
<i>City of St. Pete Beach</i>			

EXHIBIT “C”

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: Steven Heise, PLS

Title: Senior Vice President - Survey

Company: George F Young Inc.

ATTEST:

City of St. Pete Beach

City Clerk

Frances Robustelli, City Manager

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 Pinellas 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 Pinellas 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, Pinellas 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 Pinellas 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 Pinellas 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 Pinellas County, Florida pre-approval.

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

- a. This is an acknowledgement that Pinellas 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, Pinellas 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 City of St. Pete Beach, FL. 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 City of St. Pete Beach, FL **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 25th day of August, 2025.

Signed: _____

Print Name: Steven Heise, PLS

Title: Senior Vice President - Survey

[END OF EXHIBIT]

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

Agenda Report

Agenda Title Name: Ratification of Reappointment of the Fifth Trustee to the Firefighter's Pension Board

Action Request: Motion to ratify the reappointment of Mr. Phil Milner as the fifth trustee to the Firefighter's Pension Board of Trustees

Strategic Objective: Operational Excellence

Date: February 24, 2026

Prepared By: Renee Rose, City Clerk

Through: Renee Rose, City Clerk

Summary of Issue: The term for Phil Milner, fifth trustee of the Firefighter's Pension Board of Trustees, expired. At the January Pension Board meeting, the Board voted to reappoint Phil Milner for a term to end in January 2028.

The Code of Ordinances outlines the fifth trustee appointment as follows: the fifth trustee is chosen by a majority of the other four trustees, and their name is submitted to the City Commission. Upon receipt of the fifth trustee's name, the City Commission shall, as a ministerial duty, appoint such a person to the Board of Trustees as its fifth trustee.

Funding: N/A

Attachments: 1. Phil Milner Ratification

St. Pete Beach Fire - 5th trustee seat - Phil Milner

From Tiffany Fair <Tiffany.Fair@foster-foster.com>

Date Fri 2026-02-13 6:12 AM

To Renee Rose <rrose@stpetebeach.org>; Renee Rose <rrose@stpetebeach.org>

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

Renee,

At the January 22, 2026 board meeting, the board voted for **Phil Milner** to serve another term as 5th trustee.

Following board approval, the 5th trustee must be appointed as a ministerial act by the board of Commissioners.

Can you please add this to the agenda for the next commission meeting?

Please advise the date of the next meeting and let me know if you need anything else.

Thank You,

Tiffany Fair, *Plan Administrator*

Cape Coral Office

2503 Del Prado Blvd. S.
Suite 502
Cape Coral, FL 33904



Naperville Office

184 Shuman Blvd.
Suite 305
Naperville, IL 60563

239.333.4TPA (4872)  **I 239.333.0177**  **I J**

NOTICE OF CONFIDENTIALITY: This transmission contains information that may be confidential and that may also be privileged. Unless you are the intended recipient of the message (or authorized to receive it for the intended recipient), you may not copy, forward, or otherwise use it, or disclose its contents to anyone else. If you have received this transmission in error, please notify us immediately and delete it from your system. Please keep in mind that any communication sent to our office may become public record by way of the client being referenced.

CONFIDENTIALITY AND HIPAA NOTICE: This email, including any attachments, contains information from Foster and Foster, which may be confidential or prohibited from any disclosure under the HIPAA

Privacy Rule or related laws, federal or state. The information is intended to be for the use of the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this email in error, please notify the sender immediately by "reply to sender only" message and destroy all electronic and hard copies of the communication, including attachments.

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

Agenda Report

Agenda Title Name: Final 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: February 24, 2026

Prepared By: Ralf Brookes, City Attorney

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 two different areas:
(a) communication facilities on private property (Ch 132), and
(b) small wireless facilities in the City-owned rights-of-way (Ch 132)

Why are we considering the proposed Amendments?
These amendments are intended to significantly increase local staff review of these facilities within the extent permitted by federal and state law preemptions. These amendments achieve the following:

- Discourage locating most communication facilities in residential neighborhoods and other low-intensity and/or environmentally-sensitive areas;
- Limit the height of most facilities 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;
- 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.

Although Florida Statutes contain limited state preemptions on home rule, both statutes still recognize some limited home rule police power authority of local governments allowing for limited-focus design regulations governing wireless ordinances that ensure review and negotiation of concerns under limited time deadlines frequently referred to as "shot clocks" involving public pedestrian and traffic safety, and ADA concerns, as well as aesthetic, landscaping, and impacts to historic districts for the protection for residents, communities, property values.

A. Facilities on Private Lands in Ch. 131

How the Proposed Revisions will still Comply With and Build on F.S. § 365.172(13) – “Emergency Communications Act”:

- Proposed Section 132-16.(b)(8)i, “Guidance for location,” uses the statutory negotiation period to discourage the placement of small wireless facilities in residential areas, which is allowed by the statutes as long as it is not an effective prohibition in that residential area.

- Proposed Section 131-5.(f) implements the voluntary waiver of timeframes a local government may request, but not require. Nothing in the statutes 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.

B. Facilities in City Rights of Way in 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.

F.S. § 337.401 only applies to the proposed revisions of Chapter 132 for wireless facilities located in the right-of-way.

- 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 contained in the 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)(10) statutory criteria setting the maximum size limits for micro-wireless facilities: “Small wireless facility” 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.”

- Proposed Section 132-15(a) adds new paragraphs (2), (3), and (4) that are within the statutory partial preemption as among the limited "carve outs" as an allowable basis for denial. If an application violates the issues listed in F.S. § 337.401(7)(b)11.a.-f.,

The proposed revisions to the ordinance comply with the statutory limitations while allowing the City to negotiate aspects of the state mandated allowance of small wireless facilities in the City rights-of-way.

Relevant provisions of state preemption law applicable to the City rights of way is reproduced below and contained as a separate attachment in the agenda packet:

Florida Statutes Section 337.401:

“4. Subject to paragraph (r), an authority [*i.e., City or County*] may not limit the placement, by minimum separation distances, of small wireless facilities, utility poles on which small wireless facilities are or will be collocated, or other at-grade communications facilities.

....

[paragraph (r), shown below]:

(r) An authority may require wireless providers to comply with objective design standards adopted by

ordinance.

The ordinance may only require:

1. A new utility pole that replaces an existing utility pole to be of substantially similar design, material, and color;
2. Reasonable spacing requirements concerning the location of a ground-mounted component of a small wireless facility which does not exceed 15 feet from the associated support structure; or
3. A small wireless facility to meet reasonable location context, color, camouflage, and concealment requirements, subject to the limitations in this subsection; and
4. A new utility pole used to support a small wireless facility to meet reasonable location context, color, and material of the predominant utility pole type at the proposed location of the new utility pole.

Such design standards under this paragraph may be waived by the authority upon a showing that the design standards are not reasonably compatible for the particular location of a small wireless facility or utility pole or are technically infeasible or that the design standards impose an excessive expense. The waiver must be granted or denied within 45 days after the date of the request.”

However, within 14 days after the date of filing the application, an authority may request that the proposed location of a small wireless facility be moved to another location in the right-of-way and placed on an alternative authority utility pole or support structure or placed on a new utility pole. The authority and the 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 applicant, the applicant must notify the authority of such acceptance and the application shall be deemed granted for any new location for which there is agreement and all other locations in the application. If an agreement is not reached, the applicant must notify the authority of such nonagreement and the authority 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.

Funding: N/A

Attachments:

1. Ordinance 2025-24
2. Ex A track changes to proposed Chapters 131 & 132 staff amendments for Second Reading Feb 10 2026
3. St. Pete Beach, FL - KC Expert Report 2_6_26
4. FS 337 401 excerpts in boldface

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 _____, 2026.

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 in the City's discretion the City, or resident, 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.~~

(p) All facilities shall meet applicable building codes.

(q) Nothing in this Chapter shall abrogate any private real property rights.

(q)

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 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;
 - 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 400 125 % height of tower whichever is greater
Non-residentially zoned lands or non residential uses	(1) None; only setbacks apply 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.

Commented [RB1]: Moved to chapter 131 only

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.
- 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.
 - In locations where the visual impact of the tower would be minimal, the landscaping requirement may be reduced or waived.
 - 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 ~~E~~equipment 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 ~~however no additional capacity, height, width or area on a tower or pole shall be required as part of the original permit application.~~
- (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 be 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. 131-4012. - 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 of 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 ~~registrant~~ under which it will transact business in with the city as set forth in Florida Statutes section 337.401(3)(a);

- (2) The address and telephone number of the registrant as set forth in 337.401(3)(a) ~~'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 as set forth in 337.401(3)(a) ~~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 equipment that is being registered and any other registration information set forth in 337.401(3)(a) ~~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) The City shall verify the legal status of the legal entity seeking to register ~~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 and any required proof of insurance or self-insuring status adequate to defend and cover claims as set forth in Florida Statutes section 337.401(3)(a);
- (10) Acknowledgment of the indemnity and other provisions of this chapter; ~~and All other additional information as set forth in Florida Statutes section 337.401(3)(a), including a statement of whether the registrant is a pass-through provider as defined in subparagraph (6)(a)1.; the registrant's federal employer identification number;~~
- (10) _____
- (11) Any changes or updates to the registration information shall be provided within 90 days as set forth in Florida Statutes section 337.401(3)(a) ~~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.

(a) 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.

(b) All facilities shall meet applicable building codes.

(c) Nothing in this Chapter shall abrogate any private real property rights.

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) ~~A Communications Services Tax shall be assessed by the City in lieu of a permit application fee pursuant to Florida Statutes section 337.401The appropriate application fee.~~
- (3) ~~Proof of authorization of structure occupancy for collocation on an existing structure. For structure occupancy collocation on an existing structure, t~~The applicant must submit a written copy of proof that the applicant is authorized to install its facility(ies) on ~~an existing collocation 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.~~
- ~~(4)~~
- (5) ~~Construction drawings that depict any ll 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 ordersnecessary information to determine compliance with placement limitations and restrictions on placement of communications facilities. See 337.401(3)(a) and 337.401(7)(g) and (h) including identification of all at-grade communications facilities within 50 feet of the proposed installation location for the placement of at-grade communications facilities and pursuant to Florida Statutes sections 337.401(7)(g) and (h) sufficient information to ensure the placement of proposed ground equipment and communications facilities does not:~~
 - ~~a. Materially interfere with the safe operation of traffic control equipment.~~
 - ~~b. Materially interfere with sight lines or clear zones for transportation, pedestrians, or public safety purposes.~~
 - ~~c. Materially interfere with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement.~~
 - ~~d. Materially fail to comply with the 2017 edition of the Florida Department of Transportation Utility Accommodation Manual.~~

- e. Fail to comply with applicable codes.
- f. Fail to comply with objective design standards authorized under 337.401(7)(r).

~~(5) -~~

- ~~(6) Site survey. For any small wireless facility, the applicant shall submit a survey prepared, signed and stamped by a licensed or registered engineer in accordance with state law. The survey must at a minimum 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) and traffic lanes. Although not required as part of an application, the city may conduct a site review of all; (ii) all private properties and property lines; (iii) existing and planned 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 to ensure pursuant to Florida Statutes sections 337.401(7)(g) and (h) sufficient information to ensure the placement of proposed ground equipment and communications facilities does not:~~
- ~~a. Materially interfere with the safe operation of traffic control equipment.~~
 - ~~b. Materially interfere with sight lines or clear zones for transportation, pedestrians, or public safety purposes.~~
 - ~~c. Materially interfere with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement.~~
 - ~~d. Materially fail to comply with the 2017 edition of the Florida Department of Transportation Utility Accommodation Manual.~~
 - ~~e. Fail to comply with applicable codes.~~
 - ~~f. Fail to comply with objective design standards authorized under 337.401(7)(r).~~

~~(6) Photographs, Aerial, Side Elevations or Computer Simulations:~~

- ~~(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. City may request additional information if needed to show compliance with the criteria listed above and the city will list options to demonstrate compliance including aerials, side elevations, sight line simulations, computer generated, photographic or other simulations or other appropriate alternative methods of providing sufficient information to ensure pursuant to Florida Statutes sections 337.401(7)(g) and (h) the placement of proposed ground equipment and communications facilities does not:~~
- ~~a. Materially interfere with the safe operation of traffic control equipment.~~

- b. Materially interfere with sight lines or clear zones for transportation, pedestrians, or public safety purposes.
- c. Materially interfere with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement.
- d. Materially fail to comply with the 2017 edition of the Florida Department of Transportation Utility Accommodation Manual.
- e. Fail to comply with applicable codes.
- f. Fail to comply with objective design standards authorized under 337.401(7)(r).

~~(7)~~ _i

- (8) Regulatory authorization. The applicant shall submit evidence of the applicant's~~Although not required as part of the city approval, additional regulatory status~~authorization may be required under federal and Florida law to provide the services and construct the small wireless facility proposed in the application by other state and federal agencies.
- (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 New pole locations should be placed within at least a 20-foot radius of from the trunk base of such an existing 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~~*Noise complaints.* ~~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.~~ The City will enforce noise regulations and may independently or as a result of a citizen complaint, investigate any reported noise emanating from any pole, tower or facility, the location and cause of such noise and potential remedies for any audible noises from any wireless facility.
- (13) If the application is for a new wireless facility that will not be attached to an existing utility pole, the city reviewer(s) shall conduct a site visit to ~~and the facility's proposed height will be greater than 30 feet then structural elevations of the facility(ies) shall include any determine whether there are 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. 132-4011. - 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-~~42~~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. 132-4615. - 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 of 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. 132-1716. - 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 or road shoulder 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 ~~may~~ use ~~either~~ wrap or paint that is similar to the pole color ~~or other alternatives~~. 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.

Commented [RB2]: Moved to chapter 131 only

- (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 colocation on an existing pole with existing lighting fixture, the lighting fixture shall be replaced if necessary and desired by the city or adjacent property owner. ~~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, shall be restored after any installation in a manner and degree approved by the city and shall meet all city right of way landscaping requirements, ~~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 new ground-mounted small wireless facilities with reasonable spacings at of at least three hundred (300) feet technically feasible, alternative locations 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 meets the locational requirements. 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 as the facility remains in the public rights-of-way to ensure pursuant to Florida Statutes sections 337.401(7)(g) and (h) the placement of proposed ground equipment and communications facilities does not:~~
 - a. Materially interfere with the safe operation of traffic control equipment.
 - b. Materially interfere with sight lines or clear zones for transportation, pedestrians, or public safety purposes.
 - c. Materially interfere with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement.
 - d. Materially fail to comply with the 2017 edition of the Florida Department of Transportation Utility Accommodation Manual.

e. Fail to comply with applicable codes.

f. Fail to comply with objective design standards authorized under 337.401(7)(r).

~~2.~~

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-~~20~~19. - 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-~~21~~20. - 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~~1. - 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-~~232~~2. - 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.

(b)

February 6, 2026

Expert Report of Kent Chamberlin, PhD

BY EMAIL (citycommission@stpetebeach.org)

St. Pete Beach, FL City Commission
155 Corey Avenue
St. Pete Beach, FL 33706

Mayor Adrian Petrilla
Commissioner Karen Marriott
Commissioner Lisa Robinson
Commissioner Betty Rzewnicki
Commissioner Jon Maldonado

RE: St. Pete Beach, FL Small Cell Antenna and Distributed Antenna System Siting.

Dear Mayor Petrilla and Honorable Members of the St. Pete Beach City Commission,

This expert report is being submitted to the City of St. Pete Beach, FL for assistance in its consideration of amendments to Chapter 132 of its Municipal Code.

The purpose of this report is to provide City Attorney Brooks, Mayor Petrilla, and the City Commissioners with a general understanding of how “small cell” antennas and distributed antenna system (“DAS”) nodes can nearly always provide a wireless carrier with its desired small cell antenna and DAS node coverage and capacity from multiple locations within a given target service area to meet the carrier’s identified service needs. As I will explain in greater detail below, the wireless industry’s common claim that ensuring adequate wireless network coverage requires placements at a specific rigidly defined sites is largely inaccurate. In reality, there is far greater siting flexibility than carriers generally acknowledge.

As Professor and Chair Emeritus of the Department of Electrical and Computer Engineering at the University of New Hampshire, I am well-qualified to present my expert opinion on this matter. My research focus has been in the fields of computational electromagnetics, radiofrequency (“RF”) engineering, and biomedical engineering. I draw on my nearly 40 years of research and academic expertise in reaching the expert conclusions discussed herein.

Synopsis of My Expert Qualifications.

I have appended my complete curriculum vitae to this report. But here, I highlight some of my past experiences that qualify me as an expert in this case. As previously stated, I am Professor and Chair Emeritus of the Department of Electrical and Computer Engineering at the University of New Hampshire. My primary area of research and teaching has been electromagnetics. I have performed funded research for more than 25 sponsors on efforts that have involved the modeling and measurement of electromagnetic fields. These sponsors include, but are not limited to, the Federal Aviation Administration (“FAA”), the U.S. Department of Justice (“DOJ”), the U.S. Navy, the U.S. Army, the U.S. Air Force, and the National Science Foundation.

The aspects of my experience that are most relevant to wireless network design are propagation modeling and interference modeling of wireless telecommunications systems. I have taught RF concepts at the undergraduate and graduate levels throughout my career. In fact, one of my most popular courses has been Computational Electromagnetics where I teach graduate engineering students the theory behind computer models and how to build and evaluate them, with a focus on RF propagation modeling. The models I have worked with are based upon theories including Geometrical Optics, Physical Optics, the Geometrical Theory of Diffraction, Finite-Difference, Time-Domain (“FDTD”), and Moving-Window FDTD. These theories are incorporated into standard industry RF propagation map-modeling software that wireless carriers frequently use to prepare their RF propagation maps.

Besides my research and teaching duties, I have served as Associate Editor for *IEEE Transactions on Antennas and Propagation*. This is the preeminent peer-reviewed, scientific publication in my field. Finally, I served on a formal New Hampshire State Commission tasked by the legislature with exploring issues relating to 5G and wireless radiation. My primary role was to provide guidance on RF engineering issues. I continue to perform reviews for the Institute of Electrical and Electronics Engineers and for other publications in related disciplines. Below is greater detail regarding my relevant experience:

Computer modeling of radio wave propagation: My early career work in RF propagation modeling began with modeling the Instrument Landing System (both the Localizer and Glide Slope) in the presence of irregular terrain, vegetation, and other scattering/absorbing objects. I incorporated this work into my doctoral dissertation, which earned the International Radio Technical Commission for Aeronautics William E. Jackson Award. Around this time, I wrote a seminal paper about the Longley-Rice model. This work is significant because contemporary propagation models, including the Forsk-Atoll propagation model often used by the wireless industry to generate its RF propagation maps, utilizes many of the features of the Longley-Rice model.

Interference Modeling: The modeling and analysis of RF interference is related to propagation modeling, as it requires a knowledge of signal levels of the equipment being protected from interference. I have performed work for the FAA exploring co- and adjacent channel interference at communication sites, with projects entitled “Capability Enhancement of the COSITE Computer Model for Use in Air-Ground Communications Facility Design and Telecommunications Analysis” and “Electromagnetic Interference Measurements on Emission

from Industrial, Scientific, and Medical (ISM) Equipment and Their Effects on ILS Localizer Receiver Performance.” I have also worked to resolve interference issues for the DOJ and the wireless telecommunications industry.

Public Safety and Security Issues: In a project funded by the DOJ, I was asked to investigate the vulnerability of cellphone communications in the event of an emergency. At the time, I was involved in studying cellphone communications during emergencies; they were known to saturate and fail, as there would be a surge of people using their cellphones to contact family and friends. While the problem of using cellular communications for emergency calls and first responders has largely been resolved, the vulnerability of cellphone communications to jamming remains. One of my roles in the DOJ effort was to look at other forms of communication that would not be as susceptible to these vulnerabilities, such as VHF/UHF police and fire radios and technologies such as Datacasting.

General Considerations for Small Cell Antenna and DAS Node Siting.

As a starting point, the design criteria are for small cell infrastructure siting and DAS nodes must be established. For the purposes of this discussion, the objective for small cell antenna and DAS node placement is to provide “reliable” coverage in a region, where reliable is defined as service that extends beyond just voice communication; access to the data network with a high probability of success and adequate throughput is now a pre-requisite for reliable service. In assessing if additional infrastructure is needed, there are two primary considerations that must be evaluated: coverage and capacity.

Capacity example: Consider having a wireless router in a room with only a few people accessing the router. Being in the same room as the router, those few people will receive a strong RF signal, and should have no problem accessing the internet. If more people enter the room with connected devices, there will be a point at which the router will no longer be able to accommodate them, even though they will all receive a strong RF signal from the router. This is an example of exceeding capacity while having adequate coverage (a typical home router will support roughly 10-20 devices before capacity is exhausted). The capacity issue in this case could be addressed by installing a higher capacity router. The relevance of this example to a proposed cell tower is that a new tower may not be necessary if capacity is the issue. Instead of building a new cell tower, upgrades to the existing equipment can usually be made.

Coverage example: Now, consider the case where someone connects to the internet via his wireless router and then steps outside of his house. Assuming that his only connection to the internet is through his in-home router, there will be a point at which the user loses the signal from his router and will no longer be able to communicate using his device. At that point, the user will have gone beyond the coverage area of his wireless router.

Although there is a relationship between capacity and coverage, they are not the same thing, and different approaches are often needed to resolve capacity constraints versus coverage limitations.

Alternative, Less Intrusive, and Technically Feasible Small Cell Antenna and DAS Node Siting Options Are Generally Available Today to Alleviate Coverage Gaps and to Increase Capacity.

How Do Small Cell Antennas Work?

Small cell wireless communications antennas are wireless transmission facilities used by mobile carriers to bolster wireless network coverage and capacity in localized areas. Small cell antennas are typically mounted on existing structures such as utility poles, streetlights, or buildings. Small cell wireless communications antennas work by connecting to the carrier's core network -- usually through fiber or cable backhaul -- and they transmit radiofrequency signals to nearby devices such as cellphones or laptop computers.

Small Cell Antennas are Particularly Appropriate for Use in St. Pete Beach.

St. Pete Beach, FL's topography is extremely flat and low-lying, with average elevations only about one to three feet above sea level. There are modest local variations in elevation (generally only a few feet higher or lower around the island). Flat terrain creates more favorable propagation conditions for small cell antennas because RF signals are less likely to be blocked, diffracted, or shadowed by topographic features frequently associated with abrupt and significant elevation changes. RF signals are transmitted via line-of-sight. Hills, ridges, and steep grade variations obstruct line-of-sight paths, create dead zones, and increase signal attenuation, which reduces the effective coverage radius and can result in increased demand for more precise siting.

Conversely, in relatively flat areas (such as exists in St. Pete Beach), RF signals propagate more uniformly outwardly from the source antenna, often allowing the same facility to serve a wider geographic area. This flat topography further allows for greater flexibility in antenna placement while still meeting coverage or capacity objectives. Variation in radius covered by a small cell antenna is dependent upon factors including, but not limited to, antenna height (utility-pole vs. rooftop), transmit power settings, local noise and interference levels, building density, and foliage.

A small cell antenna operating on a low-band spectrum (generally between 600-900 MHz) can cover a radius of roughly 2,600-8,200 feet. Small cell antennas operating on mid-band spectrum (1-6 GHz) will generally have a signal radius of about 800-2,000 feet. Small cell antennas operating on high-band spectrum, frequently referred to as mmWave technology, generally have a signal radius of approximately 200-600 feet, and up to about 800-1,000 feet under near-ideal, mostly line-of-sight conditions.

How Do DAS Nodes Work?

DAS nodes are spatially separated antenna nodes connected to a common signal source. DAS nodes work together to provide additional wireless coverage and/or capacity in a given area. Instead of relying on a single transmitter, a DAS node distributes the signal through multiple low-power antennas which are linked by fiber or coaxial cable to centralized radio equipment which feeds and coordinates the signal. By spreading transmission points across many locations, a DAS can improve signal uniformity and capacity in topographically challenging

areas or where service demand is concentrated. While small cells can also improve coverage and capacity in a given area, DAS nodes provide finer-grained placement flexibility and greater control over capacity distribution, making it a superior choice where localized high demand or multi-carrier service is required. DAS nodes typically operate on low- or mid-band frequencies (roughly 600 MHz-6 GHz). DAS nodes often only operate on mmWave frequencies in particularly dense or high-demand areas. If a DAS node and a small cell antenna are operating on the same frequency, at similar power, and under the same environmental conditions, their coverage radius will also be approximately the same.

Accordingly, the technical characteristics of small cell networks and DAS nodes, particularly in flat areas such as St. Pete Beach, mean that wireless carriers can, in many circumstances, select alternative, less intrusive, and technically feasible wireless infrastructure than a tall industrial multi-carrier macro cell tower, soaring close to 200 feet into the sky. In today's world, thirty years after the federal Telecommunications Act of 1996 unleashed a torrent of cell tower building across the nation, virtually all developed areas of the United States have been saturated with a primary layer of macro cell towers, except for wilderness areas and extreme rural regions. This is particularly the case in densely populated and developed regions of the country like the Tampa/St. Pete metro area.

That's not to say that capacity constraints may develop, requiring capacity upgrades. And isolated gaps in coverage may be present due to topographical particularities, dense foliage, or distance from the transmitting wireless facility. But the tremendous technological advances over the past thirty years have led to the development of effective flexible infrastructure solutions that are far less intrusive and unsightly than simply building another macro cell tower. Moreover, these technological developments mean that improving wireless coverage or capacity in a given area rarely depends on placement at a single, uniquely required location. There will almost always be many existing poles that can meet a provider's needs, or new poles can be installed. This offers a range of choices that can be ranked based on relative intrusiveness, safety facts such as structure failure risk to adjoining properties, pedestrian access to sidewalks, vehicular safety considerations, or visual impacts. Preferences for using structures at business or commercial locations rather than near residences or somewhere that would mar a treasured beach view can be applied to each candidate site.

[The FCC National Broadband Map Demonstrates That St. Pete Beach Already Has 100% Wireless Coverage. Why Are Wireless Companies Seeking Additional Wireless Telecommunications Infrastructure Where Good Wireless Coverage Already Exists?](#)

The Broadband DATA Act, 47 U.S.C. §643, mandates that all Internet Service Providers (“ISPs”), including wireless carriers, produce data twice each year to the FCC demonstrating their respective broadband coverage throughout the entire United States. The FCC takes this data and generates its National Broadband Map, which is kept up to date. According to the Act, it is “unlawful for any entity or individual to willfully and knowingly, or recklessly, submit information or data under this subchapter that is materially inaccurate with respect to the availability of broadband internet access service or the quality of service with respect to

broadband internet access service.” Per 47 C.F.R. §1.7004(d), each data filing provided by ISPs must include:

[A] certification signed by a corporate officer of the provider that the officer has examined the information contained in the submission and that, to the best of the officer’s actual knowledge, information, and belief, all statements of fact contained in the submission are true and correct. All providers also shall submit a certification of the accuracy of its submissions by a qualified engineer. The engineering certification shall state that the qualified engineer has direct knowledge of, or responsibility for, the generation of the provider's Broadband Data Collection filing. The qualified engineer shall also certify that he or she has examined the information contained in the submission and that, to the best of the engineer's actual knowledge, information, and belief, all statements of fact contained in the submission are true and correct, and in accordance with the service provider's ordinary course of network design and engineering.

The FCC's National Broadband Map provides detailed data about wireless coverage availability throughout the United States down to the local street address level. The FCC National Broadband Map is found at <https://broadbandmap.fcc.gov/home>. On the home page, a "Search by address" box allows a user to enter a desired street address. Once entered, a map showing whatever broadband and mobile coverage is available at that street address will be displayed, listing each wireless carrier providing service and specifying what type of service is available (e.g., 3G, 4G, 5G). Greater detail can be obtained by zooming in on the map, and broader coverage is shown if the user zooms out. Given the harsh penalties prescribed for providing inaccurate information to the FCC about a wireless carrier's coverage, the likelihood is very high that the wireless coverage information that the three major national wireless carriers, AT&T, T-Mobile, and Verizon self-report to the FCC in the FCC National Broadband map is highly accurate.

Relevant screenshots of the FCC National Broadband Map are presented below where you will plainly see that St. Pete Beach already has 100% wireless coverage from AT&T, T-Mobile, and Verizon.

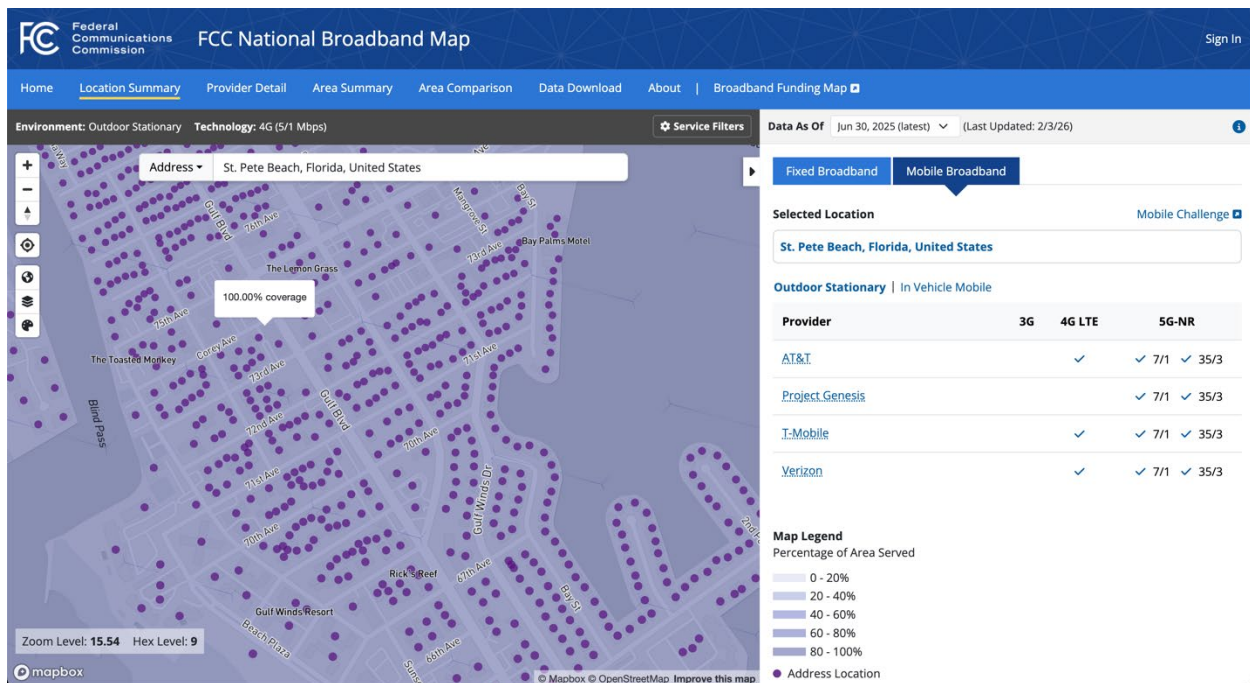


Figure: FCC National Broadband Map demonstrating 100% outdoor coverage for AT&T, Verizon, and T-Mobile at Corey Avenue and Gulf Boulevard in St. Pete Beach, Florida. Data last updated on February 3, 2026.

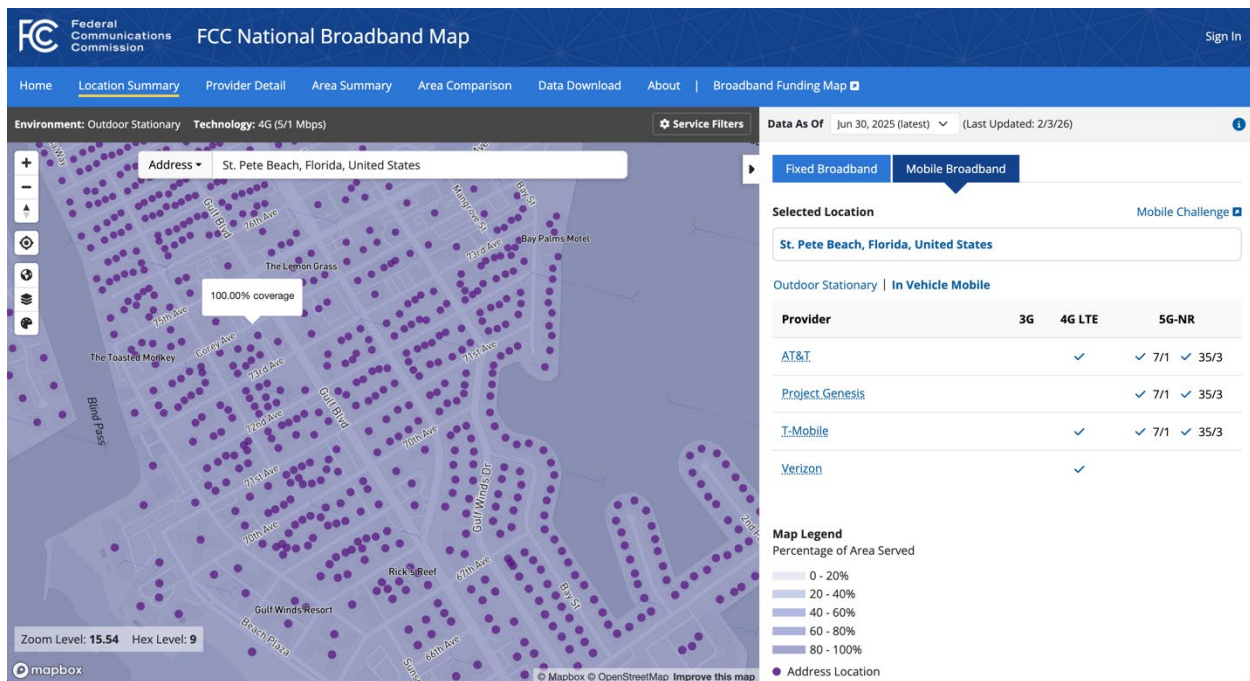


Figure: FCC National Broadband Map demonstrating 100% in-vehicle coverage for AT&T, Verizon, and T-Mobile at Corey Avenue and Gulf Boulevard in St. Pete Beach, Florida. Data last updated on February 3, 2026.

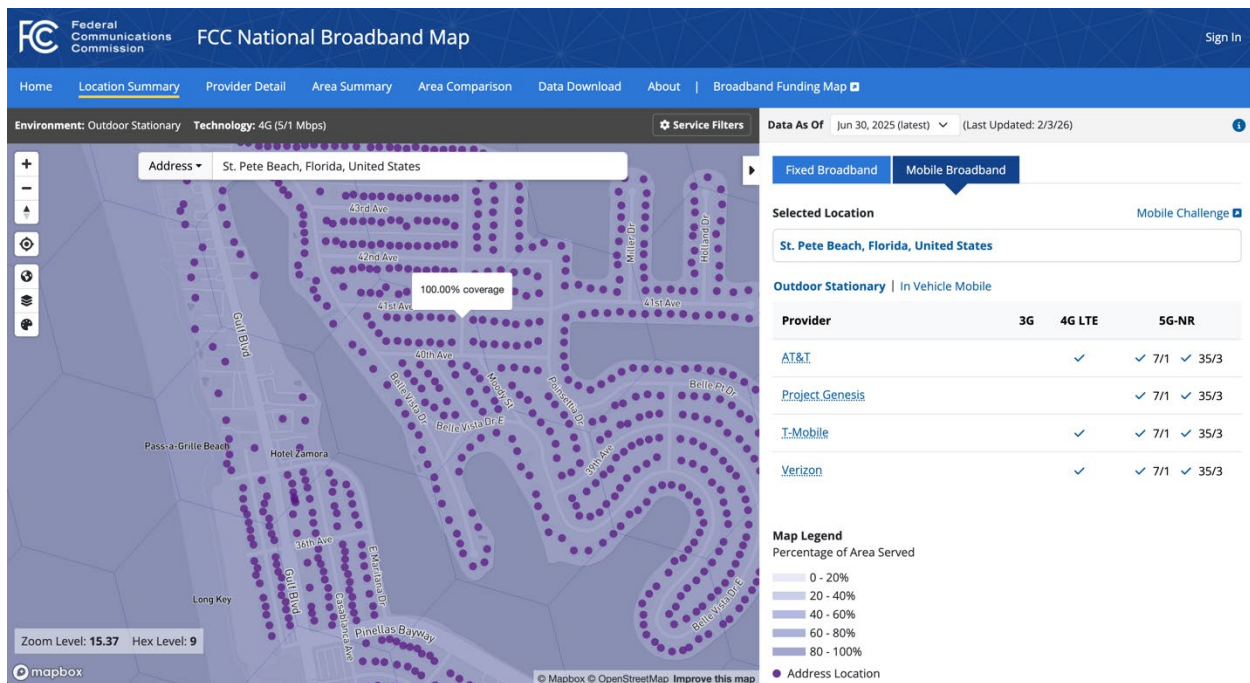


Figure: FCC National Broadband Map demonstrating 100% outdoor coverage for AT&T, Verizon, and T-Mobile at 41st Avenue in St. Pete Beach, Florida. Data last updated on February 3, 2026.

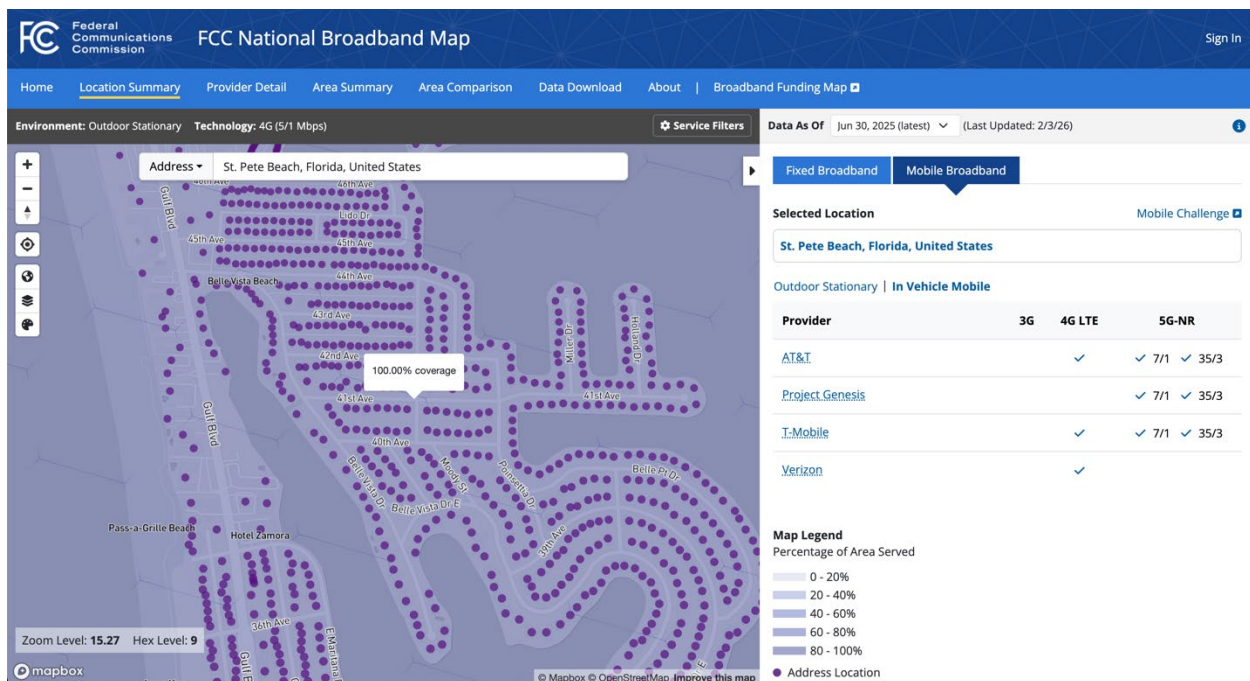


Figure: FCC National Broadband Map demonstrating 100% in-vehicle coverage for AT&T, Verizon, and T-Mobile at 41st Avenue in St. Pete Beach, Florida. Data last updated on February 3, 2026.

When I served on the New Hampshire Commission, we tried to understand why industry was so aggressive in deploying new cell towers and other forms of wireless telecommunications equipment in areas with good existing wireless coverage. The answer is increasingly clear that

they are doing so to garner a market share in the home internet market by offering a wireless option rather than the wired option that most of us currently use.

For customers enrolled in the wireless home internet option, they receive a small device that plugs into a standard electrical outlet. This small device provides internet access within the home via Wi-Fi. Unlike conventional routers that connect via fiber optics or cable, the devices connect to the internet through a wireless connection provided by nearby cell towers. The home internet market is huge, currently exceeding \$550 billion per year and expected to increase to over \$850 billion per year in the next few years. The only way that the wireless industry can overtake wired service providers (cable companies) is to build out wireless infrastructure beyond what is needed for cellphone use. According to an October 23, 2024 news article published in *Fierce Wireless*, Verizon plans to build out its 5G fixed wireless access network to 90 million homes by 2028. During Verizon's 2024 third quarter earnings call, former Verizon CEO, Hans Vestberg, stated: "...fixed wireless access is generating more than \$550 million in revenue." Principal analyst, Roy Chua, of AvidThink noted: "They're obviously bullish on fixed wireless." (See <https://www.fierce-network.com/wireless/verizon-doubles-down-fwa-q3-call>). As reported by *Broadband Breakfast* on October 22, 2025, "...fixed wireless has become a part of AT&T's plan to push bundled home and mobile broadband." The company boasts the addition of 260,000 fixed wireless subscribers in the third quarter of 2025. (See <https://broadbandbreakfast.com/at-t-adds-270-000-fixed-wireless-288-000-fiber-subs/>). These trends make clear that major national carriers are rapidly expanding and heavily investing in fixed wireless as a central component of their broadband business strategies.

There are myriad reasons why wireless home internet is not a good idea (e.g., security concerns, network jamming concerns, limited communications options, etc.) and using it as a reason to build unnecessary infrastructure is one of them.

Conclusion.

Given their relatively sizable service footprints, there is almost never only one location where a small cell antenna or DAS node *must* be installed at a specific location to serve a particular area. Many times, a neighborhood resident will wake up one morning and see a small cell antenna has been attached to a utility pole perhaps 15 feet away from his or her home, right outside a young child's second story bedroom window. Under many municipalities' codes, the resident will have received no notice beforehand that such a wireless facility has been proposed. And under many codes, the permitting for such a wireless facility is handled administratively, and the public has no opportunity or right to object to the location. Yet less intrusive and technically feasible alternative siting options almost always exist, allowing cities like St. Pete Beach to balance wireless service needs with legitimate and reasonable concerns including neighborhood aesthetics, protection of property values, historic preservation, and public safety (e.g. fire hazards and structural integrity). And even if no suitable pole is available to support a small cell antenna or DAS node at a less intrusive, technologically feasible alternative location than the location proposed by the site developer or wireless carrier, a new pole could be installed to house the facility at an appropriate site in the public right-of-way.

Please do not hesitate to contact me with any questions or concerns regarding the contents of this report, or more generally, about small cell antennas and DAS node siting. Thank you.

Respectfully submitted,

Kent Chamberlin, PhD

Excerpt language from Florida Statutes Section 337.401

(emphasis added in **boldface underline**)

“4. **Subject to paragraph (r)**, an authority [*i.e., City or County*] **may not** limit the placement, **by minimum separation distances**, of small wireless facilities, utility poles on which small wireless facilities are or will be collocated, or other at-grade communications facilities.

...

[paragraph (r), shown below]:

(r) An authority may require wireless providers to comply with **objective design standards** adopted by ordinance.

The ordinance may only require:

1. A new utility pole that replaces an existing utility pole to be of substantially similar design, material, and color;
2. **Reasonable spacing requirements concerning the location of a ground-mounted component of a small wireless facility which does not exceed 15 feet from the associated support structure; or**
3. A small wireless facility to meet reasonable location context, color, camouflage, and concealment requirements, subject to the limitations in this subsection; and
4. A **new utility pole** used to support a small wireless facility to meet **reasonable location context**, color, and material **of the predominant utility pole type at the proposed location** of the new utility pole.

Such design standards under this paragraph may be waived by the authority upon a showing that the design standards are not reasonably compatible for the particular location of a small wireless facility or utility pole or are technically infeasible or that the design standards impose an excessive expense. The waiver must be granted or denied within 45 days after the date of the request.”

4. However, within 14 days after the date of filing the application, an authority may request that the proposed location of a small wireless facility **be moved to another location in the right-of-way and placed on an alternative authority utility pole or support structure or placed on a new utility pole**. The authority and the 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 applicant, the applicant must notify the authority of such acceptance and the application shall be deemed granted for any new location for which there is agreement and all other locations in the application. **If an agreement is not reached, the applicant must notify the authority of such nonagreement and the authority 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.

11. An authority may deny an application to collocate a small wireless facility or place a utility pole used to support a small wireless facility in the public rights-of-way if the proposed small wireless facility or utility pole used to support a small wireless facility:

- 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.**
- c. Materially interferes with compliance with the **Americans with Disabilities Act** or similar federal or state standards regarding pedestrian access or movement.
- d. Materially fails to comply with the 2017 edition of the **Florida Department of Transportation Utility Accommodation Manual**.
- e. Fails to comply with **applicable codes**.
- f. Fails to comply with objective design standards authorized under **paragraph (r)**.

(6) (k) **This subsection does not limit a local government's authority to enforce historic preservation zoning regulations** consistent with the preservation of local zoning authority under 47 U.S.C. s. 332(c)(7), the requirements for facility modifications under 47 U.S.C. s. 1455(a), or the National Historic Preservation Act of 1966, as amended, and the regulations adopted to implement such laws. **An authority may enforce local codes, administrative rules, or regulations adopted by ordinance in effect on April 1, 2017, which are applicable to a historic area designated by the state or authority.** An authority may enforce pending local ordinances, administrative rules, or regulations applicable to a historic area **designated by the state** if the intent to adopt such changes has been publicly declared on or before April 1, 2017. An authority may waive any ordinances or other requirements that are subject to this paragraph.

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

Agenda Report

Agenda Title Name: First Reading Ordinance 2026-03: Amending Code of Ordinances Chapter 132 Pertaining to Communication and Small Wireless Facilities Design Standards

Action Request: Motion to [adopt/adopt with modification/deny/continue to [specify date certain]] Ordinance 2026-03.

Strategic Objective: Reliable Infrastructure

Date: February 24, 2026

Prepared By: Ralf Brookes, City Attorney

Through: Frances Robustelli, City Manager

Summary of Issue: The subject ordinance includes amendments to Wireless Facilities in Chapter 132 of the City Code of Ordinances, which regulate small wireless facilities in the City-owned rights-of-way

This ordinance would amend the prior wireless Ordinance to add two additional provisions:

Sec. 132 -16 Design standards. (b) *General placement requirements within public rights-of-way.*

"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 30 feet 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. Applicants may request a variance per the requirements of Sec. 98-126. et. seq."

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 new ground-mounted small wireless facilities with spacings of at least 500 feet ~~at technically feasible, alternative locations~~ from other ground-mounted small wireless facilities in the public rights-of-way.

These provisions are in addition to the provisions of the prior ordinance and would amend the prior ordinance to include the setback and separation distance for ground mounted equipment.

Relevant provisions of state preemption law applicable to the City rights of way is reproduced below and contained as a separate attachment in the agenda packet:

Florida Statutes Section 337.401:

“4. Subject to paragraph (r), an authority [*i.e., City or County*] may not limit the placement, by minimum separation distances, of small wireless facilities, utility poles on which small wireless facilities are or will be collocated, or other at-grade communications facilities.

....

[paragraph (r), shown below]:

(r) An authority may require wireless providers to comply with objective design standards adopted by ordinance.

The ordinance may only require:

1. A new utility pole that replaces an existing utility pole to be of substantially similar design, material, and color;
2. Reasonable spacing requirements concerning the location of a ground-mounted component of a small wireless facility which does not exceed 15 feet from the associated support structure; or
3. A small wireless facility to meet reasonable location context, color, camouflage, and concealment requirements, subject to the limitations in this subsection; and
4. A new utility pole used to support a small wireless facility to meet reasonable location context, color, and material of the predominant utility pole type at the proposed location of the new utility pole.

Such design standards under this paragraph may be waived by the authority upon a showing that the design standards are not reasonably compatible for the

particular location of a small wireless facility or utility pole or are technically infeasible or that the design standards impose an excessive expense. The waiver must be granted or denied within 45 days after the date of the request.”

However, within 14 days after the date of filing the application, an authority may request that the proposed location of a small wireless facility be moved to another location in the right-of-way and placed on an alternative authority utility pole or support structure or placed on a new utility pole. The authority and the 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 applicant, the applicant must notify the authority of such acceptance and the application shall be deemed granted for any new location for which there is agreement and all other locations in the application. If an agreement is not reached, the applicant must notify the authority of such nonagreement and the authority 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.

Funding:

N/A

Attachments:

1. Ordinance 2026-03 Amending Wireless Ch 132 design standards section 132-16 v 2 12 2026
2. EXHIBIT A Track Changes to second ordinance v 2 18 2026
3. staff alternative EXHIBIT A Track Changes to second ordinance v 2 13 2026
4. St. Pete Beach, FL - KC Expert Report 2_6_26
5. FS 337 401 excerpts in boldface

Ordinance 2026-03

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AMENDMENTS TO THE CODE OF ORDINANCES CHAPTER 132 COMMUNICATION FACILITIES IN THE CITY RIGHTS-OF-WAY, SEC. 132-16 DESIGN STANDARDS; 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 132 COMMUNICATION FACILITIES IN THE CITY RIGHTS-OF-WAY, SEC. 132-16 DESIGN STANDARDS 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 _____, 2026.

Renee Rose, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Ralf Brookes, City Attorney

EXHIBIT A – TRACK CHANGES

Sec. 132 -16 Design standards.

(b) *General placement requirements within public rights-of-way.*

(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 or road shoulder area. Setbacks from property lines shall be based on site-specific aesthetic and public safety concerns. In order to protect public safety, there shall be a minimum setback of at least 30 feet from any private property line for the pole or other supporting structure on which the proposed facilities are to be located, as measured from the closest point of the facility to the property line. The purpose of this setback is to prevent damage to private property in the event of structural failure and to mitigate adverse visual effects to adjacent property owners. The setback requirement is separate from the spacing requirements in Sec. 132-16(8)(i)(2) Applicants may request a variance pursuant to the requirements of Sec. 98-126 et. seq.

(8) *New and replacement utility poles; general, city-wide placement and maintenance standards.*

(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. 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 new ground-mounted small wireless facilities with spacings of at least 500 feet ~~at technically feasible, alternative locations~~ 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 meets the locational requirements to ensure pursuant to Florida Statutes sections 337.401(7)(g) and (h) the placement of proposed ground equipment and communications facilities does not:
 - a. Materially interfere with the safe operation of traffic control equipment.
 - b. Materially interfere with sight lines or clear zones for transportation, pedestrians, or public safety purposes.
 - c. Materially interfere with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement.
 - d. Materially fail to comply with the 2017 edition of the Florida Department of Transportation Utility Accommodation Manual.
 - e. Fail to comply with applicable codes.
 - f. Fail to comply with objective design standards authorized under 337.401(7)(r).

STAFF ALTERNATIVE VERSION

EXHIBIT A – TRACK CHANGES

Citizen Additions in **underline highlight**

Additional Staff Recommendations in **boldface**

Sec. 132 -16 Design standards.

(b) *General placement requirements within public rights-of-way.*

(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 or road shoulder 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 30 feet wherever possible and technically feasible 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. Applicants may request a variance per the requirements of Sec. 98-126. et. seq. The city may request and the wireless provider applicant may negotiate an alternative location, including any objective design standards and reasonable spacing requirements, 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.**

(8) New and replacement utility poles; general, city-wide placement and maintenance standards.

(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. 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 new ground-mounted small wireless facilities with spacings **of at least 500 feet wherever possible at technically feasible, alternative locations** 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 meets the locational requirements to ensure pursuant to Florida Statutes sections 337.401(7)(g) and (h) the placement of proposed ground equipment and communications facilities does not:

- a. Materially interfere with the safe operation of traffic control equipment.
- b. Materially interfere with sight lines or clear zones for transportation, pedestrians, or public safety purposes.
- c. Materially interfere with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement.
- d. Materially fail to comply with the 2017 edition of the Florida Department of Transportation Utility Accommodation Manual.
- e. Fail to comply with applicable codes.
- f. Fail to comply with objective design standards authorized under 337.401(7)(r).

The city may request and the wireless provider applicant may negotiate an 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.

February 6, 2026

Expert Report of Kent Chamberlin, PhD

BY EMAIL (citycommission@stpetebeach.org)

St. Pete Beach, FL City Commission
155 Corey Avenue
St. Pete Beach, FL 33706

Mayor Adrian Petrilla
Commissioner Karen Marriott
Commissioner Lisa Robinson
Commissioner Betty Rzewnicki
Commissioner Jon Maldonado

RE: St. Pete Beach, FL Small Cell Antenna and Distributed Antenna System Siting.

Dear Mayor Petrilla and Honorable Members of the St. Pete Beach City Commission,

This expert report is being submitted to the City of St. Pete Beach, FL for assistance in its consideration of amendments to Chapter 132 of its Municipal Code.

The purpose of this report is to provide City Attorney Brooks, Mayor Petrilla, and the City Commissioners with a general understanding of how “small cell” antennas and distributed antenna system (“DAS”) nodes can nearly always provide a wireless carrier with its desired small cell antenna and DAS node coverage and capacity from multiple locations within a given target service area to meet the carrier’s identified service needs. As I will explain in greater detail below, the wireless industry’s common claim that ensuring adequate wireless network coverage requires placements at a specific rigidly defined sites is largely inaccurate. In reality, there is far greater siting flexibility than carriers generally acknowledge.

As Professor and Chair Emeritus of the Department of Electrical and Computer Engineering at the University of New Hampshire, I am well-qualified to present my expert opinion on this matter. My research focus has been in the fields of computational electromagnetics, radiofrequency (“RF”) engineering, and biomedical engineering. I draw on my nearly 40 years of research and academic expertise in reaching the expert conclusions discussed herein.

Synopsis of My Expert Qualifications.

I have appended my complete curriculum vitae to this report. But here, I highlight some of my past experiences that qualify me as an expert in this case. As previously stated, I am Professor and Chair Emeritus of the Department of Electrical and Computer Engineering at the University of New Hampshire. My primary area of research and teaching has been electromagnetics. I have performed funded research for more than 25 sponsors on efforts that have involved the modeling and measurement of electromagnetic fields. These sponsors include, but are not limited to, the Federal Aviation Administration (“FAA”), the U.S. Department of Justice (“DOJ”), the U.S. Navy, the U.S. Army, the U.S. Air Force, and the National Science Foundation.

The aspects of my experience that are most relevant to wireless network design are propagation modeling and interference modeling of wireless telecommunications systems. I have taught RF concepts at the undergraduate and graduate levels throughout my career. In fact, one of my most popular courses has been Computational Electromagnetics where I teach graduate engineering students the theory behind computer models and how to build and evaluate them, with a focus on RF propagation modeling. The models I have worked with are based upon theories including Geometrical Optics, Physical Optics, the Geometrical Theory of Diffraction, Finite-Difference, Time-Domain (“FDTD”), and Moving-Window FDTD. These theories are incorporated into standard industry RF propagation map-modeling software that wireless carriers frequently use to prepare their RF propagation maps.

Besides my research and teaching duties, I have served as Associate Editor for *IEEE Transactions on Antennas and Propagation*. This is the preeminent peer-reviewed, scientific publication in my field. Finally, I served on a formal New Hampshire State Commission tasked by the legislature with exploring issues relating to 5G and wireless radiation. My primary role was to provide guidance on RF engineering issues. I continue to perform reviews for the Institute of Electrical and Electronics Engineers and for other publications in related disciplines. Below is greater detail regarding my relevant experience:

Computer modeling of radio wave propagation: My early career work in RF propagation modeling began with modeling the Instrument Landing System (both the Localizer and Glide Slope) in the presence of irregular terrain, vegetation, and other scattering/absorbing objects. I incorporated this work into my doctoral dissertation, which earned the International Radio Technical Commission for Aeronautics William E. Jackson Award. Around this time, I wrote a seminal paper about the Longley-Rice model. This work is significant because contemporary propagation models, including the Forsk-Atoll propagation model often used by the wireless industry to generate its RF propagation maps, utilizes many of the features of the Longley-Rice model.

Interference Modeling: The modeling and analysis of RF interference is related to propagation modeling, as it requires a knowledge of signal levels of the equipment being protected from interference. I have performed work for the FAA exploring co- and adjacent channel interference at communication sites, with projects entitled “Capability Enhancement of the COSITE Computer Model for Use in Air-Ground Communications Facility Design and Telecommunications Analysis” and “Electromagnetic Interference Measurements on Emission

from Industrial, Scientific, and Medical (ISM) Equipment and Their Effects on ILS Localizer Receiver Performance.” I have also worked to resolve interference issues for the DOJ and the wireless telecommunications industry.

Public Safety and Security Issues: In a project funded by the DOJ, I was asked to investigate the vulnerability of cellphone communications in the event of an emergency. At the time, I was involved in studying cellphone communications during emergencies; they were known to saturate and fail, as there would be a surge of people using their cellphones to contact family and friends. While the problem of using cellular communications for emergency calls and first responders has largely been resolved, the vulnerability of cellphone communications to jamming remains. One of my roles in the DOJ effort was to look at other forms of communication that would not be as susceptible to these vulnerabilities, such as VHF/UHF police and fire radios and technologies such as Datacasting.

General Considerations for Small Cell Antenna and DAS Node Siting.

As a starting point, the design criteria are for small cell infrastructure siting and DAS nodes must be established. For the purposes of this discussion, the objective for small cell antenna and DAS node placement is to provide “reliable” coverage in a region, where reliable is defined as service that extends beyond just voice communication; access to the data network with a high probability of success and adequate throughput is now a pre-requisite for reliable service. In assessing if additional infrastructure is needed, there are two primary considerations that must be evaluated: coverage and capacity.

Capacity example: Consider having a wireless router in a room with only a few people accessing the router. Being in the same room as the router, those few people will receive a strong RF signal, and should have no problem accessing the internet. If more people enter the room with connected devices, there will be a point at which the router will no longer be able to accommodate them, even though they will all receive a strong RF signal from the router. This is an example of exceeding capacity while having adequate coverage (a typical home router will support roughly 10-20 devices before capacity is exhausted). The capacity issue in this case could be addressed by installing a higher capacity router. The relevance of this example to a proposed cell tower is that a new tower may not be necessary if capacity is the issue. Instead of building a new cell tower, upgrades to the existing equipment can usually be made.

Coverage example: Now, consider the case where someone connects to the internet via his wireless router and then steps outside of his house. Assuming that his only connection to the internet is through his in-home router, there will be a point at which the user loses the signal from his router and will no longer be able to communicate using his device. At that point, the user will have gone beyond the coverage area of his wireless router.

Although there is a relationship between capacity and coverage, they are not the same thing, and different approaches are often needed to resolve capacity constraints versus coverage limitations.

Alternative, Less Intrusive, and Technically Feasible Small Cell Antenna and DAS Node Siting Options Are Generally Available Today to Alleviate Coverage Gaps and to Increase Capacity.

How Do Small Cell Antennas Work?

Small cell wireless communications antennas are wireless transmission facilities used by mobile carriers to bolster wireless network coverage and capacity in localized areas. Small cell antennas are typically mounted on existing structures such as utility poles, streetlights, or buildings. Small cell wireless communications antennas work by connecting to the carrier's core network -- usually through fiber or cable backhaul -- and they transmit radiofrequency signals to nearby devices such as cellphones or laptop computers.

Small Cell Antennas are Particularly Appropriate for Use in St. Pete Beach.

St. Pete Beach, FL's topography is extremely flat and low-lying, with average elevations only about one to three feet above sea level. There are modest local variations in elevation (generally only a few feet higher or lower around the island). Flat terrain creates more favorable propagation conditions for small cell antennas because RF signals are less likely to be blocked, diffracted, or shadowed by topographic features frequently associated with abrupt and significant elevation changes. RF signals are transmitted via line-of-sight. Hills, ridges, and steep grade variations obstruct line-of-sight paths, create dead zones, and increase signal attenuation, which reduces the effective coverage radius and can result in increased demand for more precise siting.

Conversely, in relatively flat areas (such as exists in St. Pete Beach), RF signals propagate more uniformly outwardly from the source antenna, often allowing the same facility to serve a wider geographic area. This flat topography further allows for greater flexibility in antenna placement while still meeting coverage or capacity objectives. Variation in radius covered by a small cell antenna is dependent upon factors including, but not limited to, antenna height (utility-pole vs. rooftop), transmit power settings, local noise and interference levels, building density, and foliage.

A small cell antenna operating on a low-band spectrum (generally between 600-900 MHz) can cover a radius of roughly 2,600-8,200 feet. Small cell antennas operating on mid-band spectrum (1-6 GHz) will generally have a signal radius of about 800-2,000 feet. Small cell antennas operating on high-band spectrum, frequently referred to as mmWave technology, generally have a signal radius of approximately 200-600 feet, and up to about 800-1,000 feet under near-ideal, mostly line-of-sight conditions.

How Do DAS Nodes Work?

DAS nodes are spatially separated antenna nodes connected to a common signal source. DAS nodes work together to provide additional wireless coverage and/or capacity in a given area. Instead of relying on a single transmitter, a DAS node distributes the signal through multiple low-power antennas which are linked by fiber or coaxial cable to centralized radio equipment which feeds and coordinates the signal. By spreading transmission points across many locations, a DAS can improve signal uniformity and capacity in topographically challenging

areas or where service demand is concentrated. While small cells can also improve coverage and capacity in a given area, DAS nodes provide finer-grained placement flexibility and greater control over capacity distribution, making it a superior choice where localized high demand or multi-carrier service is required. DAS nodes typically operate on low- or mid-band frequencies (roughly 600 MHz-6 GHz). DAS nodes often only operate on mmWave frequencies in particularly dense or high-demand areas. If a DAS node and a small cell antenna are operating on the same frequency, at similar power, and under the same environmental conditions, their coverage radius will also be approximately the same.

Accordingly, the technical characteristics of small cell networks and DAS nodes, particularly in flat areas such as St. Pete Beach, mean that wireless carriers can, in many circumstances, select alternative, less intrusive, and technically feasible wireless infrastructure than a tall industrial multi-carrier macro cell tower, soaring close to 200 feet into the sky. In today's world, thirty years after the federal Telecommunications Act of 1996 unleashed a torrent of cell tower building across the nation, virtually all developed areas of the United States have been saturated with a primary layer of macro cell towers, except for wilderness areas and extreme rural regions. This is particularly the case in densely populated and developed regions of the country like the Tampa/St. Pete metro area.

That's not to say that capacity constraints may develop, requiring capacity upgrades. And isolated gaps in coverage may be present due to topographical particularities, dense foliage, or distance from the transmitting wireless facility. But the tremendous technological advances over the past thirty years have led to the development of effective flexible infrastructure solutions that are far less intrusive and unsightly than simply building another macro cell tower. Moreover, these technological developments mean that improving wireless coverage or capacity in a given area rarely depends on placement at a single, uniquely required location. There will almost always be many existing poles that can meet a provider's needs, or new poles can be installed. This offers a range of choices that can be ranked based on relative intrusiveness, safety facts such as structure failure risk to adjoining properties, pedestrian access to sidewalks, vehicular safety considerations, or visual impacts. Preferences for using structures at business or commercial locations rather than near residences or somewhere that would mar a treasured beach view can be applied to each candidate site.

[The FCC National Broadband Map Demonstrates That St. Pete Beach Already Has 100% Wireless Coverage. Why Are Wireless Companies Seeking Additional Wireless Telecommunications Infrastructure Where Good Wireless Coverage Already Exists?](#)

The Broadband DATA Act, 47 U.S.C. §643, mandates that all Internet Service Providers (“ISPs”), including wireless carriers, produce data twice each year to the FCC demonstrating their respective broadband coverage throughout the entire United States. The FCC takes this data and generates its National Broadband Map, which is kept up to date. According to the Act, it is “unlawful for any entity or individual to willfully and knowingly, or recklessly, submit information or data under this subchapter that is materially inaccurate with respect to the availability of broadband internet access service or the quality of service with respect to

broadband internet access service.” Per 47 C.F.R. §1.7004(d), each data filing provided by ISPs must include:

[A] certification signed by a corporate officer of the provider that the officer has examined the information contained in the submission and that, to the best of the officer’s actual knowledge, information, and belief, all statements of fact contained in the submission are true and correct. All providers also shall submit a certification of the accuracy of its submissions by a qualified engineer. The engineering certification shall state that the qualified engineer has direct knowledge of, or responsibility for, the generation of the provider's Broadband Data Collection filing. The qualified engineer shall also certify that he or she has examined the information contained in the submission and that, to the best of the engineer's actual knowledge, information, and belief, all statements of fact contained in the submission are true and correct, and in accordance with the service provider's ordinary course of network design and engineering.

The FCC's National Broadband Map provides detailed data about wireless coverage availability throughout the United States down to the local street address level. The FCC National Broadband Map is found at <https://broadbandmap.fcc.gov/home>. On the home page, a "Search by address" box allows a user to enter a desired street address. Once entered, a map showing whatever broadband and mobile coverage is available at that street address will be displayed, listing each wireless carrier providing service and specifying what type of service is available (e.g., 3G, 4G, 5G). Greater detail can be obtained by zooming in on the map, and broader coverage is shown if the user zooms out. Given the harsh penalties prescribed for providing inaccurate information to the FCC about a wireless carrier's coverage, the likelihood is very high that the wireless coverage information that the three major national wireless carriers, AT&T, T-Mobile, and Verizon self-report to the FCC in the FCC National Broadband map is highly accurate.

Relevant screenshots of the FCC National Broadband Map are presented below where you will plainly see that St. Pete Beach already has 100% wireless coverage from AT&T, T-Mobile, and Verizon.

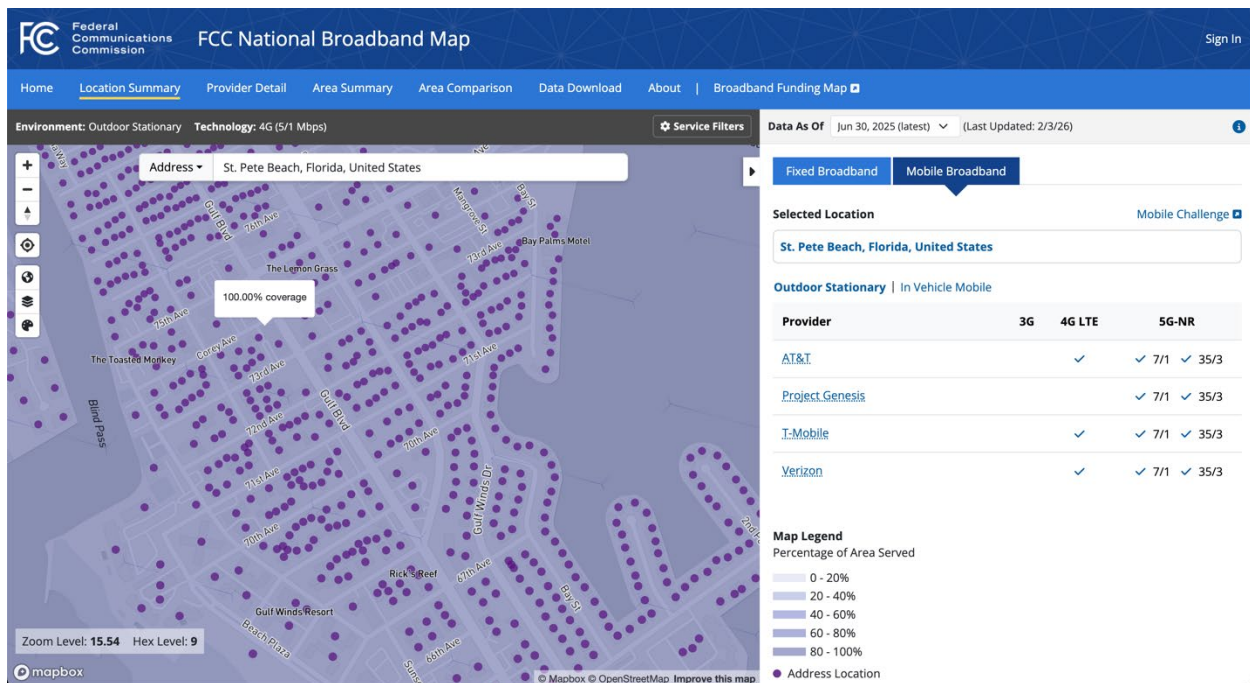


Figure: FCC National Broadband Map demonstrating 100% outdoor coverage for AT&T, Verizon, and T-Mobile at Corey Avenue and Gulf Boulevard in St. Pete Beach, Florida. Data last updated on February 3, 2026.

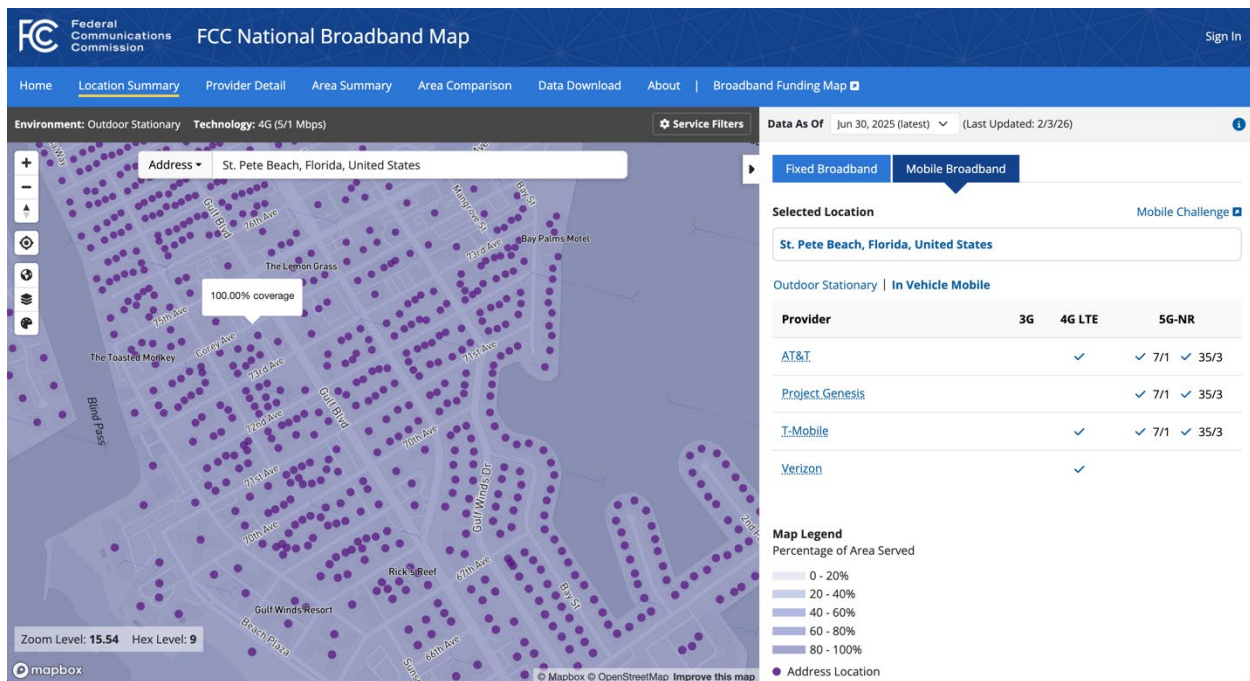


Figure: FCC National Broadband Map demonstrating 100% in-vehicle coverage for AT&T, Verizon, and T-Mobile at Corey Avenue and Gulf Boulevard in St. Pete Beach, Florida. Data last updated on February 3, 2026.

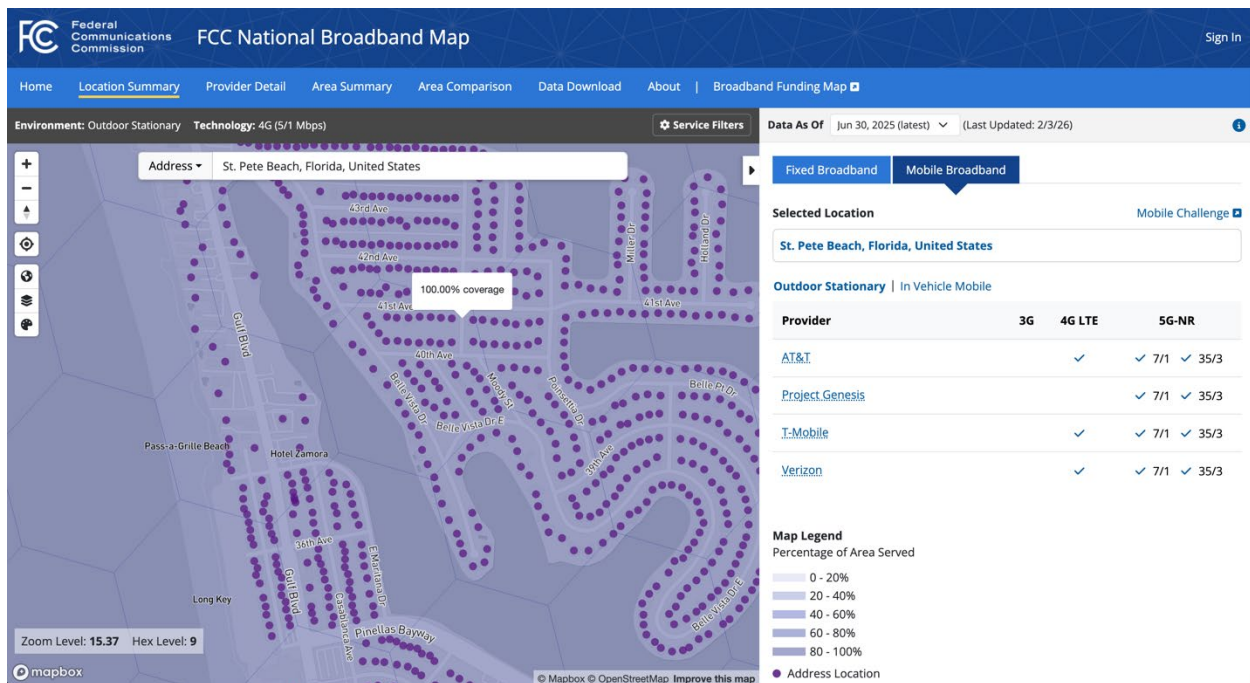


Figure: FCC National Broadband Map demonstrating 100% outdoor coverage for AT&T, Verizon, and T-Mobile at 41st Avenue in St. Pete Beach, Florida. Data last updated on February 3, 2026.

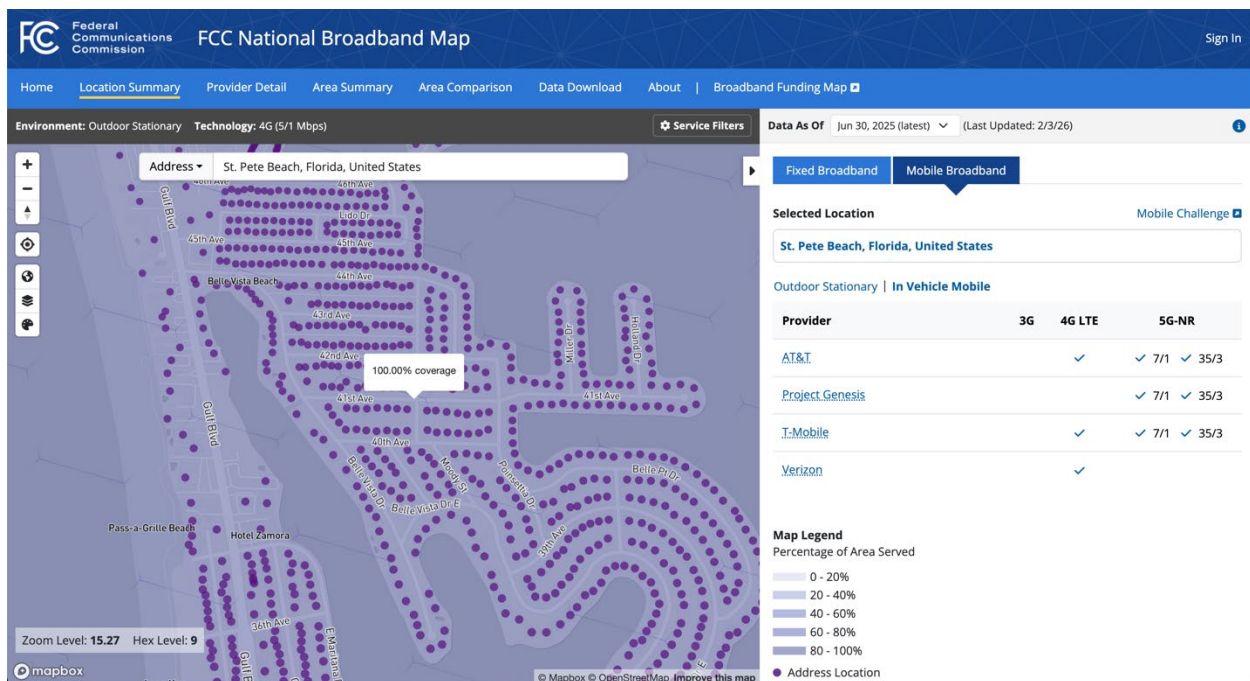


Figure: FCC National Broadband Map demonstrating 100% in-vehicle coverage for AT&T, Verizon, and T-Mobile at 41st Avenue in St. Pete Beach, Florida. Data last updated on February 3, 2026.

When I served on the New Hampshire Commission, we tried to understand why industry was so aggressive in deploying new cell towers and other forms of wireless telecommunications equipment in areas with good existing wireless coverage. The answer is increasingly clear that

they are doing so to garner a market share in the home internet market by offering a wireless option rather than the wired option that most of us currently use.

For customers enrolled in the wireless home internet option, they receive a small device that plugs into a standard electrical outlet. This small device provides internet access within the home via Wi-Fi. Unlike conventional routers that connect via fiber optics or cable, the devices connect to the internet through a wireless connection provided by nearby cell towers. The home internet market is huge, currently exceeding \$550 billion per year and expected to increase to over \$850 billion per year in the next few years. The only way that the wireless industry can overtake wired service providers (cable companies) is to build out wireless infrastructure beyond what is needed for cellphone use. According to an October 23, 2024 news article published in *Fierce Wireless*, Verizon plans to build out its 5G fixed wireless access network to 90 million homes by 2028. During Verizon's 2024 third quarter earnings call, former Verizon CEO, Hans Vestberg, stated: "...fixed wireless access is generating more than \$550 million in revenue." Principal analyst, Roy Chua, of AvidThink noted: "They're obviously bullish on fixed wireless." (See <https://www.fierce-network.com/wireless/verizon-doubles-down-fwa-q3-call>). As reported by *Broadband Breakfast* on October 22, 2025, "...fixed wireless has become a part of AT&T's plan to push bundled home and mobile broadband." The company boasts the addition of 260,000 fixed wireless subscribers in the third quarter of 2025. (See <https://broadbandbreakfast.com/at-t-adds-270-000-fixed-wireless-288-000-fiber-subs/>). These trends make clear that major national carriers are rapidly expanding and heavily investing in fixed wireless as a central component of their broadband business strategies.

There are myriad reasons why wireless home internet is not a good idea (e.g., security concerns, network jamming concerns, limited communications options, etc.) and using it as a reason to build unnecessary infrastructure is one of them.

Conclusion.

Given their relatively sizable service footprints, there is almost never only one location where a small cell antenna or DAS node *must* be installed at a specific location to serve a particular area. Many times, a neighborhood resident will wake up one morning and see a small cell antenna has been attached to a utility pole perhaps 15 feet away from his or her home, right outside a young child's second story bedroom window. Under many municipalities' codes, the resident will have received no notice beforehand that such a wireless facility has been proposed. And under many codes, the permitting for such a wireless facility is handled administratively, and the public has no opportunity or right to object to the location. Yet less intrusive and technically feasible alternative siting options almost always exist, allowing cities like St. Pete Beach to balance wireless service needs with legitimate and reasonable concerns including neighborhood aesthetics, protection of property values, historic preservation, and public safety (e.g. fire hazards and structural integrity). And even if no suitable pole is available to support a small cell antenna or DAS node at a less intrusive, technologically feasible alternative location than the location proposed by the site developer or wireless carrier, a new pole could be installed to house the facility at an appropriate site in the public right-of-way.

Please do not hesitate to contact me with any questions or concerns regarding the contents of this report, or more generally, about small cell antennas and DAS node siting. Thank you.

Respectfully submitted,

Kent Chamberlin, PhD

Excerpt language from Florida Statutes Section 337.401

(emphasis added in **boldface underline**)

“4. **Subject to paragraph (r)**, an authority [*i.e., City or County*] **may not limit the placement, by minimum separation distances**, of small wireless facilities, utility poles on which small wireless facilities are or will be collocated, or other at-grade communications facilities.

...

[paragraph (r), shown below]:

(r) An authority may require wireless providers to comply with **objective design standards** adopted by ordinance.

The ordinance may only require:

1. A new utility pole that replaces an existing utility pole to be of substantially similar design, material, and color;
2. **Reasonable spacing requirements concerning the location of a ground-mounted component of a small wireless facility which does not exceed 15 feet from the associated support structure; or**
3. A small wireless facility to meet reasonable location context, color, camouflage, and concealment requirements, subject to the limitations in this subsection; and
4. A **new utility pole** used to support a small wireless facility to meet **reasonable location context**, color, and material **of the predominant utility pole type at the proposed location** of the new utility pole.

Such design standards under this paragraph may be waived by the authority upon a showing that the design standards are not reasonably compatible for the particular location of a small wireless facility or utility pole or are technically infeasible or that the design standards impose an excessive expense. The waiver must be granted or denied within 45 days after the date of the request.”

4. However, within 14 days after the date of filing the application, an authority may request that the proposed location of a small wireless facility **be moved to another location in the right-of-way and placed on an alternative authority utility pole or support structure or placed on a new utility pole**. The authority and the 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 applicant, the applicant must notify the authority of such acceptance and the application shall be deemed granted for any new location for which there is agreement and all other locations in the application. **If an agreement is not reached, the applicant must notify the authority of such nonagreement and the authority 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.

11. An authority may deny an application to collocate a small wireless facility or place a utility pole used to support a small wireless facility in the public rights-of-way if the proposed small wireless facility or utility pole used to support a small wireless facility:

- 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.**
- c. Materially interferes with compliance with the **Americans with Disabilities Act** or similar federal or state standards regarding pedestrian access or movement.
- d. Materially fails to comply with the 2017 edition of the **Florida Department of Transportation Utility Accommodation Manual**.
- e. Fails to comply with **applicable codes**.
- f. Fails to comply with objective design standards authorized under **paragraph (r)**.

(6) (k) **This subsection does not limit a local government's authority to enforce historic preservation zoning regulations** consistent with the preservation of local zoning authority under 47 U.S.C. s. 332(c)(7), the requirements for facility modifications under 47 U.S.C. s. 1455(a), or the National Historic Preservation Act of 1966, as amended, and the regulations adopted to implement such laws. **An authority may enforce local codes, administrative rules, or regulations adopted by ordinance in effect on April 1, 2017, which are applicable to a historic area designated by the state or authority.** An authority may enforce pending local ordinances, administrative rules, or regulations applicable to a historic area **designated by the state** if the intent to adopt such changes has been publicly declared on or before April 1, 2017. An authority may waive any ordinances or other requirements that are subject to this paragraph.

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

Agenda Report

Agenda Title Name: First Reading Ordinance 2026-02: Parking Fees Established by Resolution

Action Request: Motion to approve the first reading of Ordinance 2026-02.

Strategic Objective: Operational Excellence

Date: February 24, 2026

Prepared By: Kathleen Murray

Through: Frances Robustelli, City Manager

Summary of Issue:

Public parking fees were previously adopted by ordinance and codified in Appendix A of the City's Code of Ordinances. Because the fees are codified by ordinance, any modification to parking rates currently requires adoption of a new ordinance, including two readings and a public hearing.

Staff has identified the need for a more flexible mechanism to allow the City Commission to adjust parking fees in response to operational needs, seasonal demand, and policy direction, while maintaining full Commission oversight.

Ordinance 2026-02 removes parking fees from Appendix A and establishes that parking fees will be set by resolution going forward.

Adoption of Ordinance 2026-02 accomplishes the following:

Maintains legal compliance, as an ordinance is required to amend fees currently adopted by ordinance;

Improves administrative flexibility by allowing future parking fee adjustments to be made by resolution rather than ordinance;

Preserves Commission authority, as all parking

fees will continue to require City Commission approval;
and

Aligns with best practices used for other rate-setting actions that may require periodic or timely adjustments.

At the second reading of the ordinance, the City Commission may adopt a companion resolution establishing the updated parking fees. Thereafter, future modifications may be accomplished by resolution alone.

Funding:

There is no direct fiscal impact associated with adoption of this ordinance. Any future revenue impact would be tied to parking fee changes adopted separately by resolution.

Attachments:

1. Ordinance 2026-02, Parking Fees Established by Resolution

ORDINANCE 2026-02

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, AMENDING APPENDIX A OF THE CITY'S CODE OF ORDINANCES RELATING TO PARKING FEES; REMOVING PARKING FEES FROM APPENDIX A; PROVIDING THAT PARKING FEES SHALL BE ESTABLISHED AND AMENDED BY RESOLUTION OF THE CITY COMMISSION; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach previously adopted Ordinance No. 2024-06 amending Appendix A of the City's Code of Ordinances to address, among other things, public parking fees; and

WHEREAS, the City Commission desires to streamline the process for establishing and amending parking fees to allow greater administrative flexibility and responsiveness to changing conditions; and

WHEREAS, the City Commission finds it appropriate and in the best interest of the City to establish and amend parking fees by Resolution rather than by Ordinance; and

WHEREAS, the City Commission desires to remove parking fees from Appendix A of the Code of Ordinances while retaining wastewater user fees and all other non-parking fees therein.

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

SECTION 1. Recitals. The foregoing recitals are hereby adopted as legislative findings, purpose, and intent of the City Commission.

SECTION 2. Amendment to Appendix A – Removal of Parking Fees. Appendix A of the Code of Ordinances of the City of St. Pete Beach is hereby amended to remove all fees, rates, charges, and references relating to public parking, parking permits, parking meters, parking decals, parking hangtags, parking leases, and any other parking-related fees currently listed under Chapter 82 or elsewhere in Appendix A. All remaining provisions of Appendix A, including but not limited to wastewater user fees, shall remain in full force and effect.

SECTION 3. Establishment of Parking Fees by Resolution. All public parking fees, rates, charges, and related regulations within the City of St. Pete Beach shall be established, amended, and repealed by Resolution adopted by the City Commission. Any parking fees previously adopted by ordinance shall remain in effect unless and until amended or repealed by Resolution.

SECTION 4. Codification. This Ordinance shall be codified in the Code of Ordinances of the City of St. Pete Beach.

SECTION 5. Conflicts. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. Severability. If any section, sentence, clause, or phrase of this Ordinance is for any reason held invalid or unconstitutional, such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 7. 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 8. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

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 _____, 2026.

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: Acceptance of the Capital Projects Prioritization Tool for Fiscal Year 2027 Budget

Action Request: Motion to accept the proposed Capital Projects Prioritization Tool for the Fiscal Year 2027 Budget

Strategic Objective: Operational Excellence

Date: February 24, 2026

Prepared By: Devon Schmidt, Director of Finance

Through: Frances Robustelli, City Manager

Summary of Issue: The CIP Prioritization Matrix is a structured, GFOA-aligned decision-support tool designed to help the City of St. Pete Beach score, compare, and rank capital improvement projects using objective, transparent, and repeatable criteria. It ensures that long-term investments align with strategic roadmap, community priorities, manage risk, support resiliency, meet regulatory obligations, and optimize financial resources.

The tool provides a consistent framework so that departments, management, and the City Commission can make informed decisions about which projects should be advanced, deferred, or funded through specific revenue sources.

Funding: Not Applicable

Attachments: 1. CIP Prioritization



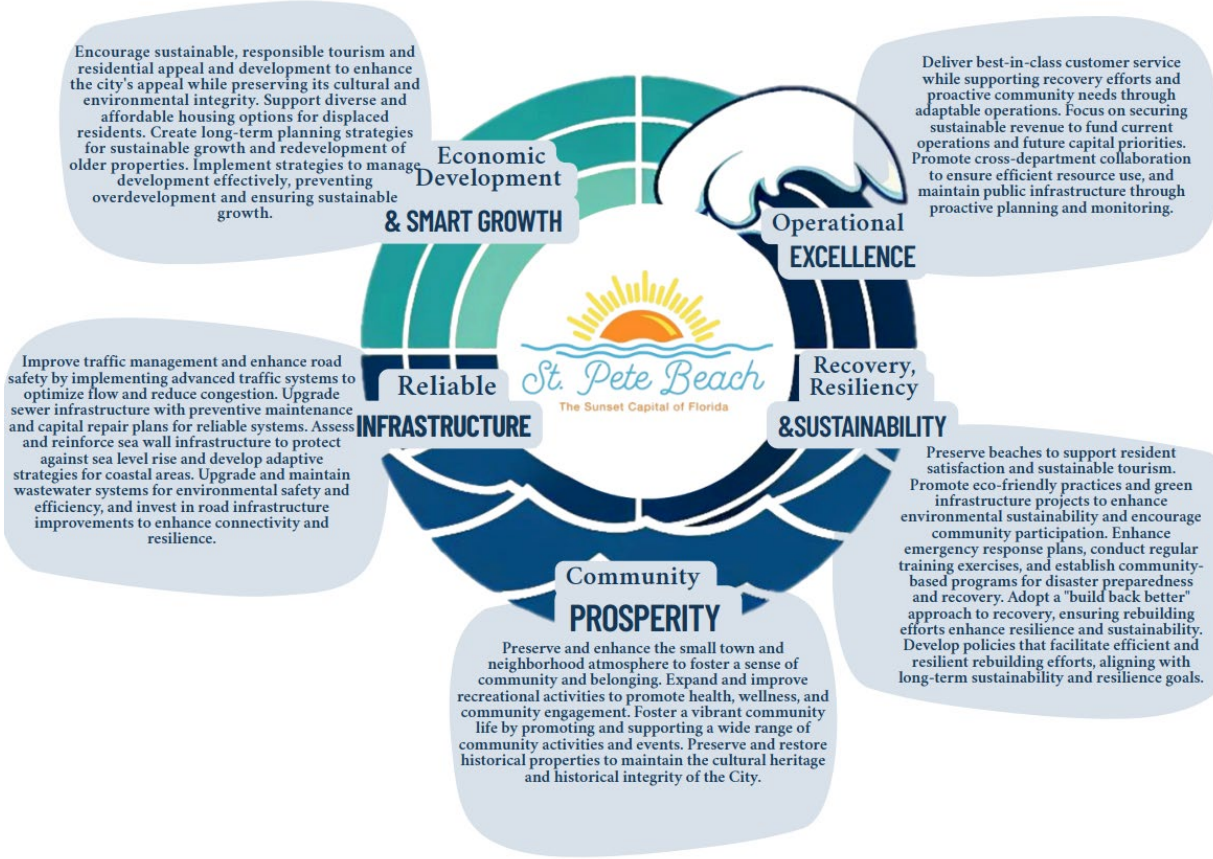
Capital Improvement Projects Prioritization Tool

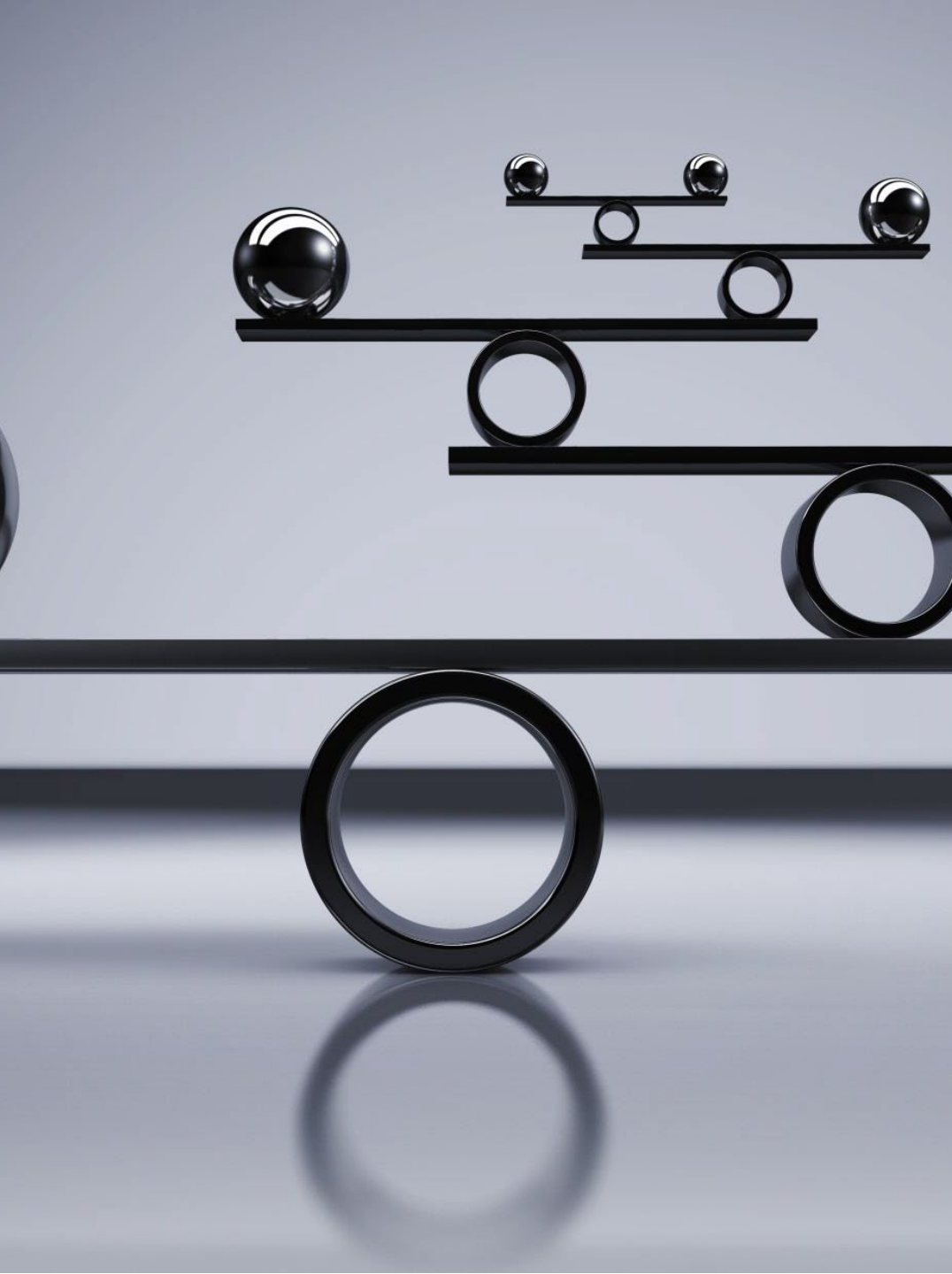
Devon Schmidt, Finance Director



Development of the tool

The **CIP Prioritization Matrix** is a structured, GFOA-aligned decision-support tool designed to help the City of St. Pete Beach **score, compare, and rank capital improvement projects** using objective, transparent, and repeatable criteria. It ensures that long-term investments align with strategic roadmap, community priorities, manage risk, support resiliency, meet regulatory obligations, and optimize financial resources. The tool provides a consistent framework so that departments, management, and the City Commission can make informed decisions about which projects should be advanced, deferred, or funded through specific revenue sources.





How the tool is used

Set Weights

The City establishes relative importance by assigning weights (totaling 100) to each evaluation criterion in the *Weights* sheet.

Define Scoring Guidance

Each criterion includes clear definitions and a standardized **0–5 scoring scale**, ensuring consistent evaluation across departments.

Enter Capital Projects

All proposed capital projects are entered into the *Projects* sheet with department, category, funding source, and cost information.

Score Projects

Projects are scored **0–5 for each criterion** based on objective conditions (risk, mandates, readiness, etc.).

Review Rankings

The *Scores* sheet automatically calculates **weighted scores and overall rankings**, allowing staff and the Commission to see relative priorities.

Scenario Analysis

Filters can be applied by department, funding source, or project type to test different funding or policy scenarios.

This tool helps balance safety, resiliency, financial stewardship, and community benefit in a consistent and defensible way.

Criteria Used in the Matrix

Criterion	Description	Scoring guidance (0–5)
Health & Safety Reliable Infrastructure Impact	Reduces immediate risks to life/safety; addresses failing seawalls/roads; emergency access.	5=Imminent risk to public safety; 4=Documented high risk; 3=Moderate risk; 2=Low; 1=Minimal; 0=None
Regulatory/Mandate	Required to comply with law, consent decree, permitting, or interlocal agreements.	5=Non-discretionary with deadline <12 mo; 4=Mandated within 1–2 yrs; 3=Likely mandate; 2=Best practice; 1=Advisory; 0=None
Asset Condition & Risk Reliable Infrastructure impact	Addresses assets with high likelihood/consequence of failure (LoF×CoF).	5=Very high risk of failure with severe consequences; 4=High; 3=Moderate; 2=Low; 1=Very low; 0=None
Community Prosperity Impact	Improves access, quality of life for residents.	5=High benefit to quality of life; 4=Significant; 3=Moderate; 2=Some; 1=Minor; 0=None
Recovery & Resiliency Impact	Mitigates flood/erosion, improves water quality, coastal resiliency.	5=Major resilience/ mitigation; 4=Strong; 3=Moderate; 2=Some; 1=Minor; 0=None
Economic & Smart growth Impact	Protects or enhances economic activity/tourism corridors; reduces business disruption.	5=Major citywide economic/tourism impact; 4=Strong; 3=Moderate; 2=Some; 1=Minor; 0=None
Lifecycle & O&M Operational Excellence Impact	Net present cost incl. O&M; replaces high O&M asset; standardization; right-sizing.	5=Large net savings or avoids major O&M; 4=Savings; 3=Cost neutral; 2=Small cost; 1=Moderate cost; 0=High added cost
Funding Leverage/Restrictions Operational Excellence	Availability of grants, restricted funds, partner cost share; ARPA/BIL deadlines.	5=Secured external funds >50% or use-it-or-lose-it deadline; 4=Secured <50%; 3=Likely; 2=Possible; 1=Unlikely; 0=None
Project Readiness Operational Excellence Impact	Design/permitting complete; site control; can obligate funds this FY.	5=Shovel-ready; 4=Design 60–100%; 3=Feasibility complete; 2=Concept only; 1=Idea; 0=Not defined
Bundling/Coordination Operational Excellence Impact	Combines with planned work (utilities/streetscape) to minimize disruption and cost.	5=High synergy/multi-agency bundle; 4=Departmental bundle; 3=Some coordination; 2=Minimal; 1=Little; 0=None

Weights Assigned to Each Criterion:

Weights represent the relative importance the City places on each factor. In the provided tool, the weights sum to 100 and reflect an emphasis on safety, asset condition, and resiliency.

Finance Budget Review Committee Recommended Weights

Criterion	Weight
Health & Safety	15
Regulatory / Mandate	15
Asset Condition & Risk	12
Recovery & Resiliency	12
Community Prosperity	10
Economic & Smart Growth	10
Bundling / Coordination	11
Lifecycle & O&M	5
Funding Leverage / Restrictions	5
Project Readiness	5

Interpretation of weights

This weighting framework prioritizes life safety, legal compliance, asset risk, and resiliency first; guides growth and prosperity second; and uses cost, funding, and readiness as refinement—not decision-drivers.

These weights can be adjusted at any time if the Commission wishes to emphasize different policy goals (e.g., resiliency-first, community-benefit-first, or shovel-ready-first approaches).