CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS

155 Corey Avenue
St. Pete Beach, FL 33706

Wednesday, August 19, 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 August 19, 2026 agenda.

2. 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.

3. Consent -

a. Approval of the July 28, 2026 City Commission Meeting Minutes

b. Approval of street closure for Special Event for the St Pete Beach Classic to be held January 16 and 17, 2026.

c. Approval of street closure and alcohol sales and consumption for Special Event for the 8th Avenue Block Party on October 17, 2026.

d. Approval of Payment to Conure Telecom Services for License Plate Recognition System Services and Equipment in the amount of $73,500

e. Authorize the City Manager to execute the Pinellas County Sheriff's Office Interlocal Agreement with the Pinellas County Sheriff's Office for law enforcement services from October 1, 2026, through September 30, 2027, in the amount of $3,707,724.00

f. Authorize the City Manager to execute the Security System replacement contract agreement with Empire Consulting, Inc, Authorized Dealer for Verkada, in the amount of $100,410.60.

g. Approval of Resolution 2026-30 authorizing the City Manager to execute the Temporary Construction Easement with Pinellas County for the city-owned easement areas located at Gulf Way, St. Pete Beach, being described and depicted in attached exhibits.

4. Action Items -

a. Resolution 2026-25: Authorizing Termination of Any Continuing Occupancy at Merry Pier and Service of Notice Demanding Surrender of Possession

A RESOLUTION OF THE CITY COMMISSION OF CITY OF ST. PETE BEACH, FLORIDA, DETERMINING THAT SECTION 1.02(c) OF THE CITY CHARTER REQUIRED SPECIFIC AUTHORIZATION BY AN AFFIRMATIVE VOTE OF A MAJORITY OF THE FULL CITY COMMISSION FOR THE ALLEGED FIVE-YEAR LEASE OF THE ENTIRE MERRY PIER PREMISES AND THAT NO SUCH COMMISSION APPROVAL OCCURRED; DISTINGUISHING THE COMMISSION'S LATER AUTHORIZATION OF A SEPARATE SETTLEMENT TRANSACTION AND NEW LEASE LIMITED TO A SINGLE DOCK SPACE; WITHDRAWING AND REVOKING THAT LIMITED OFFER AND AUTHORIZATION TO THE EXTENT UNACCEPTED OR UNCONSUMMATED; DETERMINING THAT THE WRITTEN WHOLE-PIER LEASE EXPIRED AND WAS NOT RENEWED OR EXTENDED; CONSTRUING THE LEASE EXTENSION PROVISIONS; DECLINING TO AGREE TO OR GRANT ANY FURTHER RENEWAL OR EXTENSION; TERMINATING ANY HOLDOVER TENANCY OR OTHER TEMPORARY PERMISSION FOR CONTINUED OCCUPANCY; AUTHORIZING NOTICE AND DEMAND FOR SURRENDER OF POSSESSION; AUTHORIZING THE CITY ATTORNEY TO COMMENCE AND PROSECUTE AN ACTION TO RECOVER POSSESSION AND RELATED RELIEF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

Action Request: Motion to adopt Resolution No. 2026-25, authorizing service of a Notice similar to that attached as Exhibit 'A,' requiring surrender of the Merry Pier property no later than 11:59 p.m. on September 30, 2026, and authorizing the City Attorney to pursue an action for possession and other appropriate relief if the property is not timely surrendered.

5. Items for Discussion -

a. Short-term Rental Registration

b. City Commission Agenda Preparation

c. Assignment of City Commissioners as liaisons for County Commissioners

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

7. Adjournment -

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

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

PUBLIC COMMENT INSTRUCTIONS FOR THOSE NOT PHYSICALLY PRESENT:
The City has made accommodations for those who cannot be physically present or do not feel comfortable

appearing in person. If a member of the public would like to provide comments for the meetings, they may do so in the following ways:

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

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

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

City Commission Meeting
July 28, 2026
6:00 p.m.

ELECTED OFFICIALS PRESENT:
Scott Tate, Mayor
Karen Marriott, Commissioner, District 1
Al Causey, Commissioner, District 3
Jon Maldonado, Commissioner, District 4

ABSENT:
Lisa Robinson, Vice Mayor, Commissioner, District 2

STAFF PRESENT:
Frances Robustelli, City Manager
Ralf Brookes, City Attorney
Renee Rose, City Clerk
Mandy Edmunds, Resident Services Director
Adam Poirrier, Assistant City Manager
Devon Schmidt, Finance Director
Brandon Berry, Senior Planner
Candyce Galloway, Technology & Innovation Director

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

1. APPROVAL OF THE AGENDA

City Manager Robustelli requested to move item 2c to be heard before item 2b and move items 7a and 7b to a future meeting. Commissioner Marriott requested to add a discussion on HB803.

Motion: Commissioner Maldonado moved, Commissioner Marriott seconded, and the motion carried 4-0 to approve the July 28, 2026 City Commission Agenda, as amended.

2. PRESENTATIONS

a. Recognition of Employees of the 3rd Quarter

City Manager Robustelli recognized the City's Employees of the Quarter, highlighting five employees for their outstanding performance, dedication, and commitment to public service. Those recognized were Maureen Marton, Operations Librarian; Keri Nelson, Information Technology Business Systems Analyst; Captain Michelle St. John of the Fire Department; Brandon Berry, Senior Planner in the Community Development Department; and James Cooper, Utilities Maintenance Worker III in the Public Services Department. Ms. Robustelli briefly described each employee's contributions, noting Maureen Marton's dependable support of library operations, Keri Nelson's leadership during the City's transition to a new human resources software system, Captain St. John's commitment to emergency medical services, training, and departmental readiness, Brandon Berry's professionalism and exceptional customer service in assisting residents and supporting development activities, and James Cooper's positive attitude, teamwork, and willingness to assist wherever needed. Following the presentation, the Mayor and City Manager congratulated the Employees of the Quarter. Certificates of recognition were presented to those in attendance, photographs were taken, and the Commission expressed its appreciation for the employees' dedication and service to the City.

c. FY2027 Millage Rate: Options, Projects, and Public Input

Finance Director Devon Schmidt presented an overview of the proposed FY2027 ad valorem tax rates and the role property taxes play in funding City services. Her presentation was made part of the meeting record. She explained the purpose of the required TRIM process, reviewed the City's ad valorem revenue and millage rate history, and noted that property tax revenues have increased in recent years due to rising taxable property values rather than increases in the millage rate. The presentation also illustrated how a typical property tax bill is distributed among the various taxing authorities, emphasizing that the City's millage rate affects only the City's share of the overall tax bill. Ms. Schmidt compared St. Pete Beach's current millage rate with other municipalities in Pinellas County, reviewed the composition of the City's tax base, and explained the distinction between homestead and non-homestead properties. She presented the statutory millage rate options available for FY2027,

including the rolled-back rate, maintaining the current rate, and the maximum rate allowable with a two-thirds Commission vote. She also explained the estimated impact of each option on City revenues and the average homesteaded property, while noting that the proposed constitutional amendment, if approved by voters, would not affect the FY2027 budget but could reduce revenues beginning in FY2028. The presentation then shifted to how additional ad valorem revenue could be allocated if the Commission elected to increase the millage rate. Ms. Schmidt reviewed the City's unfunded capital improvement projects, including priority park improvements identified in the Capital Improvement Plan, other long-term infrastructure needs, and the City's existing Resiliency Fund. She explained the history of the Resiliency Fund, which was established in 2022 to dedicate 50% of new property tax revenues toward sea level rise and resiliency projects, and presented alternatives for continuing the dedicated fund or incorporating resiliency improvements into future capital projects as a standard practice. The presentation concluded with a summary of the Commission's decisions sought for the evening: establishing a not-to-exceed millage rate for the TRIM notice and providing direction on the allocation of any additional revenues should a rate increase be considered.

City Manager Robustelli summarized the decisions before the Commission regarding the FY2027 millage rate. She explained that the Commission's action would establish the maximum millage rate that could be advertised in the TRIM notice, noting that the rate could be reduced during the September budget hearings but could not be increased. She recommended considering the Finance and Budget Review Committee's recommendation to advertise a higher not-to-exceed millage rate in order to provide flexibility while allowing staff time to engage the public on whether there is community support for using any additional ad valorem revenue exclusively for capital improvement projects. She noted that staff would continue preparing the proposed operating budget assuming the current flat millage rate and that any increase would be considered only for identified capital projects. Ms. Robustelli further explained that if the Commission chose to advertise a higher millage rate, staff requested policy direction on potential uses for any additional revenue, including priority capital improvement projects and the future of the City's Resiliency Fund. She noted that public outreach would be conducted before the September budget hearings to gather community input on these options and that the Commission would make its final budget and millage decisions during the public hearings in September.

PUBLIC COMMENT

Terri Grocott, Alton Dr., requested that the City preserve the Royal Poinciana trees at Vina Del Mar Park and ensure the park receives equitable consideration in future park improvement projects.

David Gamma, 87th Ave, requested additional maintenance and improvements for McKinney Park's dog park, including new mulch, shade, and supplies, citing heavy use and concerns about dog health.

Dean D'adamo, N. Isle Dr., requested that the City give greater consideration to the citizen advisory group's recommendations for the Vina Del Mar dog park and expressed concerns about the proposed mulch material, costs, and transparency.

Ted Teele, Alton Dr., thanked commissioners for their public service. He requested that Vina Del Mar Park be prioritized for improvements, including the dog park and playground, and supported preserving the Royal Poinciana trees.

Karen Keywood, Vina Del Mar, questioned the proposed millage rate increase, its effect on potential homestead exemption savings, and whether increased City revenues had been set aside in reserve funds. Mayor Tate said that increased revenues had been directed to the City's resiliency fund and noted that some reserves had been established.

Kathy Garchow, Casablanca Ave, supported considering a millage rate increase to fund infrastructure improvements and maintain City services and facilities.

Deborah Schechner, Boca Ciega Isle Dr., encouraged the City to pursue additional tourism-related revenue sources to reduce the tax burden on residents and requested improvements to conditions at Lazarillo Park.

Rich Lorenzen, 22nd Ave., opposed a millage rate increase for discretionary projects and encouraged prioritizing funding for critical infrastructure improvements.

Ruta Hance, Coquina Way, opposed increasing taxes without first identifying budget savings, encouraged pursuing additional tourism-related revenue, and raised concerns about utility cost allocation between residents and commercial properties.

Dana Richardson, Bahama Way S., requested greater community involvement and transparency before approving tax increases, including public discussions on infrastructure needs and funding options.

Vincent Tormenia, Casablanca Ave., opposed a millage rate increase, suggested using a free mulch program for parks, and encouraged utilizing volunteers to assist with grant writing.

The Commission discussed whether to advertise a millage rate above the current rate to preserve flexibility during the budget process while gathering additional public input. Commissioners acknowledged concerns expressed by residents regarding higher taxes, government efficiency, and ensuring public funds are spent wisely. Discussion also focused on the importance of scrutinizing project costs and procurement practices to maximize the value of taxpayer dollars before considering any increase in property taxes. Staff will continue to prepare the FY2027 operating budget using a flat millage rate, noting that advertising a higher not-to-exceed rate would preserve the Commission's ability to consider an increase later if supported by the community. The TRIM rate establishes only the maximum rate that may be adopted and that the final millage could be reduced during the September budget hearings after additional public input.

The Commission discussed the City's long-term infrastructure needs, hurricane recovery, reserve balances, and the ongoing effort to right-size utility rates so that enterprise funds become self-supporting rather than relying on General Fund subsidies. The City Manager explained that the proposed operating budget would not draw down reserves and described recent changes to the Finance and Budget Review Committee's role, noting that the committee is now actively involved in the budget development process and could provide additional oversight of any future capital funding. Discussion also addressed maintaining the City's Resiliency Fund, using additional revenues for capital improvements rather than operating expenses, and the distinction between utility-funded infrastructure and projects funded through ad valorem taxes, such as roads, parks, facilities, seawalls, and other resiliency improvements.

Discussion included options for engaging a broader cross-section of the community before making a final millage decision. The City Manager proposed conducting a series of community budget meetings in each commission district, supplemented by a citywide survey, to gather feedback on whether residents would support a higher millage rate and, if so, how any additional revenue should be prioritized. Commissioners generally supported expanding public outreach beyond regular Commission meeting attendees and discussed presenting residents with potential funding scenarios for parks, resiliency, and other capital projects. Following discussion, consensus was reached to advertise a 3.6715 millage rate for the FY2027 TRIM notice. Commissioners acknowledged that advertising this rate does not establish the final millage rate for FY2027 but rather sets the maximum rate that may be considered during the budget process. The Commission noted that the final millage rate may be reduced during the September budget hearings following additional public input. Staff was directed to proceed with community outreach and return with additional public feedback prior to the September budget hearings.

b. Fee Study: Wastewater Assessment

Director Schmidt introduced Shawn Ocasio with Raftelis. Mr. Ocasio presented a follow-up to the wastewater utility revenue sufficiency and rate design study, incorporating revisions requested by the Commission during the previous workshop. His presentation was made part of the meeting record. He reviewed the financial challenges facing the wastewater utility, including rising operating costs, inflation, increasing debt service obligations, limited customer growth, and a five-year capital improvement program estimated at approximately $58 million.

Mr. Ocasio explained that the current wastewater enterprise fund is not fully self-supporting, relying on General Fund transfers and reserves to balance operations, and that the proposed rate adjustments are intended to eliminate that dependency while funding ongoing operations, capital improvements, debt obligations, and adequate reserve levels. He reviewed two alternative rate design options that would rebalance the allocation of costs among customer classes while maintaining the overall revenue needed to support the utility. Both alternatives proposed maintaining the existing residential and multifamily rate structure while modifying commercial wastewater rates by scaling base charges according to meter size and billing commercial customers for all wastewater flows. He explained that the analysis found residential and multifamily customers currently pay a greater share of system costs than commercial users, and the proposed restructuring would improve equity among customer classes by more closely aligning rates with the cost of providing service. Under both alternatives, the additional revenue generated from commercial accounts would reduce the cumulative rate increases otherwise required for residential and multifamily customers. The presentation compared a three-year and a five-year phase-in approach for the commercial rate restructuring, illustrating projected impacts on typical businesses, average commercial accounts, and residential customers. Mr. Ocasio noted that while a longer phase-in would spread the commercial impacts over additional years, both options ultimately achieve the same long-term financial objectives of fully funding the wastewater utility and eliminating General Fund subsidies. Comparisons were also provided with neighboring utilities, with the consultant noting that differences in rates among municipalities are influenced by numerous factors, including capital investment needs, debt levels, system configuration, grant funding, and the timing of prior rate studies. The presentation concluded with a summary of the anticipated financial impacts of each alternative and the resulting improvements in cost equity among customer classes.

Commissioners discussed the proposed wastewater rate restructuring, including the three-year and five-year phase-in options presented by the consultant. Discussion focused on the potential impacts to small businesses, particularly restaurants, bars, boutiques, and other commercial establishments. Staff and the consultant clarified that the additional examples included in the presentation were intended to illustrate the estimated annual impacts on representative businesses during the first year of implementation. Commissioners acknowledged concerns that cumulative increases could be significant for some commercial customers but also recognized the need to begin addressing the existing inequities in the rate structure. Discussion also included the City's ongoing evaluation of transferring the wastewater system to Pinellas County. City Manager Robustelli confirmed that preliminary discussions with the County are underway and that, if a transfer were approved, customers would transition to the County's uniform wastewater rates. It was noted that the County's evaluation process remains in early stages and that additional information would be brought back to the Commission before any future decision. Additional discussion focused on the consultant's methodology for rebalancing costs among customer classes. The consultant explained that the proposed rate design improves equity by increasing commercial customers' contribution toward readiness-to-serve and capacity costs while reducing the burden currently on residential and multifamily customers. While acknowledging that perfect cost allocation is not achievable, the consultant advised that the proposed changes represent a significant improvement and provide a framework for additional refinements in future rate studies once the utility reaches a more financially stable position. Commissioners also discussed the importance of adequately funding critical wastewater infrastructure, including major force main improvements, and noted that the proposed rates would allow the utility to become self-supporting, eliminate reliance on General Fund subsidies, and build appropriate operating reserves. There was general support for Alternative 1, the three-year phase-in, noting that it would address the identified inequities more quickly while allowing the City to move toward a financially sustainable wastewater utility. Commissioners noted the importance of monitoring the effects on the local business community. Ms. Robustelli explained that only the first year of the rate adjustments would be brought forward for adoption through the ordinance process, with additional opportunities for public input before implementation and annual review of future adjustments. Consensus was reached to direct staff to proceed with Alternative 1, the three-year phase-in of the wastewater rate restructuring, while continuing to pursue discussions with Pinellas County regarding the potential transfer of the City's wastewater system.

3. AUDIENCE COMMENTS

Deborah Schechner, Boca Ciega Isle Dr., supported higher utility rates for large commercial users, encouraged protecting small businesses through differentiated rate structures, and emphasized water conservation during the current drought.

Dana Richardson, Bahama Way S., supported adjusting utility rates so that hotels and other large commercial users pay a greater share while reducing the burden on residents and small businesses.

Mayor Tate noted that the Commission's direction was to right-size the wastewater rates and make the allocation of costs among customer classes as equitable as possible.

4. CONSENT

a. Approval of the July 14, 2026 City Commission Work Session and Regular Meeting Minutes
b. ~~Authorize the City Manager to execute the Audio-Visual replacement contract agreement with AVI-SPL for a cost of $152,050.21~~
c. Approve a Special Event Permit with street closure and alcohol consumption for the annual Belle Vista Halloween Block Party scheduled for October 30, 2026
d. Approve a Special Event Permit with street closure for Surfers for Autism event on September 5, 2026
e. Authorize the City Manager to execute Agreement No. 4673-305-P50 with the Florida Department of Emergency Management in the amount of $125,000 for the City of St. Pete Beach Watershed Master Plan
f. ~~Authorize the City Manager to execute the Agreement and all related documents necessary to acquire the real property conveyed by Candace L. Mortenson, as Trustee of the Candace L. Mortenson Living Trust dated April 27, 2012 for the sum of $10.00~~
g. Approval of an Agreement with Brycer, L.P. and Brycer Advisory Group, L.P. for The Compliance Engine, an internet-based tool for Fire Code Officials

Commissioner Maldonado requested to pull 4b for discussion. Commissioner Causey requested to pull 4f for discussion.

Motion: Commissioner Marriott moved, Commissioner Causey seconded, and the motion carried 4-0 to approve the July 28, 2026 Consent agenda, as amended.

4b. Authorize the City Manager to execute the Audio-Visual replacement contract agreement with AVI-SPL for a cost of $152,050.21

Commissioner Maldonado asked the City Attorney to confirm whether Florida law requires City Commission meetings to be televised or streamed. Attorney Brookes advised that Sunshine Law requires only that minutes be taken and that there is no legal requirement to broadcast meetings. Commissioner Maldonado stated that the City's livestream and recording services are an added benefit to the public and questioned staff regarding the reasonableness of the proposed replacement cost for the aging audiovisual system. Technology & Innovation Director Candyce Galloway explained that staff evaluated several alternatives, including outsourcing and lower-service options, and concluded that replacing the existing 25-year-old system was the most reliable and cost-effective solution to maintain current service levels. Commissioners discussed the value of continuing to provide livestreaming and recorded access to Commission meetings, with consideration given to whether public input should be sought regarding the investment. City Manager Robustelli noted that the project is fully funded in the current fiscal year and distinguished it from future capital priorities that may be presented during upcoming community outreach efforts. It was generally agreed that providing remote access to meetings is an important public service, and comments were made that residents frequently rely on the livestream and recordings to stay informed and often raise concerns when technical issues interrupt access.

Motion: Commissioner Causey moved, Commissioner Marriott seconded, and the motion carried

4-0 to authorize the City Manager to execute the Audio-Visual replacement contract agreement with AVI-SPL for a cost of $152,050.21

4f. Authorize the City Manager to execute the Agreement and all related documents necessary to acquire the real property conveyed by Candace L. Mortenson, as Trustee of the Candace L. Mortenson Living Trust dated April 27, 2012 for the sum of $10.00

Commissioner Causey recognized and thanked Candace L. Mortenson for donating the property to the City, noting that although she did not seek public recognition, the contribution was significant. He explained that the property, located in the Belle Vista neighborhood, is intended to support future flood mitigation efforts and serve as a demonstration site for Florida-friendly landscaping, highlighting the potential long-term benefits of native, salt-tolerant, and drought-resistant plants. The donation was also acknowledged as being made in memory of Ms. Mortenson's parents. Attorney Brookes explained that the agreement was revised to allow Ms. Mortenson to park on 44th Avenue, with a parking pass, while visiting and assisting with the native Florida landscaping showcase.

Motion: **Commissioner Causey moved, Commissioner Marriott seconded, and the motion carried 4-0 to authorize the City Manager to execute the Agreement and all related documents necessary to acquire the real property conveyed by Candace L. Mortenson, as Trustee of the Candace L. Mortenson Living Trust dated April 27, 2012 for the sum of $10.00.**

5. ORDINANCES

a. Second Reading Ordinance 2026-14: Removing Recreation Fees from Appendix A to Resolution

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, AMENDING SECTION 58.5 AND APPENDIX A OF THE CITY'S CODE OF ORDINANCES RELATING TO RECREATION FEES; REMOVING RECREATION FEES FROM APPENDIX A; PROVIDING THAT RECREATION 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.

Attorney Brookes read Ordinance 2026-14 in title only.

PUBLIC COMMENT

Deborah Schechner, Boca Ciega Isle Dr., suggested keeping recreation programs affordable and supported finding partnerships to provide free swim lessons for children.

Motion: **Commissioner Marriott moved, Commissioner Maldonado seconded, and the motion carried 4-0 to adopt the second reading of Ordinance 2026-14.**

6. ACTION ITEMS

a. Resolution 2026-24: Establishing Recreation Fees by Resolution

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, ESTABLISHING A COMPREHENSIVE RECREATION FEE SCHEDULE; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

Attorney Brookes read Resolution 2026-24 in title only.

Resident Services Director Mandy Edmunds presented the proposed FY2027 Parks and Recreation fee schedule and its anticipated revenue impact. She explained that the recommendations were developed using the City's recent recreation fee study, current participation levels, and projected operating conditions, with the goal of improving cost recovery while continuing to protect services for residents. The proposed fee schedule is projected to increase annual recreation revenue by approximately $49,550 (17.8%). Ms. Edmunds noted that the additional revenue will help offset operating costs and that many recreation programs will continue to be subsidized by the

City. She said that, based on Commission direction provided at the previous meeting, most resident fees remain unchanged, with the majority of fee increases directed toward non-residents who use City recreation facilities and programs. She reviewed the projected revenue increases by category, explaining that the largest increase is expected from rentals and permits, where non-resident use is highest, followed by program registrations and admissions. Ms. Edmunds further explained that the revenue forecast is intentionally conservative and reflects anticipated operational limitations during FY2027, including continued hurricane recovery efforts, reduced programming due to the gymnasium closure, pool resurfacing, and limited facility availability.

PUBLIC COMMENT

No members of the public came forward.

Motion: **Commissioner Marriott moved, Commissioner Maldonado seconded, and the motion carried 4-0 to approve Resolution 2026-24.**

b. Approval of the Guaranteed Maximum Price (GMP) Proposal with Hennessy Construction Services in the amount of $10,479,642.00 for the construction of Fire Station #22.

Assistant City Manager Adam Poirrier presented the proposed Guaranteed Maximum Price (GMP) agreement with Hennessy Construction Services in the amount of $10,479,642 for construction of the new Fire Station 22. He explained that the existing station, originally constructed in the 1970s and significantly damaged during the 2024 storms, had exceeded its useful life and that planning for a replacement facility began several years ago. The proposed station is designed to provide a more resilient facility capable of withstanding future storm events while restoring fire protection services to the southern portion of the City. Mr. Poirrier explained that the GMP includes approximately $887,000 in owner-controlled contingency funds, which may only be used with City approval, and noted that the project team has already identified approximately $184,000 in value engineering opportunities to reduce costs before construction begins. He advised that the anticipated construction schedule is approximately 14½ months, with work expected to begin in mid-to-late September, and noted that certain owner costs, such as utility relocations and furnishings, will be addressed separately as the project progresses. Mr. Poirrier further explained that the project will be funded through a combination of $6.5 million in state appropriations, anticipated insurance proceeds related to storm damage, and previously budgeted capital funds. He also noted the challenges associated with constructing a modern fire station on a constrained quarter-acre site within a high flood hazard area, stating that, despite those complexities, he believes the proposed GMP represents a fair and reasonable cost for the project.

There were questions regarding the proposed Guaranteed Maximum Price, project funding, and construction timeline. Mr. Poirrier confirmed that the project will be funded through a combination of state appropriations, anticipated insurance proceeds, and previously budgeted capital funds, resulting in a substantially lower local funding obligation than the total project cost. He explained that while the GMP provides cost certainty, contingencies are included to address unforeseen conditions and material cost fluctuations, with any use of contingency funds subject to City approval. He advised that value engineering efforts and early procurement of long-lead materials are intended to help control project costs throughout construction. Commissioner Maldonado inquired about the nearby wireless communications tower and whether it could impact the new station. Mr. Poirrier said the tower would not prevent construction but confirmed that discussions regarding possible relocation of the pole would continue. Staff were encouraged to continue purchasing materials as early as practical to minimize the effects of future price increases.

PUBLIC COMMENT

No members of the public came forward.

Motion: **Commissioner Maldonado moved, Commissioner Causey seconded, and the motion carried 4-0 to approve the Guaranteed Maximum Price (GMP) Proposal with Hennessy**

Construction Services in the amount of $10,479,642.00 for the construction of Fire Station #22.

c. Resolution 2026-22: Authorizing Conditional Use Permit 26107 for an off-premise parking lot at 3815, 3855, 3859, and 3861 Gulf Boulevard

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH AUTHORIZING CONDITIONAL USE PERMIT 26107 FOR AN UNIMPROVED OFF-PREMISE PARKING LOT AT 3815, 3855, 3859, AND 3861 GULF BOULEVARD, WITH PARCEL NUMBERS OF 07-32-16-18143-001-0010, 07-32-16-18143-001-0020, 07-32-16-07398-001-0170, AND 07-32-16-07398-001-0230, PURSUANT TO LAND DEVELOPMENT CODE SECTION 42.4.(e); AND PROVIDING FOR CORRECTION OF SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.

Attorney Brookes read Resolution 2026-22 in title only.

Ex-parte disclosure:
Commissioner Maldonado had no direct communication with applicant. He read several emails from residents and conducted site visit.
Commissioner Causey had previous conversations with the applicant. He read emails and conducted a site visit.
Commissioner Marriott read emails and is familiar with the site.
Mayor Tate read emails and conducted a site visit.

City Clerk Rose swore in all those who would be testifying.

Senior Planner Brandon Berry Planner Brandon Berry presented revisions to Resolution 2026-22 for Conditional Use Permit 26107, explaining that the underlying request for an off-premises parking lot had not changed since the previous Commission meeting. His presentation was made part of the meeting record. He stated that the revised resolution incorporates direction provided by the Commission at the prior meeting, including additional and modified conditions intended to address operational, traffic, and neighborhood compatibility concerns. Mr. Berry reviewed the proposed modifications, including removal of all special event parking, 120-day transitional operating period with restrictions on parking and prohibited activities, and limiting long-term use of the lot to valet parking. He also described new requirements for improved traffic circulation, screening to reduce headlight impacts on the Belle Vista neighborhood, replacement of fencing and gates, frontage and buffer landscaping, signage, and access controls. Additional conditions addressed seawall repair timelines, allowances for permitting delays beyond the applicant's control, and future lighting requirements if overnight parking is introduced. Mr. Berry explained that the revised conditions were developed in coordination with the applicant and are intended to allow limited operations while required site improvements are completed. He concluded by recommending approval of Conditional Use Permit 26107 and noted that, if approved, two existing resolutions on the site would need to be revoked before the new conditional use becomes operational.

Commissioners discussed the proposed operating conditions for the parking lot during the initial 120-day transition period, focusing on measures to prevent unauthorized public parking and protect the surrounding neighborhood. Questions were raised regarding the prohibition on overnight parking during the transition period, and staff explained that the restriction was intended to remain in place until permanent site improvements and security measures were completed. Discussion highlighted that the primary concern was ensuring the lot did not remain unsecured and unattended, noting that previous issues had been resolved when the lot was actively monitored and secured. Revisions to the proposed conditions were requested to clarify that the parking lot must be either secured or attended whenever it is in operation, both during the initial 120-day period and thereafter. Additional discussion clarified that the entrance gates may remain open only temporarily while valet staff are actively moving vehicles and should not be left open for unrestricted public access.

Bryan Sykes, representing the applicant, and Kevin Bowden, applicant, addressed the Commission's proposed modifications, expressing support for the revised conditions and explaining that the temporary flexibility requested during the initial 120-day period was intended to allow time to install gates, complete site improvements, and transition to long-term valet operations. They highlighted that the lot would not be operated as public parking, that vehicles would be monitored by attendants during active valet operations, and that permanent security measures, including controlled gate access, would be implemented as soon as practical. The applicant also committed to promptly advancing seawall repairs, gate installation, landscaping, and other required improvements.

Motion: **Commissioner Marriott moved, Commissioner Causey seconded, and the motion carried 4-0 to extend the meeting to 10:30pm.**

Discussion continued, focusing on operational safeguards during the 120-day transition period, with particular attention given to preventing unauthorized weekend parking. There was some concern about recurring Saturday parking issues and the need for clear, enforceable requirements. Following discussion, the applicant agreed that on Saturdays between 10:00 a.m. and 4:00 p.m., during the initial 120-day period, the lot would be either secured or attended whenever in use. Attorney Brookes read the additional language as: During the first 120 days, the lot shall be either locked or attended on Saturdays from 10:00am to 4:00pm.

PUBLIC COMMENT

No members of the public came forward.

Motion: **Commissioner Marriott moved, Commissioner Causey seconded, and the motion carried 4-0 to approve Resolution 2026-22, with conditions as recommended by staff and the additional condition that the lot be locked or attended on Saturdays between 10:00am and 4:00pm during the first 120 days.**

d. Resolution 2026-14: Rescinding an off-premise parking lot conditional use authorized for 3815 Gulf Boulevard, as originally approved under Resolution 2021-11

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH FINDING VIOLATIONS PURSUANT TO CONDITIONAL USE PERMIT RESOLUTION 2021-11, AUTHORIZING AN OFF-PREMISE PARKING LOT FOR THE HOTEL ZAMORA AT THE PROPERTY LOCATED AT 3815 GULF BOULEVARD (PARCEL # 073216073980010230), SECTION 2, CONDITION 10 THAT STATES "ANY VIOLATION OF THE ABOVE-STATED CONDITIONS WILL ALLOW THE CITY COMMISSION TO RESCIND OR MODIFY THE CONDITIONAL USE PERMIT"; RESCINDING THE AUTHORIZING RESOLUTION; AND PROVIDING FOR CORRECTION OF SCRIVENER'S ERROR AND AN EFFECTIVE DATE.

Attorney Brookes read Resolution 2026-14 in title only.

PUBLIC COMMENT

No members of the public came forward.

Motion: **Commissioner Maldonado moved, Commissioner Marriott seconded, and the motion carried 4-0 to approve Resolution 2026-14.**

e. Resolution 2026-16: Rescinding an off-premise parking lot conditional use authorized for 3855, 3859, and 3861 Gulf Boulevard, as originally approved under Resolution 2021-22

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH FINDING VIOLATIONS PURSUANT TO CONDITIONAL USE PERMIT RESOLUTION 2021-22, AUTHORIZING AN OFF-PREMISE PARKING LOT FOR THE TRADEWINDS AT THE PROPERTY LOCATED AT 3855, 3859, AND 3861 GULF BOULEVARD (PARCEL #S 073216073980010170, 073216181430010020,

073216181430010010), SECTION 2, CONDITION 10 THAT STATES "ANY VIOLATION OF THE ABOVE-STATED CONDITIONS WILL ALLOW THE CITY COMMISSION TO RESCIND OR MODIFY THE CONDITIONAL USE PERMIT"; RESCINDING THE AUTHORIZING RESOLUTION; AND PROVIDING FOR CORRECTION OF SCRIVENER'S ERROR AND AN EFFECTIVE DATE.

Attorney Brookes read Resolution 2026-16 in title only.

PUBLIC COMMENT

No members of the public came forward.

Motion: **Commissioner Marriott moved, Commissioner Maldonado seconded, and the motion carried 4-0 to approve Resolution 2026-16.**

7. ITEMS FOR DISCUSSION

a. **~~Short-Term Rental Registration Fees~~**

Item continued to the August 19 Commission Meeting.

b. **~~City Commission Agenda Timeline~~**

Item continued to the August 19 Commission Meeting.

c. **Beach Maintenance**

Commissioner Maldonado referred to a previous request from the City Manager for additional funding through the County's Tourist Development Tax (TDT) program for beach-related projects. City Manager Robustelli explained that while funding for ongoing beach maintenance had not been supported, the County had since created a new grant opportunity for beach park infrastructure and capital improvement projects. Commissioner Maldonado requested the Mayor, as the City's representative, to continue engaging with County officials and the Tourist Development Council to advocate for additional funding opportunities, noting that investment in the City's beaches directly benefits tourism and the County's bed tax revenues. Discussion included potential appointments to the Tourist Development Council and related advisory boards, as well as the importance of maintaining a strong presence in County discussions. There was support for developing a prioritized list of eligible beach and tourism-related capital projects that could be presented for future TDT funding opportunities. It was suggested that staff work with the Commission to identify projects that align with the County's funding criteria and to assist in preparing future funding requests. Commissioners agreed that continued collaboration with County officials and proactive advocacy would improve the City's ability to secure funding for projects that enhance the beaches and support tourism.

d. **HB803** (Added)

Commissioner Marriott introduced a discussion regarding House Bill 803, which includes numerous changes affecting building permits, permitting timelines, and local government authority over certain types of residential improvements. She noted that while many provisions may not apply to St. Pete Beach because of the City's floodplain regulations, she believed the legislation presented an opportunity to review the City's permitting practices and determine whether certain provisions could be voluntarily implemented to streamline the permitting process and reduce unnecessary permit requirements. She asked that the City Attorney, in coordination with the Community Development/Building Department, return at a future meeting with an overview of the legislation, identify which provisions apply to the City, explain how staff intends to comply with the new law, and outline any optional provisions the Commission may wish to consider adopting. The City Attorney advised that his office had already prepared an 11-page memorandum analyzing House Bill 803, including a number of recommendations, and said that he would coordinate with the Building Department before returning to the Commission with a presentation and recommendations. Commissioners agreed that evaluating the new legislation could help streamline permitting requirements, reduce workloads where appropriate, and improve service to residents.

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

Renee Rose, City Clerk – She announced that Jack Samorajczyk recently resigned from the Finance & Budget Review Committee after serving the City since 2007. On behalf of the City, thank you to Mr. Samorajczyk for nearly 20 years of dedicated volunteer service and leadership. We appreciate the time, expertise, and commitment he's given to St. Pete Beach.

Frances Robustelli, City Manager – nothing to report

City Attorney Brookes – nothing to report

Commissioner Maldonado – He asked residents to use caution when accepting free wood chips or other recycled materials. He noted that similar materials had previously been placed in a City park and contained debris that created safety concerns. He encouraged residents to inspect free materials carefully before using them.

Commissioner Causey – nothing to report

Commissioner Marriott – nothing to report

Mayor Tate – nothing to report

Mayor Tate adjourned the meeting at 10:25pm.

MINUTES APPROVED: AUGUST 19, 2026

RENEE ROSE	SCOTT TATE
CITY CLERK	MAYOR

CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS

Agenda Report

Agenda Title Name: Approval of street closure for Special Event for the St Pete Beach Classic to be held January 16 and 17, 2026.

Action Request: Approve the Special Event Permit with street closure for the 2027 St. Pete Beach Classic, subject to compliance with all applicable City requirements, permits, departmental approvals, and traffic control conditions.

Strategic Objective: Community Prosperity

Date: August 19, 2026

Prepared By: Mandy Edmunds, Operations Manager

Through: Frances Robustelli, City Manager

Summary of Issue: The City Commission is requested to consider approval of a Special Event Permit for the 2027 St. Pete Beach Classic, hosted by St. Pete Beach Classic LLC, to be held Saturday, January 16, 2027, through Sunday, January 17, 2027. The annual event will be based at the Sirata Beach Resort, located at 5300 Gulf Boulevard, and will feature a Half Marathon, 10K, and 5K road race. Event organizers anticipate attendance of approximately 2,000 participants and spectators over the two-day event.

The event will require temporary traffic control and roadway modifications along portions of Gulf Boulevard, Blind Pass and Pass A Grille Way consistent with previous years. The applicant has submitted a traffic control plan prepared by a licensed traffic engineering firm from 2024 which has been confirmed by Department of Transportation that this can be used when applying for the approval for 2027, along with a letter of authorization from the Sirata Beach Resort confirming its support for hosting the event. The event will include music, emcee announcements, face painting, portable restrooms, and alcohol service at the host venue. No food trucks or beach vehicle access are proposed.

In addition to the race activities, the applicant has partnered with the nonprofit organization Kids Getting Healthy 1 Step at a Time, whose mission is to remove financial barriers to youth participation in running by providing race entries, athletic gear, and mentorship opportunities for youth ages 12–17. Supporting documentation, proof of insurance, and required application materials have been submitted for staff review. Department of Transportation approval will be provided prior to December 2026.

The applicant will work with the Pinellas County Sheriff's Department to secure deputies for the event at an approximate cost of $22,000 as well as the St Pete Beach Fire Department for EMS service. Room rental at the Community Center will be coordinated through the Resident Services Department.

Funding: This event is fully funded by the applicant.

Attachments:

1. St Pete Beach Classic 01162027

St. Pete Beach
The Sunset Capital of Florida

City of St. Pete Beach Event Application

Applicant

Name of Applicant: Tony Garrett & Michael Gardner Title (If applicable): Owners/Race Directors

Name of Organization (if applicable): St. Pete Beach Classic LLC

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

Mailing Address: 2633 Pagoda Drive, Clearwater, Florida 33764

Cell Phone: (217) 218-7777/ - (813)817-6655 Email: info@stpetebeachclassic.com

Event Information

Event Title: St. Pete Beach Classic Event/Organization Web Address: stpetebeachclassic.com

Event Location(s): Sirata Beach Resort 5300 Gulf Blvd., St Pete Beach, Florida 33706

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

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
01/16/2027	Saturday	7:00 am	10:00 am
01/17/2027	Sunday	6:45 am	11:00 am

Set Up Date(s): 01/16/2027 Time(s) 4:00 am to 11:00 AM

Cleanup Date(s): 01/17/2027 Time(s) 4:00 am to 12 Noon

Description of Event: Outdoor Running Events - Half Marathon, 10K & 5K run

Will this be an Annual Event? ☑ Yes ☐ No If yes, next year's date(s): January 15th & 16th, 2028

Event Logistics

Estimated Attendance 2000 + (This Year) In 2024 there were about 2100 people (Last Year (if Applicable))

(includes event crew, participants, and spectators)

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

The EMS and fire vehicle fees are listed below:

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

List all event activities: Half Marathon, 10k & 5k

Electricity Needed ☑ Yes ☐ No Source: Sirata

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

Will Dumpsters be used? ☐ Yes ☐ No If yes *(include on **site plan**)*

How Many?____ Size:____ Installation Date:____ Removal Date:____

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) Music, mascot for kids, face painting possibly for kids & adults, MC

Parking Plan *(please be detailed and include on site map)*: TBA/TBD

Food and Beverage:

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

Will there be food trucks? ☐ Yes ☑ No

All food trucks must be registered with the city.

If yes, please list the truck/trailer vendors

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

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

Other Food Vendors that are not a truck or trailer

List all other vendors (art, crafts, clothes, etc) TBD / TBA - ALOT TO DISCUSS WITH THE CITY

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

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

NOTHING BIGGER THAN A 10 X 10 TBD

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

none

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

Vehicle on the Beach Permits

Do you need to have a vehicle on the beach for your event? ☐ Yes ☑ No

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

Street Closures

Does Event require any Road or Sidewalk Closures? ☑ Yes ☐ No

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

Road	Start Intersection	End Intersection	Date	Times
MOT to be provided	same as 2024			

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

will issue a site plan showing all locations

TBD

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

____ Barricades

____ Cones

____ Trash Bins

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

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

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

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

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

Michael Gardner	Michael Gardner
Print Name	Signature
St Pete Beach Classic LLC	05/13/2026
Corporation Name (if applicable)	Date

EVENT APPLICATION FEES

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

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

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

OTHER FEES

Temporary Structure, Outdoor Cooking and Beach Fire permits are $25 per permit.
Vehicle on the Beach permits is $15. Food Truck/Trailer permit is $170 annually
Fire Department stand – by is $125 per hour with a minimum of 3 hours (1 crew and vehicle)

City of St. Pete Beach Event Application Checklist

Please Include:

_____Site Plan: Maximum Size of 8.5" x 11" including the following information

- _____Location of food vendor area (s)
- _____ Tent locations and sizes
- _____ Location of food truck/trailers
- _____ Location of stage
- _____ Fuel storage/dispensing areas
- _____ Emergency access routes for LEO and Fire
- _____Location of vending booths
- _____Location of fire extinguishers & other life safety equipment
- _____Description of sound amplification facilities or equipment
- _____Location of alcoholic beverage consumption areas and vending
- _____Location of Generators
- _____Identify any fences/gates around the event
- _____Table, chair and equipment layout
- _____Location of portable restrooms
- _____Location of designated protest area (if applicable)

_____Traffic & Parking Plan and Map that includes: vendor parking, handicap parking, shuttle routes and times, shuttle drop off/pick up, and ride share drop off and pick up.

_____Safety Plan that includes vendor load in and out times

_____Certificate of Insurance

_____Copy of Impact Letter if closing streets for an event

_____Written authorization from all private properties that are included in the event plan

_____Outdoor Cooking Permit Application (if applicable)

_____Temporary Structure Permit Application (if applicable)

_____ Building Permit Application (if applicable for stages)

_____Vehicle on the Beach Permit Application (if applicable)

_____Beach Fire Permit Application (if applicable)

_____Tax Exempt Documentation (if applicable)

_____Non-Profit Documentation (if applicable)

Please send completed application to:
City of St. Pete Beach
Mandy Edmunds, Recreation Director
155 Corey Ave
St. Pete Beach, FL 33706

Or email to: aedmunds@stpetebeach.org
727-363-9246

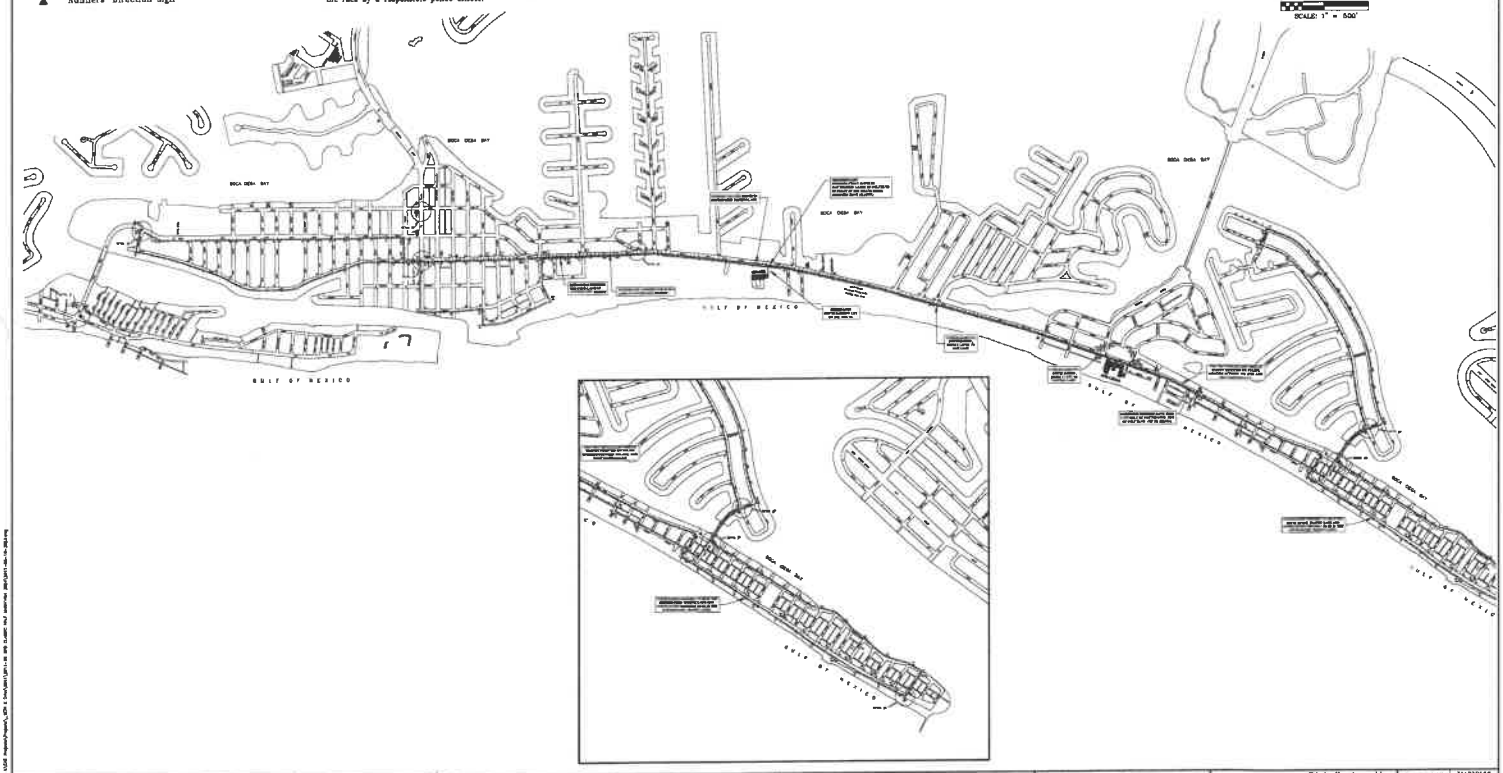
St. Pete Beach Classic Half Marathon
JANUARY 14, 2024

LEGEND:

- VMS "Event Ahead" or "Detour Ahead" sign
- Detour sign and direction (M4-10 L/R)
- Local traffic only barricade
- Half Marathon Route and direction
- Police Officer
- Volunteer
- Barricade
- Traffic Cones
- Runners 'Direction Sign'

GENERAL NOTES

1. Emergency vehicles will have the right-of-way.
2. The Pinellas County Sheriff Department will be providing a lead vehicle in front of the front runner for the entire course.
3. Every attempt should be made to keep each section of the course open to vehicular traffic until the lead runner approaches.
4. Every attempt should be made to remove all traffic control devices from each section of the course as soon as possible to restore normal operating conditions.
5. All traffic signals along the route will operate normally. A police officer will control traffic as runners approach.
6. Traffic control devices and their installation shall be in accordance with FDOT Standards Plans for Road Construction Index 102-7 series
7. Driveway cone spacing can be field adjusted the day of the race by a responsible police officer.



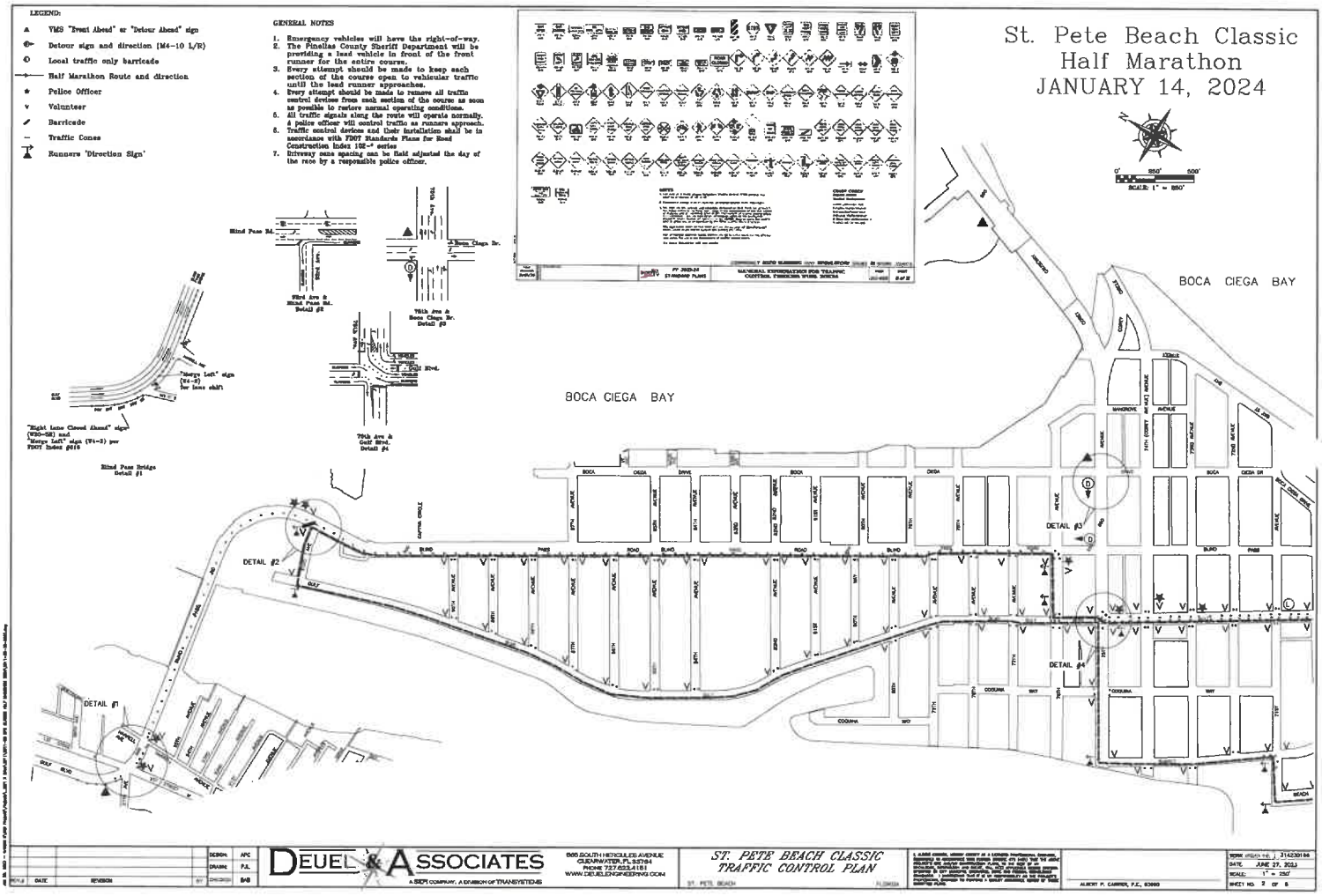
DESIGN	APC	DEUEL & ASSOCIATES A SEPI COMPANY, A DIVISION OF TRANSYSTEMS	625 SOUTH HERCULES AVENUE CLEARWATER, FL 33764 PHONE 727.852.4101 WWW.DEUELENGINEERING.COM
DRAWN	PJL		
CHECKED	APC		

ST. PETE BEACH CLASSIC TRAFFIC CONTROL PLAN

ST. PETE BEACH FLORIDA

Digitally signed by Albert P Carrier
Date: 2023.09.11 08:33:24 -04'00'

PROJECT NO.	31423018B
DATE	JUNE 27, 2023
SCALE	1" = 500'
SHEET NO.	1 OF 6


St. Pete Beach Classic
Half Marathon
JANUARY 14, 2024
LEGEND:
VMS "Event Ahead" or "Detour Ahead" sign
Detour sign and direction (M4-10 L/R)
Local traffic only barricade
Half Marathon Route and direction
Police Officer
Volunteer
Barricade
Traffic Cones
Runners 'Direction Sign'
GENERAL NOTES
1. Emergency vehicles will have the right-of-way.
2. The Pinellas County Sheriff Department will be providing a lead vehicle in front of the front runner for the entire course.
3. Every attempt should be made to keep each section of the course open to vehicular traffic until the lead runner approaches.
4. Every attempt should be made to remove all traffic control devices from each section of the course as soon as possible to restore normal operating conditions.
5. All traffic signals along the route will operate normally. A police officer will control traffic as runners approach.
6. Traffic control devices and their installation shall be in accordance with FDOT Standards Plans for Road Construction Index 102-* series
7. Driveway cone spacing can be field adjusted the day of the race by a responsible police officer.
Blind Pass Bridge Detail #1
75th Ave & Blind Pass Rd. Detail #2
75th Ave & Boca Ciega Dr. Detail #3
79th Ave & Gulf Blvd. Detail #4
"Right Lane Closed Ahead" sign (W20-5E) and "Merge Left" sign (W4-3) per FDOT Index #010
"Merge Left" sign (W4-2) for lane shift
BOCA CIEGA BAY
BOCA CIEGA BAY
DETAIL #1
DETAIL #2
DETAIL #3
DETAIL #4
SCALE: 1" = 850'
DEUEL & ASSOCIATES
A SEPI COMPANY, A DIVISION OF TRANSYSTEMS
605 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
PHONE 727.623.4181
WWW.DEUELENGINEERING.COM
ST. PETE BEACH CLASSIC
TRAFFIC CONTROL PLAN
ST. PETE BEACH
FLORIDA
ALBERT P. CARRIER, P.E. 53960
DATE: JUNE 27, 2023
SCALE: 1" = 250'
SHEET NO. 2 OF 5

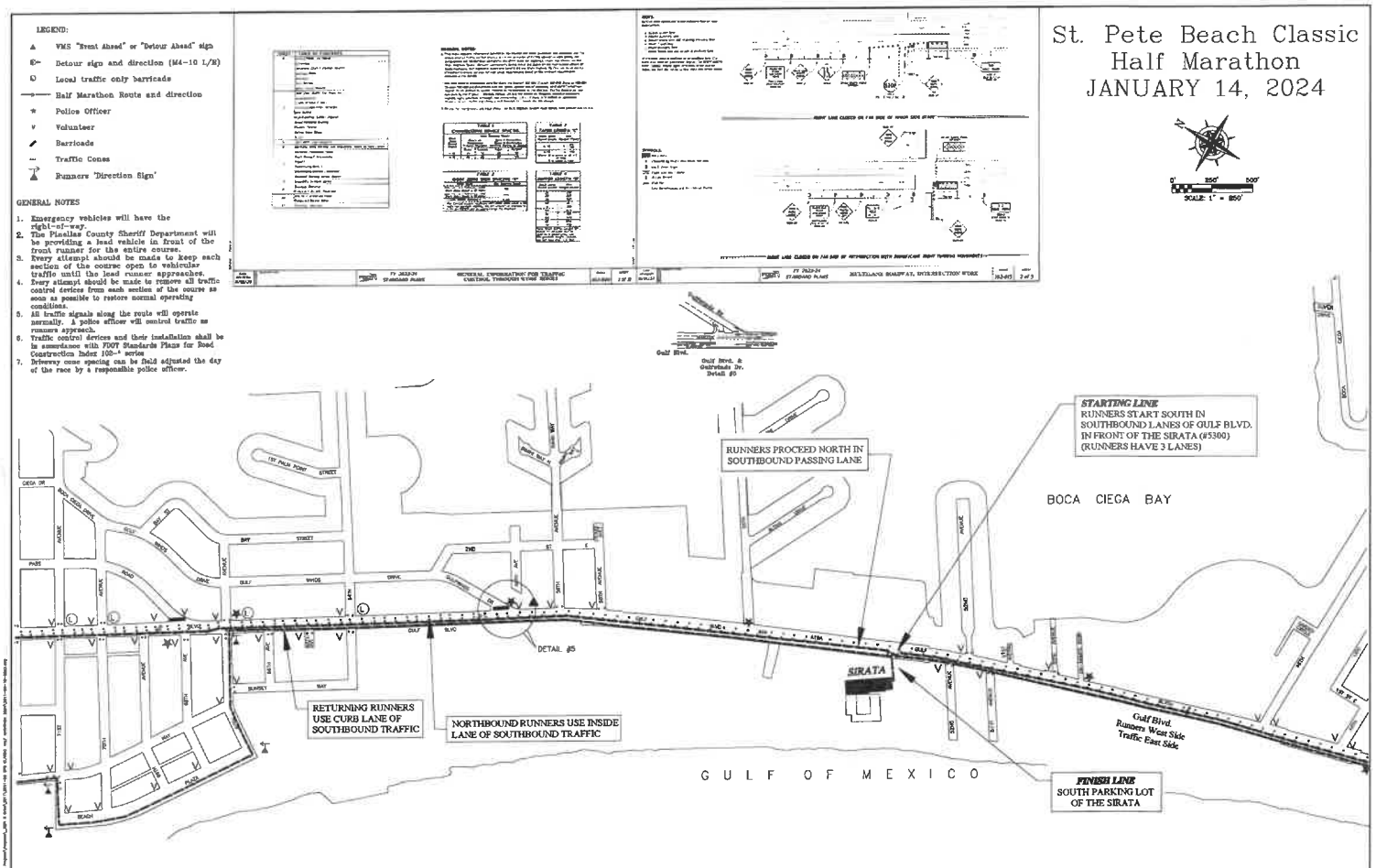
St. Pete Beach Classic Half Marathon
JANUARY 14, 2024

LEGEND:

- VMS "Event Ahead" or "Detour Ahead" sign
- Detour sign and direction (M4-10 L/R)
- Local traffic only barricade
- Half Marathon Route and direction
- Police Officer
- Volunteer
- Barricade
- Traffic Cones
- Runners 'Direction Sign'

GENERAL NOTES

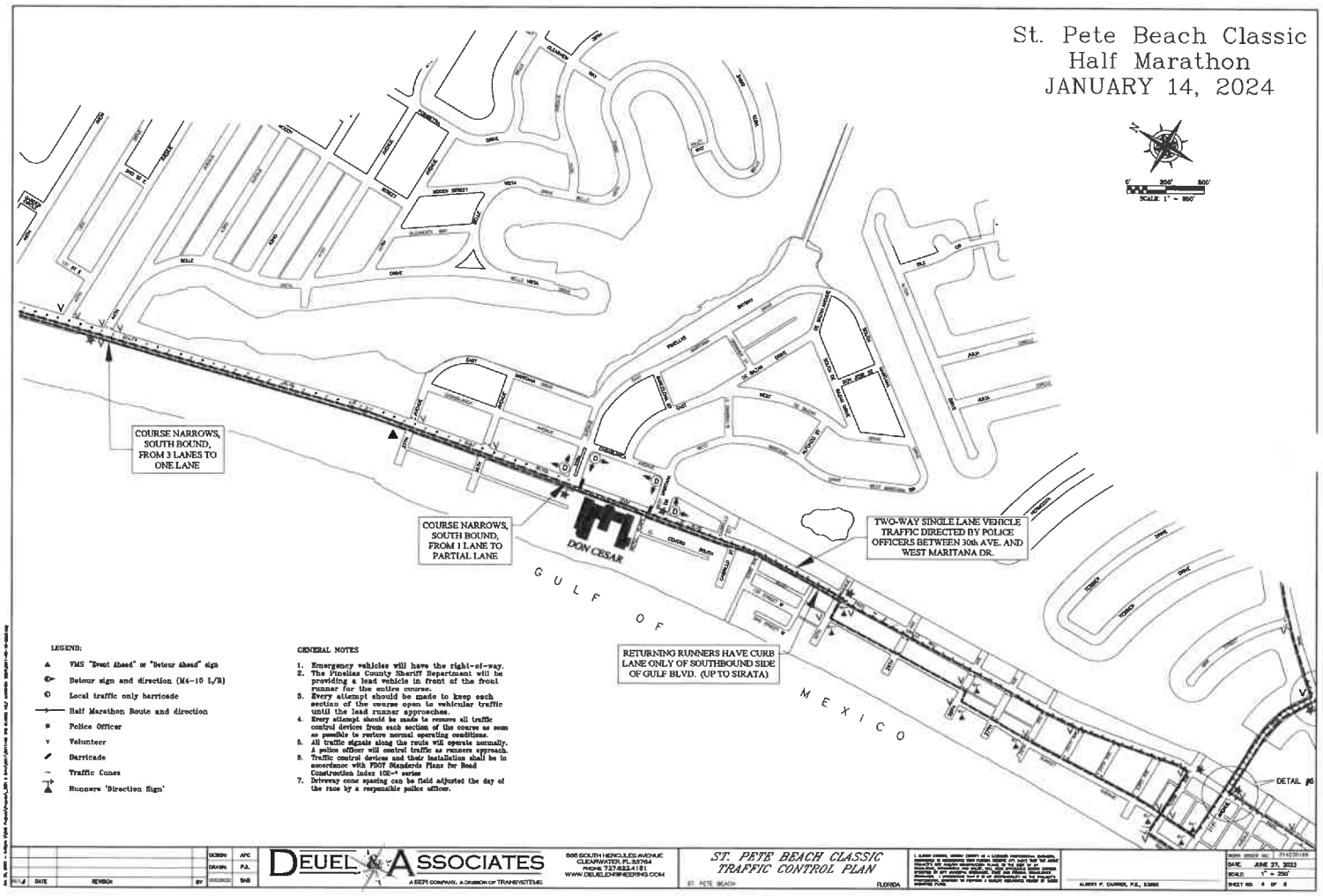
1. Emergency vehicles will have the right-of-way.
2. The Pinellas County Sheriff Department will be providing a lead vehicle in front of the front runner for the entire course.
3. Every attempt should be made to keep each section of the course open to vehicular traffic until the lead runner approaches.
4. Every attempt should be made to remove all traffic control devices from each section of the course as soon as possible to restore normal operating conditions.
5. All traffic signals along the route will operate normally. A police officer will control traffic as runners approach.
6. Traffic control devices and their installation shall be in accordance with FDOT Standards Plans for Road Construction Index 105-* series
7. Driveway cone spacing can be field adjusted the day of the race by a responsible police officer.



DEUEL & ASSOCIATES
A GEPI COMPANY, A DIVISION OF TRANSYSTEMS
505 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
PHONE 727.522.4151
WWW.DEUELENGINEERING.COM

ST. PETE BEACH CLASSIC TRAFFIC CONTROL PLAN
ST. PETE BEACH FLORIDA

ALBERT P. CARRIER, P.E., 53880



LEGEND:

- VMS "Event Ahead" or "Detour Ahead" sign
- Detour sign and direction (M4-10 L/R)
- Local traffic only barricade
- Half Marathon Route and direction
- Police Officer
- Volunteer
- Barricade
- Traffic Cones
- Runners 'Direction Sign'

GENERAL NOTES

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5. All traffic signals along the route will operate normally. A police officer will control traffic as runners approach.
6. Traffic control devices and their installation shall be in accordance with FDOT Standards Plans for Road Construction Index 102-4 series
7. Driveway cone spacing can be field adjusted the day of the race by a responsible police officer.

REV. #	DATE	REVISION	BY

DESIGN: APC
DRAWN: P.L.
REVIEWED: SAB

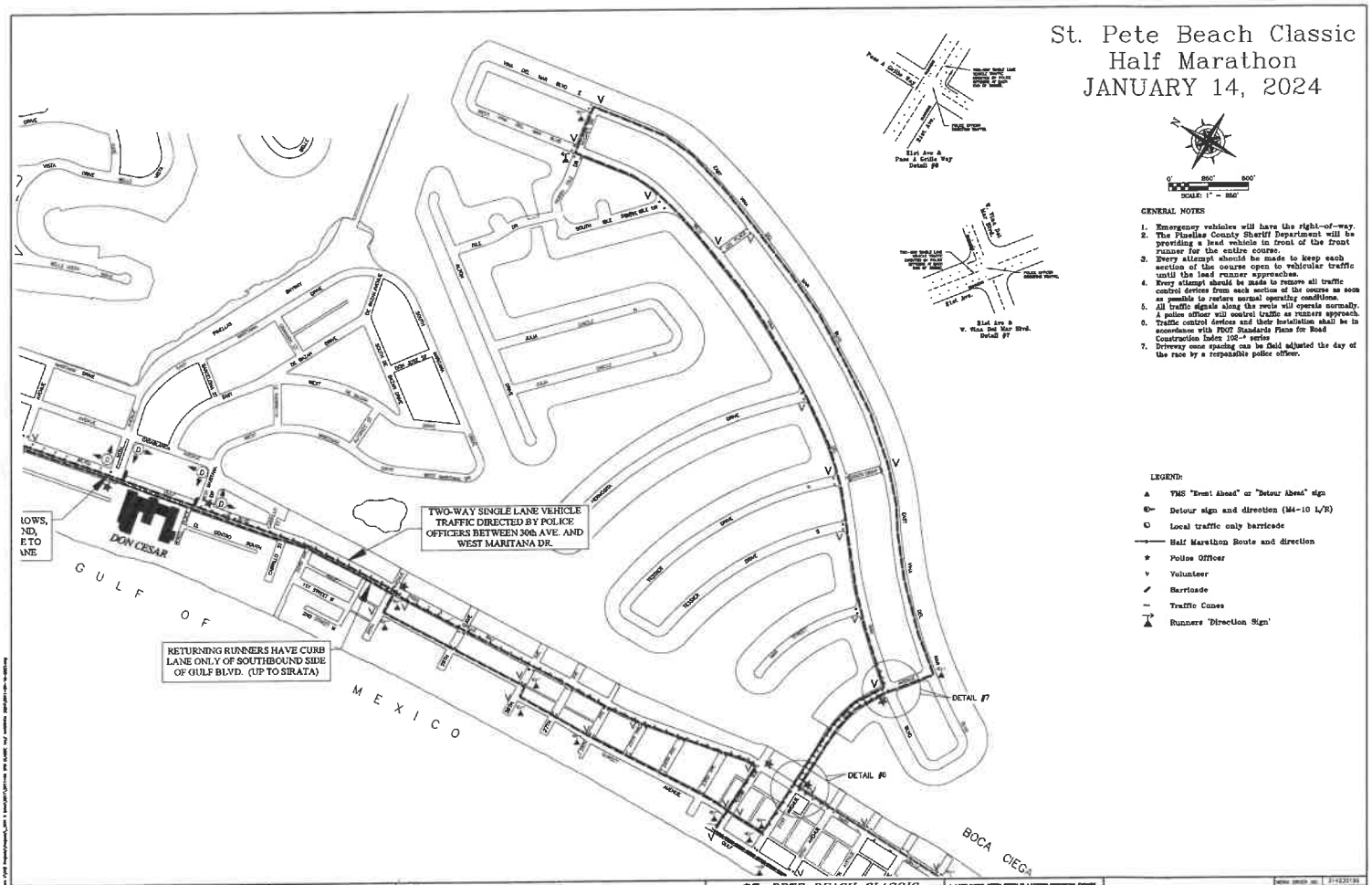
DEUEL & ASSOCIATES
A SEPI COMPANY, A DIVISION OF TRANSYSTEMS
565 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
PHONE 727.823.4181
WWW.DEUELENGINEERING.COM

ST. PETE BEACH CLASSIC
TRAFFIC CONTROL PLAN
ST. PETE BEACH FLORIDA

ALBERT P. DARRIN, P.E., 53860

WORK ORDER NO. 214230148
DATE: JUNE 27, 2023
SCALE: 1" = 250'
SHEET NO. 4 OF 6

St. Pete Beach Classic Half Marathon
JANUARY 14, 2024



GENERAL NOTES

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4. Every attempt should be made to remove all traffic control devices from each section of the course as soon as possible to restore normal operating conditions.
5. All traffic signals along the route will operate normally. A police officer will control traffic as runners approach.
6. Traffic control devices and their installation shall be in accordance with FDOT Standards Plans for Road Construction Index 102-* series
7. Driveway cone spacing can be field adjusted the day of the race by a responsible police officer.

LEGEND:

- VMS "Event Ahead" or "Detour Ahead" sign
- Detour sign and direction (M4-10 L/R)
- Local traffic only barricade
- Half Marathon Route and direction
- Police Officer
- Volunteer
- Barricade
- Traffic Cones
- Runners 'Direction Sign'

		DESIGN:	APC
		DRAWN:	P.K.
REV #	DATE	REVISION	BY	CHECKED:	BAD

DEUEL & ASSOCIATES
A SEPI COMPANY, A DIVISION OF TRANSYSTEMS

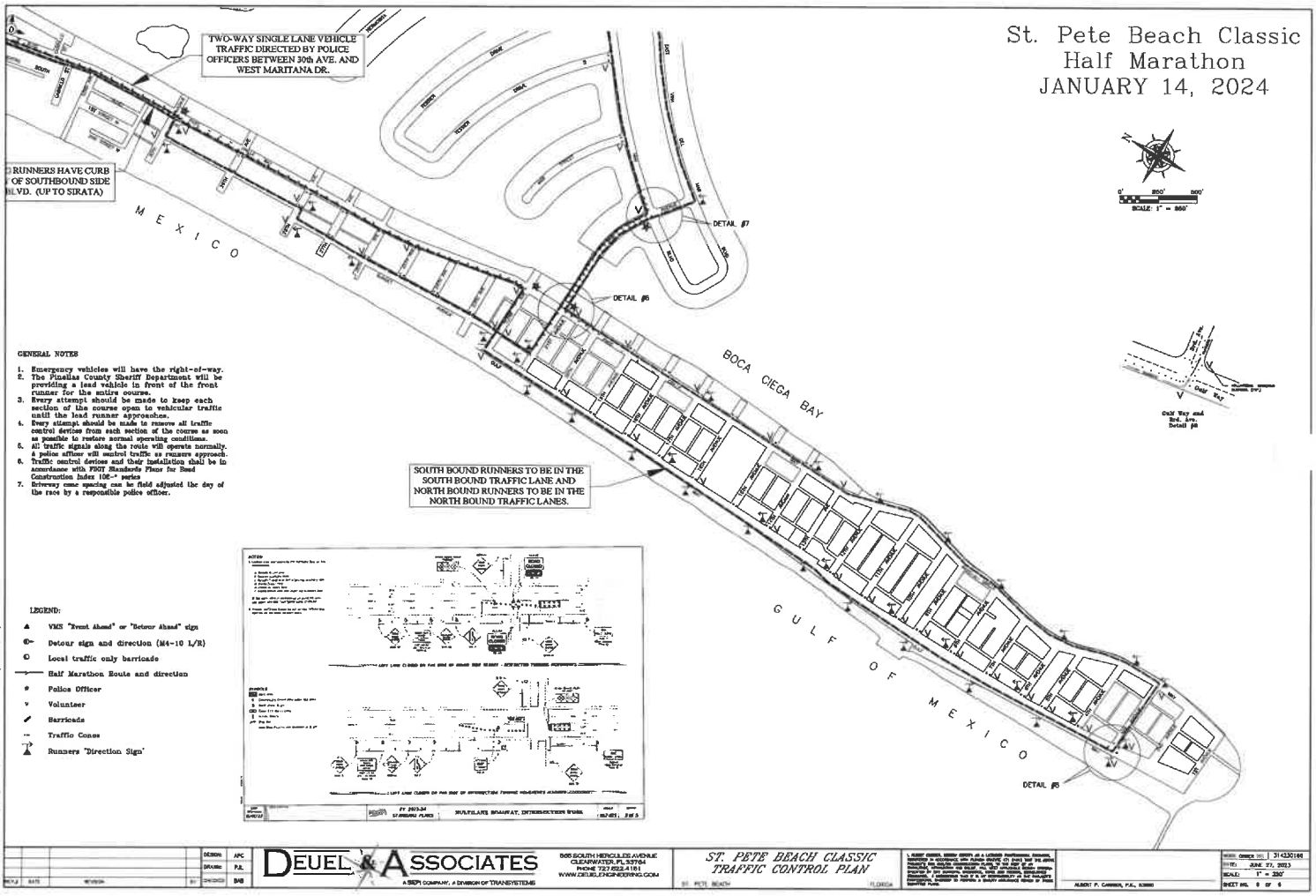
500 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
PHONE 727.822.4151
WWW.DEUELENGINEERING.COM

ST. PETE BEACH CLASSIC TRAFFIC CONTROL PLAN

ST. PETE BEACH FLORIDA

ALBERT P. DARKER, P.E., 53880

WORK ORDER NO. 21-0120139
DATE: JANE 27, 2023
SCALE: 1" = 250'
SHEET NO. 3 OF 6


St. Pete Beach Classic
Half Marathon
JANUARY 14, 2024
TWO-WAY SINGLE LANE VEHICLE TRAFFIC DIRECTED BY POLICE OFFICERS BETWEEN 30th AVE. AND WEST MARITANA DR.
RUNNERS HAVE CURB OF SOUTHBOUND SIDE BLVD. (UP TO SIRATA)
MEXICO
BOCA CIEGA BAY
GULF OF MEXICO
DETAIL #7
DETAIL #6
DETAIL #5
SOUTH BOUND RUNNERS TO BE IN THE SOUTH BOUND TRAFFIC LANE AND NORTH BOUND RUNNERS TO BE IN THE NORTH BOUND TRAFFIC LANES.
GENERAL NOTES
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2. The Pinellas County Sheriff Department will be providing a lead vehicle in front of the front runner for the entire course.
3. Every attempt should be made to keep each section of the course open to vehicular traffic until the lead runner approaches.
4. Every attempt should be made to remove all traffic control devices from each section of the course as soon as possible to restore normal operating conditions.
5. All traffic signals along the route will operate normally. A police officer will control traffic as runners approach.
6. Traffic control devices and their installation shall be in accordance with FDOT Standards Plans for Road Construction Index 102-* series
7. Driveway cone spacing can be field adjusted the day of the race by a responsible police officer.
LEGEND:
VMS "Event Ahead" or "Detour Ahead" sign
Detour sign and direction (M4-10 L/R)
Local traffic only barricade
Half Marathon Route and direction
Police Officer
Volunteer
Barricade
Traffic Cones
Runners "Direction Sign"
Gulf Way and 8th Ave. Detail #8
DEUEL & ASSOCIATES
A SSPI COMPANY, A DIVISION OF TRANSYSTEMS
505 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
PHONE 727.522.4181
WWW.DEUELENGINEERING.COM
ST. PETE BEACH CLASSIC TRAFFIC CONTROL PLAN
ST. PETE BEACH
FLORIDA
DESIGN: APC
DRAWN: P.E.
CHECKED: BAB
JUNE 27, 2023
SCALE: 1" = 250'
SHEET NO. 6 OF 6

KIDS GETTING HEALTHY 1 STEP AT A TIME

Program Proposal & Mission Overview Date: June 19, 2026

Mission Statement

To empower youth ages 12–17 to embrace a healthy, positive, and active lifestyle through the sport of running. By removing financial barriers and providing essential athletic gear and race entries, we foster self-worth, goal setting, and a lasting sense of pride and accomplishment in every participant.

The Action Plan: Gear & Access

To ensure participants are fully equipped for success, the non-profit will leverage community partnerships and store discounts to stretch donation dollars.

Participant Package

Each enrolled youth will receive a complete running kit:

- **1 Pair** of high-quality running shoes/tennis shoes.
- **2 Performance T-Shirts** (100% lightweight, breathable polyester).
- **2 Pairs** of dedicated running shorts.

Fully Funded Race Experiences

We believe in giving kids the exact same experience as every other athlete on the course. The non-profit will fully cover registration fees for local 5K events, ensuring the kids earn:

- **Official Finisher Medals:** A tangible symbol of hard work, dedication, and crossing the finish line.
- **Event Apparel & Swag:** Race-specific t-shirts, tank tops, socks, mugs, or aluminum water bottles.

- **The Podium Experience:** Opportunities to compete for 1st, 2nd, 3rd, and 4th place age-group awards, celebrating their speed and effort on stage with photos for family and friends.

Core Impact: What This Accomplishes for the Kids

1. Physical & Emotional Outlets

- **Healthy Stress Relief:** Channels frustration and anger into positive physical exertion, replacing negative emotions with the joy and endorphins of crossing a finish line.
- **Constructive Time Management:** Fills free time with productive, goal-oriented training rather than negative influences or idle habits.

2. Psychological & Character Development

- **Attainable Goal Setting:** Teaches youth how to set a goal (completing a 5K), train for it, and realize that dedication yields real results.
- **Pride & Self-Worth:** Watching an adult smile when receiving a finisher's medal proves how powerful that moment is; giving that same feeling to a teenager builds undeniable self-esteem.

3. Social Connection & Family Bonding

- **Community Building:** Introduces youth to a supportive network of peers, coaches, and volunteers, creating healthy new friendships.
- **Strengthening Families:** When a child stands on an award podium or crosses a finish line, parents celebrate. This shared pride blossoms into stronger parent-child relationships and inspires other families to get involved.

Outreach & Community Activation

Our staff and volunteers will systematically launch the program across multiple schools and cities using a grassroots approach:

- **School & Staff Partnerships:** Direct collaboration with teachers, guidance counselors, and school staff to identify kids who would benefit most.
- **Targeted Marketing:** Distributing informational handouts, posters, and contact cards directly to youth and families.
- **Accessible Communication:** Maintaining a dedicated website, inquiry email, and phone line so parents and kids can instantly get answers and start their running journey immediately.

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Not For Profit Corporation
KIDS GETTING HEALTHY 1 STEP AT A TIME, INC.

Filing Information

Document Number	N25000001696
FEI/EIN Number	NONE
Date Filed	02/13/2025
State	FL
Status	ACTIVE
Last Event	AMENDMENT AND NAME CHANGE
Event Date Filed	06/04/2026
Event Effective Date	NONE

Principal Address

2020 51ST AVE E
SUITE #109
PALMETTO, FL 34223

Mailing Address

2020 51ST AVE E
SUITE #109
PALMETTO, FL 34223

Registered Agent Name & Address

THE LAW OFFICES OF NICK SPRADLIN, PLLC
4300 BISCAYNE BLVD
SUITE 203
MIAMI, FL 33137

Officer/Director Detail

Name & Address

Title VP

TROMBLEY, LUKE J
2020 51ST AVE E
SUITE #109
PALMETTO, FL 34223

Title D

Date: June 26th, 2026

To: To Whom It May Concern

Subject: Letter of Intent to Host St. Pete Beach Classic

Dear City Representatives,

This letter serves as confirmation that the Sirata Beach Resort intends to host the St. Pete Beach Classic on our property located at 5300 Gulf Blvd, St Pete Beach, FL 33706 on Saturday, January 16th, 2027 through Sunday, January 27th, 2027.

We are pleased to support this event and are committed to working with the City of St Pete Beach and event organizers to provide the necessary venue space and hospitality services for its successful execution, subject to final event agreements and approvals.

We look forward to partnering with the City on this event.

Sincerely,

Shari Irwin
Director of Sales
Sirata Beach Resort
727-363-5176
shari.irwin@sirata.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/08/2026

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 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
Strategic Risk Transfers Inc
PO Box 639
Somers CT 06071

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): 508-304-6106 FAX (A/C, No): 508-304-6107
E-MAIL ADDRESS: scott@srtins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : US Specialty Insurance Co	29599
INSURER B : AmTrust North America	15954
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Finish Line Racing Events LLC
1212 West Del Webb Blvd
Sun City Center FL 33573

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Host Liquor Liability X Medical Expense GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		U26SE12007	07/11/2026	07/11/2027	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC4840108	07/03/2026	07/03/2027	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 100,000

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

The Certificate Holder is added as Additional Insured with respects to our Insured's operations only.
This insurance is primary and non-contributory as required by written contract.
List of events covered under the above policy numbers can be viewed on page #2 of the certificate of insurance form.

CERTIFICATE HOLDER

City of St. Pete Beach
155 Corey Ave
St. Pete Beach FL 33706

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Strategic Risk Transfers Inc		Finish Line Racing Events LLC 1212 West Del Webb Blvd Sun City Center, FL, 33573
POLICY NUMBER U26SE12007		
CARRIER US Specialty Insurance Co	NAIC CODE 29599	EFFECTIVE DATE: 07/11/2026

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Insured Events are the following:
Freaking Hot 5k to be held on 7/25/2026 in Clearwater, FL.
Best Damn Leftover 5k to be held on 9/26/2026 in Safety Harbor, FL.
Best Damn Race-Safety Harbor to be held on 2/6/2027 in Safety Harbor, FL.
St. Pete Beach Half Maarathon to be held on 1/16-17/2027 in St. Pete Beach, FL.
Best Damn Race-Orlando to be held on 3/6/2027 in Orlando, FL.

CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS

Agenda Report

Agenda Title Name: Approval of street closure and alcohol sales and consumption for Special Event for the 8th Avenue Block Party on October 17, 2026.

Action Request: Approve the Special Event Permit for the 8th Avenue Block Party to be held on Saturday, October 17, 2026, subject to compliance with all applicable City requirements, permits, departmental approvals, and conditions of approval.

Strategic Objective: Community Prosperity

Date: August 19, 2026

Prepared By: Mandy Edmunds, Operations Manager

Through: Frances Robustelli, City Manager

Summary of Issue: The City Commission is requested to consider approval of a Special Event Permit for the 8th Avenue Block Party, submitted by Scott Snyder on behalf of Shadracks. The event is proposed for Saturday, October 17, 2026, on 8th Avenue between Pass-a-Grille Way and Gulf Way. Event activities are scheduled to occur from 4:00 p.m. to 10:00 p.m., with setup beginning at 7:00 a.m. and cleanup completed by 11:00 p.m.

The 8th Avenue Block Party is an annual community event designed to showcase the Pass-a-Grille business district while providing entertainment and activities for residents and visitors. The event will feature live music, a DJ, arts and crafts vendors, food vendors, and alcohol service provided by participating businesses. Attendance is estimated at approximately 300 participants, an increase from the estimated 250 attendees at last year's event.

To accommodate the event, the applicant is requesting a temporary closure of 8th Avenue between Pass-a-Grille Way and Gulf Way from 1:00 p.m. to 11:00 p.m. A preliminary site plan identifying vendor locations has been submitted with the application and notes that

vendor assignments may be adjusted prior to the event. Parking for attendees will remain available in existing public parking areas throughout Pass-a-Grille. The applicant has also requested the use of City equipment, including 10 barricades, 6 traffic cones, and 6 trash receptacles, to support event operations.

The applicant will be responsible for all applicable special event permit fees, required insurance, and costs associated with public safety and other City services. Staff has reviewed the application and recommends approval of the Special Event Permit, subject to all applicable departmental reviews, permit conditions, and compliance with City regulations governing special events.

Funding: Applicant to pay for all fees associated with this event including Sheriff and permit fees, if required.

Attachments:

1. 8th Avenue Block Party 10172026

St. Pete Beach
The Sunset Capital of Florida

City of St. Pete Beach Event Application

Applicant

Name of Applicant: Scott Snyder Title (If applicable): Pres

Name of Organization (if applicable): Shadracks

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

Mailing Address: 144 8 Ave St. Pete Beach FL.

Cell Phone: 727-422-0758 Email: Shadracks720 Yahoo.com

Event Information

Event Title: 8TH AVE BLOCK PARTY Event/Organization Web Address:

Event Location(s): 8TH AVE S.P.B.

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

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
10-17-26	SATURDAY	4 PM	10 PM

Set Up Date(s): 10-17-26 Time(s) 7 AM to 4 PM

Cleanup Date(s): 10-17-26 Time(s) 10 PM to 11 PM

Description of Event: COMMUNITY BLOCK PARTY TO INCLUDE LIVE MUSIC, ARTS + CRAFTS VENDORS AND FOOD VENDORS

Will this be an Bi-Annual Event? ☒ Yes ☐ No If yes, next year's date(s): MAY 2027 + OCT 2027

Event Logistics

Estimated Attendance
(includes event crew, participants, and spectators)

300 — This Year

250 — Last Year (if Applicable)

The EMS and fire vehicle fees are listed below:

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

List all event activities: LIVE MUSIC, VENDORS, CRAFTS + FOOD

Electricity Needed ☐ Yes ☒ No Source: _____

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

Will Dumpsters be used? ☐ Yes ☒ No If yes *(include on site plan)*

How Many? _____ Size: _____ Installation Date: _____ Removal Date: _____

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) DJ AND LIVE BAND

Parking Plan *(please be detailed and include on site map)*: PARKING WILL BE PAY TO PARK AT REGULAR METERED SPOTS IN PAC.

Food and Beverage:

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

Will there be food trucks? ☐ Yes ☒ No ~~MAYBE - ACCEPTING APPLICATION~~

All food trucks must be registered with the city.

If yes, please list the truck/trailer vendors

1. _____
2. _____
3. _____
4. _____

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

Other Food Vendors that are not a truck or trailer

UNDETERMINED AT THIS TIME. ACCEPTING APPLICATIONS

List all other vendors (art, crafts, clothes, etc) UNDETERMINED AT THIS TIME - ACCEPTING APPLICATIONS.

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

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

N/A

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

N/A

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

Vehicle on the Beach Permits

Do you need to have a vehicle on the beach for your event? ☐ Yes ☒ No

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

Street Closures

Does Event require any Road or Sidewalk Closures? ☒ Yes ☐ No

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

Road	Start Intersection	End Intersection	Date	Times
8TH AVE	PAB WAY	GULF WAY	10-17-26	1AM - 11PM

Signage/Banners – Please list number, size and placement of each banner that you plan to use to promote the event. If requesting to hang a banner over 75th Ave, a FDOT permit is required and request must be made at least 90 days before the event.

NONE

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

10 Barricades

6 Cones

6 Trash Bins

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

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

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

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

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

Scott Bryden
Print Name

Signature

Shadracks
Corporation Name (if applicable)

03-31-26
Date

EVENT APPLICATION FEES

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

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

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

OTHER FEES

Temporary Structure, Outdoor Cooking and Beach Fire permits are $25 per permit.
Vehicle on the Beach permits is $15. Food Truck/Trailer permit is $170 annually
Fire Department stand – by is $125 per hour with a minimum of 3 hours (1 crew and vehicle)

City of St. Pete Beach Event Application Checklist

Please Include:

☐ Site Plan: Maximum Size of 8.5" x 11" including the following information

- ☐ Location of food vendor area (s)
- ☐ Tent locations and sizes
- ☐ Location of food truck/trailers
- ☐ Location of stage
- ☐ Fuel storage/dispensing areas
- ☐ Emergency access routes for LEO and Fire
- ☐ Location of vending booths
- ☐ Location of fire extinguishers & other life safety equipment
- ☐ Description of sound amplification facilities or equipment
- ☐ Location of alcoholic beverage consumption areas and vending
- ☐ Location of Generators
- ☐ Identify any fences/gates around the event
- ☐ Table, chair and equipment layout
- ☐ Location of portable restrooms
- ☐ Location of designated protest area (if applicable)

☐ Traffic & Parking Plan and Map that includes: vendor parking, handicap parking, shuttle routes and times, shuttle drop off/pick up, and ride share drop off and pick up.

☐ Safety Plan that includes vendor load in and out times

☐ Certificate of Insurance

☐ Copy of Impact Letter if closing streets for an event

☐ Written authorization from all private properties that are included in the event plan

☐ Outdoor Cooking Permit Application (if applicable)

☐ Temporary Structure Permit Application (if applicable)

☐ Building Permit Application (if applicable for stages)

☐ Vehicle on the Beach Permit Application (if applicable)

☐ Beach Fire Permit Application (if applicable)

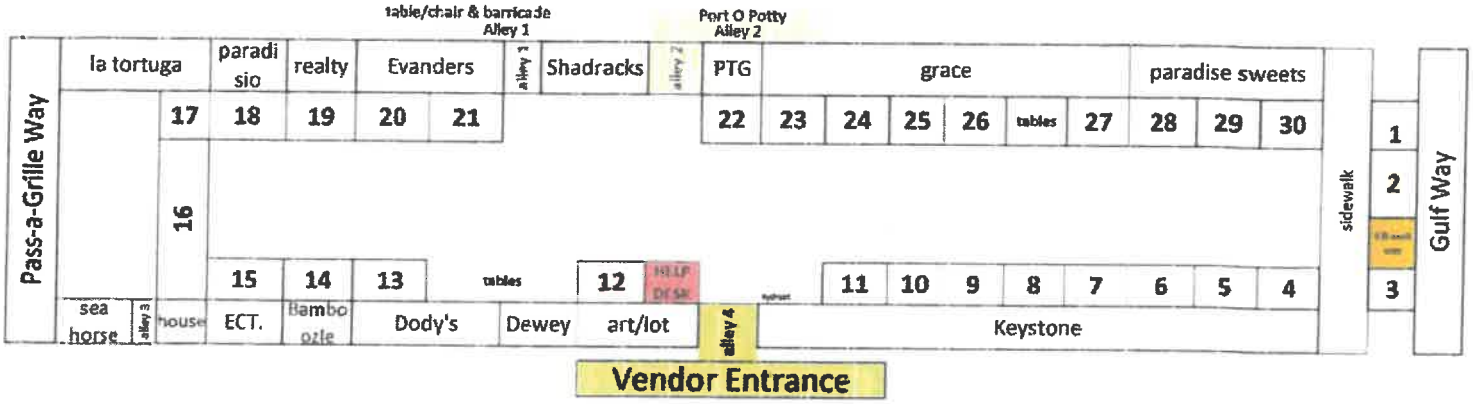
☐ Tax Exempt Documentation (if applicable)

☐ Non-Profit Documentation (if applicable)

City of St. Pete Beach

155 Corey Ave
St. Pete Beach, FL 33706

Site map - vendors may change



1	Main St. Boys	11	Brenda Painted	21	Chillin & Grillin
2	Reds Shadow	12	Beverage Tent	22	facepainting
3	Gath By Angel	13		23	SPB Concierge
4	Lylas Driftwood	14	Su Su's Fresh	24	Gracies Creations
5	Min & Mo Tea Towels	15	Diggy Dogs	25	Gracies Creations
6	Sea Turtle Trackers	16	Firemen Grill	26	Grace
7	K&T Design	17	La Tortuga	27	Island Life
8	Baba Art Magic	18	La Tortuga	28	Gulf To Bay Perm Jewlery
9	Lairmar Lane	19		29	Beryl Odour
10	Leslie Ponder	20	Doughlicious	30	Lori/ Badass Baubles

CITY OF ST. PETE BEACH

HOLD HARMLESS AGREEMENT AND RELEASE

FOR SPECIAL EVENT AND STREET CLOSURES

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

WHEREAS, Permit Holder desires to host SPECIAL EVENTS AND/OR STREET CLOSURES as provided by the CITY; and

WHEREAS, Permit Holder desires to host said activities and acknowledges that it may be subject to risks; and

WHEREAS, Permit Holder is willing to host said activities and agrees to hold the CITY harmless.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.

2. To the extent permitted by law, Permit Holder agrees to indemnify, hold harmless and defend the CITY, its members, officers, employees, agents, and assigns from and against all losses, claims, damages, suits, actions, demands, or liability and expense, including reasonable attorney's fees and costs of litigation through all appellate proceedings in connection with any and all claims whatsoever including but not limited to; personal injuries, property damage, including loss of use, or equitable relief, including but not limited to injunctive relief or declaratory judgment relief caused by the negligent or deliberate act or omission of Permit Holder or anyone else for who Permit Holder's acts may be liable. Permit Holder's liability hereunder shall include all attorneys' fees and costs incurred by the CITY in the enforcement of this indemnification provision. This provision includes claims made by Permit Holder, patrons of the event, and any other entity or individual participating in the event against the CITY.

3. Permit Holder hereby releases and discharges the CITY, its members, officers, employees and agents (hereinafter, collectively "Releasees" and individually "Releasee") from, and waive with respect to each Releasee, and covenants not to sue any Releasee for any and all liabilities, damages and expenses, including but not limited to attorney's fees, of any nature whatsoever arising from participation in said activities.

4. Permit Holder acknowledges that they have had a full opportunity to review this Hold Harmless Agreement and Release, have read and understand this Release, and have the opportunity for this Hold Harmless Agreement and Release to be reviewed by their attorney if desired. Permit

Holder further acknowledges and represents that they, the undersigned, have full authority to execute this Hold Harmless Agreement and Release, and are bound by this Hold Harmless Agreement and Release.

5. Permit Holder freely and voluntarily assumes all risk of loss or injury arising from hosting said activities whether due to their negligence or the negligence or intentional acts of others.

6. Permit Holder agrees not to represent themselves as a CITY employee or CITY affiliate.

7. Both parties agree to comply with all federal, state, and other applicable laws. Nothing herein shall be construed as a waiver of sovereign immunity, or the limitations set forth in Section 768.28, Florida Statutes.

8. If any one or more of the provisions of this Hold Harmless Agreement and Release shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. The parties recognize that the Hold Harmless Agreement and Release has been the result of negotiations of both parties. This Hold Harmless Agreement and Release shall not be construed or interpreted in any way against any one party on the basis that party drafted this Hold Harmless Agreement and Release.

9. This Hold Harmless Agreement and Release and any extensions, amendments, or attachments related hereto are public records subject to Chapter 119, Florida Statutes.

10. 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 in the same instrument.

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

Permit Holder	**City of St. Pete Beach:**
Signature:	Signature: AEdmunds
By: JERRY SARUBBE	By: Amanda Edmunds
Date: 7/23/26	Date: 7/23/26

CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS

Agenda Report

Agenda Title Name: Approval of Payment to Conure Telecom Services for License Plate Recognition System Services and Equipment in the amount of $73,500

Action Request: Motion to approve payment to Conure Telecom Services for License Plate Recognition System Services and Equipment in the amount of $73,500.

Strategic Objective: Operational Excellence

Date: August 19, 2026

Prepared By: Adam Poirrier, District Chief

Through: Frances Robustelli, City Manager

Summary of Issue: Conure's OLIOS License Plate Recognition (LPR) system is an integral component of the City's parking enforcement operations. The system utilizes vehicle-mounted cameras to scan license plates, compare them in real time against the City's parking management platforms, and identify vehicles that are in violation of parking regulations. The system integrates with the City's payment and permitting platforms to improve the efficiency and accuracy of parking enforcement activities.

The invoice includes the annual subscription cost for the OLIOS system for the period of August 1, 2025, through July 31, 2026, as well as the subscription renewal for August 1, 2026, through July 31, 2027. In addition, the invoice includes the purchase of six replacement License Plate Recognition cameras and the associated installation, testing, and connection accessories necessary to place the equipment into service.

The replacement cameras will ensure continued reliability of the City's parking enforcement system and support uninterrupted enforcement operations. Approval of this payment will maintain the City's subscription services while providing updated

equipment to replace aging components in the field.

Funding: Funding is available within the Parking Enterprise Fund and will be paid from parking fee revenues.

Attachments:

1. Conure Invoice 07.09.2026
2. Conure Telecom Services_License Plate Rec. -- destroy 12_31_2028
3. Conure-OLIOS-ServiceAgreement - 07.28.2025

Conure Telecom Services

July 9th, 2026

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

Invoice No. CON07092026

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL
1	Olios (LPR) Aug 1, 2025– July 31, 2026	1	$30,000	$30,000
2	Olios (LPR) Aug 1, 2026– July 31, 2027	1	$30,000	$30,000
3	New LPR Camera	6		$10,000
4	Installation/testing/new connection accessories	6		$3,500
			Total	**$73,500**

Conure Bank Information:

Bank of America

Routing #: 061000052

Account #: 3340 4456 3476

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

License Plate Recognition Solution

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

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

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

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

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

1. Recitals. The foregoing recitals are true and correct, and incorporated herein by reference.

2. Public Records. Vendor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**

3. Employment Eligibility. The Vendor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.

a. Vendor agrees to comply with all applicable portions of Fla. Stat. 448.095. Vendor must use the U.S. Department of Homeland Security's E-Verify System, https://e-verify.uscis.gov/emp to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.

b. Subcontractors (i) Vendor shall also require all subcontractors performing work

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

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

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

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

5. Term. This Agreement will remain in effect during the pilot program for a period of ninety (90) days from the Effective Date.

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

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

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

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

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

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

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

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

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

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

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

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

As to Vendor:
Conure Telecom Services, LLC
Attn: Hemant Nadgir
6465 E. Johns Crossing, Ste 110
Duluth, GA 30097

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

With Copy To:
Hemant.nadgir@conurets.com

With Copy To:
cityattorney@stpetebeach.org

15. 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.

16. 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.

17. 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.

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

19. 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.

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

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

Conure Telecom Services, LLC

Signature: _____

By: Hemant Nadgir

Its: Senior Vice President

Date: 08.22.2022

City of St. Pete Beach:

Signature: _____

By: Alex Rey

Its: City Manager

Date: 8/24/22

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Andrew Dickman
City Attorney

ATTEST:

Amber LaRowe
City Clerk

EXHIBIT "A"

Florida Public Records Law

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

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

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

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

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

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

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

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

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT "B"

(Place Vendor's Proposal behind this page)

This Master SaaS and Services Agreement (this "Agreement") is entered into by and between Conure Telecom Services, LLC., a Delaware corporation ("Conure") with a place of business at 6465 E Johns Crossing, Ste 110, Duluth, GA 30097, and City of St. Pete Beach, FL ("Customer"). Conure and Customer are sometimes referred to jointly as the "parties" or singularly as a "party."

RECITALS

WHEREAS Customer desires to obtain access to the Services with respect to certain of its information technology needs; and Conure wishes to provide the Services to Customer, each on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SERVICES

1.1 Purpose. This Agreement sets forth the terms and conditions under which Conure agrees to provide (i) certain hosted "solution/software as a service" ("Subscription Services") for certain software applications (each such application together with any applicable documentation thereto, and programming and user interfaces therefor, a "Platform") to Authorized Users, as further set forth on each order form ("Order Form") and (ii) if applicable, all other implementation services, customization, integration, data import and export, monitoring, technical support, maintenance, training, backup and recovery, and change management ("Professional Services" together with Subscription Services, the "Services") related to Customer's access to, and use of, such Subscription Services and each Platform, as further set forth on each statement of services ("Statement of Work") issued hereunder (Order Forms and Statements of Professional Services are sometimes referred to jointly as a "Statement of Services").

1.2 The Services; Access and Use License. Subject to the terms and conditions of this Agreement, during the Term, Conure shall use commercially reasonable efforts to provide (i) Customer and Authorized Users access to each Platform, and (ii) Customer the Professional Services. Subject to the terms and conditions of this Agreement, during the Term, Conure hereby grants Customer and

Authorized Users a non-exclusive, non-sublicensable, non-transferable, license to access and use each Platform, solely for internal business purposes as set forth herein.

1.3 Subscription Services. Each applicable Order Form shall specify and further describe the Subscription Services to be provided in accordance with the representations and warranties set forth herein, and shall identify, each applicable Platform, user limitations, fees, subscription term and other applicable terms and conditions.

1.4 Professional Services. Each applicable Statement of Work shall specify and further describe the Professional Services to be provided in accordance with the representations and warranties set forth herein, and may, but need not, include, the Professional Services offered, limitations, milestones, fees, term and other applicable terms and conditions.

1.5 Changes to Platform. Conure may, in its sole discretion, make any changes to any Platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Conure's products or services to its customers, (b) the competitive strength of, or market for, Conure's products or services, (c) such Platform's cost efficiency or performance, or (ii) to comply with applicable law.

2. PLATFORM ACCESS AND AUTHORIZED USER

2.1 Administrative/Executive Users. During the configuration and set-up process for each Platform, Customer will identify administrative/executive users for Customer's Conure account. Conure reserves the right to refuse registration of or cancel usernames and passwords it deems inappropriate.

2.2 Authorized Users. Customer may allow such number of Customer's employees and/or independent contractors as is indicated on an Order Form to use the applicable Platform on behalf of Customer as "Customer Users." Additionally, if applicable to a Platform, Customer may allow such number of designees ("Vendor Users" and together with Customer Users, "Authorized Users") and, subject to Conure's then-current Vendor Terms of Use, of its vendors ("Vendors") as is indicated on an Order Form, and their personnel, to access each Platform in connection with such Vendor's activity with Customer through such Platform. Authorized User subscriptions are for designated Authorized Users

and cannot be shared or used by more than one Authorized User but may be reassigned to new Authorized Users replacing former Authorized Users who no longer require ongoing use of the applicable Platform.

2.3 Authorized User Conditions to Use. As a condition to access and use of a Platform, (i) each Authorized User shall agree to abide by the terms of Conure's end-user terms of use which it may adopt from time to time, (ii) Customer Users shall agree to abide by the terms of this Agreement, or a subset hereof, and (iii) Vendor Users shall agree to abide by the terms of the then-current Conure Vendor Terms of Service applicable to such Platform, and, in each case, Customer shall ensure such compliance. Customer shall immediately notify Conure of any violation of the terms of any of the foregoing by any Authorized User upon becoming aware of such violation and shall be liable for any breach of the foregoing agreements by any Authorized User.

3. ADDITIONAL RESTRICTIONS AND RESPONSIBILITIES

3.1 Software Restrictions. Customer will not, nor permit or encourage any third party to, directly or indirectly (i) reverse engineer, decompile, disassemble or otherwise attempt to discover or derive the source code, object code or underlying structure, ideas, know-how or algorithms relevant to a Platform or any software, documentation or data related to a Platform ("Software"); (ii) modify, translate, or create derivative works based on a Platform or any Software; (iii) use a Platform or any Software for timesharing or service bureau purposes or other computer service to a third party; (iv) modify, remove or obstruct any proprietary notices or labels; or (v) use any Software or a Platform in any manner to assist or take part in the development, marketing or sale of a product potentially competitive with such Software or Platform. For the avoidance of doubt, Software and the Services, including all user-visible aspects of the Services, are the Confidential Information of Conure, and Customer will comply with Section 4 with respect thereto.

3.2 Cooperation. Customer shall provide all cooperation and assistance as Conure may reasonably request to enable Conure to exercise its rights and perform its obligations under, and in connection with, this Agreement, including providing Conure with such access to Customer's premises and its information technology infrastructure as is necessary for Conure to perform the Services in accordance with this Agreement.

3.3 Restrictions on Export. Customer may not remove or export from the United States or allow the export or re-export of the Software or anything related to a Platform, Software or Services, or any direct product thereof in violation of any restrictions, laws or regulations of any United States or foreign agency or authority.

4. FEES & PAYMENT

4.1 Fees. Customer will pay Conure the then-applicable fees described in an Order Form or Statement of Work, as applicable, in accordance with the terms set forth therein ("Fees"), including, for the avoidance of doubt, any fees incurred through Customer's use of a Platform exceeding a services capacity parameter specified on an Order Form.

4.2 Payment. Conure may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Conure thirty (30) days after the mailing date of the invoice (unless otherwise specified on the applicable Order Form). Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection. In addition to any other remedies available, Conure may suspend Services in the event of payment delinquency.

4.3 No Deductions or Setoffs. All amounts payable to Conure hereunder shall be paid by Customer to Conure in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason except as may be required by applicable law.

5. TERM AND TERMINATION

5.1 Termination. Conure may terminate this Agreement upon written notice to Customer if no Statement of Services is in effect. In addition to any other remedies it may have, either party may also terminate this Agreement upon written notice if the other party fails to pay any amount when due or otherwise materially breaches this Agreement and fails to cure such breach within thirty (30) days or as agreed upon by both parties after receipt of written notice of such breach from the non-breaching party. Notwithstanding the foregoing, if Customer is a state agency or a political subdivision of a state,

or a federal agency or a political subdivision of the federal government, Customer may terminate this Agreement at any time (i) for convenience upon ninety (90) days' written notice to Conure, or (ii) if adequate funds to pay Conure all fees owed hereunder are not appropriated to such Customer during the Term, unless otherwise authorized by law; provided, it is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience, substation for another procurement system or solution, or to circumvent the requirements of this Agreement in any way.

5.2 Effect of Termination. Upon termination of the Agreement, each outstanding Statement of Services, if any, shall terminate and Customer shall immediately cease all use of, and all access to, the Subscription Services and Conure shall immediately cease providing the Professional Services. If (i) Conure terminates this Agreement pursuant to the second sentence of Section 5.1, or (ii) Customer terminates this Agreement pursuant to clause (i) of the last sentence of Section 5.1, all Fees that would have become payable had each outstanding Statement of Service remained in effect until expiration of its current term will become immediately due and payable.

6. WARRANTY AND DISCLAIMER

6.1 Warranties. Conure represents and warrants that it will perform the Professional Services in a professional and workmanlike manner. Each party represents and warrants that it has the legal power to enter into this Agreement..

6.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN A STATEMENT OF SERVICE, CONURE DOES NOT WARRANT THAT ACCESS TO THE PLATFORMS, SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES CONURE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. FURTHER, CONURE MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SERVICES PROVIDED BY THIRD PARTY TECHNOLOGY SERVICE PROVIDERS RELATING TO OR SUPPORTING A PLATFORM, INCLUDING HOSTING AND MAINTENANCE SERVICES, AND ANY CLAIM OF CUSTOMER ARISING FROM OR RELATING TO SUCH SERVICES SHALL, AS BETWEEN CONURE AND SUCH SERVICE PROVIDER, BE SOLELY AGAINST SUCH SERVICE PROVIDER. THE PLATFORMS, SOFTWARE AND SERVICES ARE PROVIDED "AS IS," AND CONURE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, MPLIED WARRANTIES OF NON-

INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. PUBLICITY

Customer agrees that Conure may identify Customer as a customer and use Customer's logo and trademark in Conure's promotional materials. Customer may request that Conure stop doing so by submitting an email to sales@conurets.com at any time. Customer acknowledges that it may take Conure up to 30 days to process such request. Notwithstanding anything herein to the contrary, Customer acknowledges that Conure may disclose the existence and terms and conditions of this Agreement to its advisors, actual and potential sources of financing and to third parties for purposes of due diligence.

8. NOTICES

All notices, consents, and other communications between the parties under or regarding this Agreement must be in writing (which includes email and facsimile) and be addressed according to information provided on an Order Form.

All notices, consents and other communications between the parties under a Statement of Services will be sent to the recipient's address specified thereon. All communications will be deemed to have been received on the date actually received. Either party may change its address for notices by giving written notice of the new address to the other party in accordance with this Section.

Statement of Work

This Statement of Work is pursuant to the terms per the Master SaaS and Services Agreement (" Agreement")

Product/Solution : Conure OLIOS LPR Solution

Solution Description : Conure's OLIOS solution is a smart License Plate Recognition (LPR) solution that enables parking enforcement officers to scan license plates of parked vehicles, leveraging Conure's *PlateScan* technology, and providing officers with authorized/unauthorized status and alerts in real-time. OLIOS solution offers cities real-time operational intelligence and status of parked vehicles thus enabling smart and efficient enforcement, with easy-to-use user interface.

Solution Details :

OLIOS Web Portal Access (Executive & PEO users)

OLIOS Smart LPR Cameras mounted on city vehicle(s) - 3

OLIOS Solution Cloud hosting on Conure Server

Online On Demand Real-Time/Historical Reports

OLIOS PEO desktop solution installed on laptop with PEO login

Payment API (ParkMobile, Flowbird) Integration

Digital Permit API (Passport) Integration

Geofence management for parking enforcement by zones

Conure will retain the data for upto 3 months.

Internet access in vehicles to be provided by city

Pilot Project Term : 90 Days

Terms of Pilot Program: The project should run for 90 days, which may be terminated by the City at any time with at least 48-hour notice to Michelle Gonzalez, Director of Community Development.

The project shall not constitute an agreement nor shall it in any way imply an agreement that will be executed at a later date.

At the end of the project the City, in its sole discretion, will determine how and if it would like to proceed.

Conure will indemnify, defend and hold City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorneys' fees and cost of litigation through all appellate proceedings, arising from the performance or non-performance of the project, whether caused in part by the City or not.

Term Start Date : August, 2022 (exact date to be coordinated with City of St Pete Beach)

ALPR Performance : The pilot performance evaluation criteria for OLIOS ALPR solution would be based on the following:

- License Plate Scan Accuracy > 97%
- License Plate Read Accuracy > 95%
- Unauthorized Parking Session Detection Accuracy > 95%

Price for Pilot : $0 for duration of the 90-day pilot program

Upon successful completion of free pilot program, and if City decides to move forward with procurement of OLIOS PEO LPR solution for ongoing use, pricing will be as follows:

Vehicle 1 : Year 1 : $24,900 for Vehicle 1 for year 1. Price includes all hardware + software license and support maintenance for 1st year. Hardware will be owned by City upon Year 1 payment. Laptop will be provided by the City; laptop discount included in the price.

Year 2 and onwards : $5000 per year for Vehicle 1 for annual software license and support maintenance.

Vehicle 2 & 3 : $3500 per year per vehicle annual software license and support maintenance for Vehicles 2 & 3. Conure will do even exchange for current non-functional lpr cameras along with associated accessories on Vehicles 2 & 3 with OLIOS cameras, accessories, and OLIOS software license. Laptop will be provided by City.

The parties are signing this Service Agreement.

Conure Telecom Services, LLC

By: _____

Name: Hemant Nadgir

Date: Aug 19, 2022

Address: 6465 E Johns Crossing, Ste 110, Duluth, GA 30097, USA

City of St. Pete Beach, Florida

By: _____

Name: Alex Rey

Date: 8/25/22

Address: 155 Corey Avenue, St. Pete Beach, FL 33706

This Master SaaS and Services Agreement (this "Agreement") is entered into by and between Conure Telecom Services, LLC., a Delaware corporation ("Conure") with a place of business at 3430 Paddocks Pkwy, Ste 110, Suwanee, GA 30024 and City of St. Pete Beach, FL ("Customer"). Conure and Customer are sometimes referred to jointly as the "parties" or singularly as a "party."

RECITALS

WHEREAS Customer desires to obtain access to the Services with respect to certain of its information technology needs; and Conure wishes to provide the Services to Customer, each on the terms and conditions set forth in this Agreement.

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1.2 The Services: Access and Use License. Subject to the terms and conditions of this Agreement, during the Term, Conure shall use commercially reasonable efforts to provide (i) Customer and Authorized Users access to each Platform, and (ii) Customer the Professional Services. Subject to the terms and conditions of this Agreement, during the Term, Conure hereby grants Customer and

Authorized Users a non-exclusive, non-sublicensable, non-transferable, license to access and use each Platform, solely for internal business purposes as set forth herein.

1.3 Subscription Services. Each applicable Order Form shall specify and further describe the Subscription Services to be provided in accordance with the representations and warranties set forth herein, and shall identify, each applicable Platform, user limitations, fees, subscription term and other applicable terms and conditions.

1.4 Professional Services. Each applicable Statement of Work shall specify and further describe the Professional Services to be provided in accordance with the representations and warranties set forth herein, and may, but need not, include, the Professional Services offered, limitations, milestones, fees, term and other applicable terms and conditions.

1.5 Changes to Platform. Conure may, in its sole discretion, make any changes to any Platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Conure's products or services to its customers, (b) the competitive strength of, or market for, Conure's products or services, (c) such Platform's cost efficiency or performance, or (ii) to comply with applicable law.

2. PLATFORM ACCESS AND AUTHORIZED USER

2.1 Administrative/Executive Users. During the configuration and set-up process for each Platform, Customer will identify administrative/executive users for Customer's Conure account. Conure reserves the right to refuse registration of or cancel usernames and passwords it deems inappropriate.

2.2 Authorized Users. Customer may allow such number of Customer's employees and/or independent contractors as is indicated on an Order Form to use the applicable Platform on behalf of Customer as "Customer Users." Additionally, if applicable to a Platform, Customer may allow such number of designees ("Vendor Users" and together with Customer Users, "Authorized Users") and, subject to Conure's then-current Vendor Terms of Use, of its vendors ("Vendors") as is indicated on an Order Form, and their personnel, to access each Platform in connection with such Vendor's activity with Customer through such Platform. Authorized User subscriptions are for designated Authorized Users

and cannot be shared or used by more than one Authorized User but may be reassigned to new Authorized Users replacing former Authorized Users who no longer require ongoing use of the applicable Platform.

2.3 Authorized User Conditions to Use. As a condition to access and use of a Platform, (i) each Authorized User shall agree to abide by the terms of Conure's end-user terms of use which it may adopt from time to time, (ii) Customer Users shall agree to abide by the terms of this Agreement, or a subset hereof, and (iii) Vendor Users shall agree to abide by the terms of the then-current Conure Vendor Terms of Service applicable to such Platform, and, in each case, Customer shall ensure such compliance. Customer shall immediately notify Conure of any violation of the terms of any of the foregoing by any Authorized User upon becoming aware of such violation and shall be liable for any breach of the foregoing agreements by any Authorized User.

3. ADDITIONAL RESTRICTIONS AND RESPONSIBILITIES

3.1 Software Restrictions. Customer will not, nor permit or encourage any third party to, directly or indirectly (i) reverse engineer, decompile, disassemble or otherwise attempt to discover or derive the source code, object code or underlying structure, ideas, know-how or algorithms relevant to a Platform or any software, documentation or data related to a Platform ("Software"); (ii) modify, translate, or create derivative works based on a Platform or any Software; (iii) use a Platform or any Software for timesharing or service bureau purposes or other computer service to a third party; (iv) modify, remove or obstruct any proprietary notices or labels; or (v) use any Software or a Platform in any manner to assist or take part in the development, marketing or sale of a product potentially competitive with such Software or Platform. For the avoidance of doubt, Software and the Services, including all user-visible aspects of the Services, are the Confidential Information of Conure, and Customer will comply with Section 4 with respect thereto.

3.2 Cooperation. Customer shall provide all cooperation and assistance as Conure may reasonably request to enable Conure to exercise its rights and perform its obligations under, and in connection with, this Agreement, including providing Conure with such access to Customer's premises and its information technology infrastructure as is necessary for Conure to perform the Services in accordance with this Agreement.

3.3 Restrictions on Export. Customer may not remove or export from the United States or allow the export or re-export of the Software or anything related to a Platform, Software or Services, or any direct product thereof in violation of any restrictions, laws or regulations of any United States or foreign agency or authority.

4. FEES & PAYMENT

4.1 Fees. Customer will pay Conure the then-applicable fees described in an Order Form or Statement of Work, as applicable, in accordance with the terms set forth therein ("Fees"), including, for the avoidance of doubt, any fees incurred through Customer's use of a Platform exceeding a services capacity parameter specified on an Order Form.

4.2 Payment. Conure may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Conure thirty (30) days after the mailing date of the invoice (unless otherwise specified on the applicable Order Form). Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection. In addition to any other remedies available, Conure may suspend Services in the event of payment delinquency.

4.3 No Deductions or Setoffs. All amounts payable to Conure hereunder shall be paid by Customer to Conure in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason except as may be required by applicable law.

5. TERM AND TERMINATION

5.1 Termination. Conure may terminate this Agreement upon written notice to Customer if no Statement of Services is in effect. In addition to any other remedies it may have, either party may also terminate this Agreement upon written notice if the other party fails to pay any amount when due or otherwise materially breaches this Agreement and fails to cure such breach within thirty (30) days or as agreed upon by both parties after receipt of written notice of such breach from the non-breaching party. Notwithstanding the foregoing, if Customer is a state agency or a political subdivision of a state,

or a federal agency or a political subdivision of the federal government, Customer may terminate this Agreement at any time (i) for convenience upon ninety (90) days' written notice to Conure, or (ii) if adequate funds to pay Conure all fees owed hereunder are not appropriated to such Customer during the Term, unless otherwise authorized by law; provided, it is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience, substation for another procurement system or solution, or to circumvent the requirements of this Agreement in any way.

5.2 Effect of Termination. Upon termination of the Agreement, each outstanding Statement of Services, if any, shall terminate and Customer shall immediately cease all use of, and all access to, the Subscription Services and Conure shall immediately cease providing the Professional Services. If (i) Conure terminates this Agreement pursuant to the second sentence of Section 5.1, or (ii) Customer terminates this Agreement pursuant to clause (i) of the last sentence of Section 5.1, all Fees that would have become payable had each outstanding Statement of Service remained in effect until expiration of its current term will become immediately due and payable.

6. WARRANTY AND DISCLAIMER

6.1 Warranties. Conure represents and warrants that it will perform the Professional Services in a professional and workmanlike manner. Each party represents and warrants that it has the legal power to enter into this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN A STATEMENT OF SERVICE, CONURE DOES NOT WARRANT THAT ACCESS TO THE PLATFORMS, SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES CONURE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. FURTHER, CONURE MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SERVICES PROVIDED BY THIRD PARTY TECHNOLOGY SERVICE PROVIDERS RELATING TO OR SUPPORTING A PLATFORM, INCLUDING HOSTING AND MAINTENANCE SERVICES, AND ANY CLAIM OF CUSTOMER ARISING FROM OR RELATING TO SUCH SERVICES SHALL, AS BETWEEN CONURE AND SUCH SERVICE PROVIDER, BE SOLELY AGAINST SUCH SERVICE PROVIDER. THE PLATFORMS, SOFTWARE AND SERVICES ARE PROVIDED "AS IS," AND CONURE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, MPLIED WARRANTIES OF NON-

INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. PUBLICITY

Customer agrees that Conure may identify Customer as a customer and use Customer's logo and trademark in Conure's promotional materials. Customer may request that Conure stop doing so by submitting an email to sales@conurets.com at any time. Customer acknowledges that it may take Conure up to 30 days to process such request. Notwithstanding anything herein to the contrary, Customer acknowledges that Conure may disclose the existence and terms and conditions of this Agreement to its advisors, actual and potential sources of financing and to third parties for purposes of due diligence.

8. NOTICES

All notices, consents, and other communications between the parties under or regarding this Agreement must be in writing (which includes email and facsimile) and be addressed according to information provided on an Order Form.

All notices, consents and other communications between the parties under a Statement of Services will be sent to the recipient's address specified thereon. All communications will be deemed to have been received on the date actually received. Either party may change its address for notices by giving written notice of the new address to the other party in accordance with this Section.

Statement of Work

This Statement of Work is pursuant to the terms per the Master SaaS and Services Agreement (" Agreement")

Product/Solution : Conure OLIOS LPR Solution

Solution Description : Conure's OLIOS solution is a smart License Plate Recognition (LPR) solution that enables parking enforcement officers to scan license plates of parked vehicles, leveraging Conure's *PlateScan* technology, and providing officers with authorized/unauthorized status and alerts in real-time. OLIOS solution offers cities real-time operational intelligence and status of parked vehicles thus enabling smart and efficient enforcement, with easy-to-use user interface.

Solution Details :

OLIOS Web Portal Access (Executive & PEO users)

OLIOS Smart LPR Cameras mounted on city vehicle(s) - 3

OLIOS Solution Cloud hosting on Conure Server

Online On Demand Real-Time/Historical Reports

OLIOS PEO desktop solution installed on laptop with PEO login

Payment API (ParkMobile, Flowbird) Integration

Digital Permit API (Passport) Integration

Geofence management for parking enforcement by zones

Conure will retain the data for upto 3 months.

Internet access in vehicles to be provided by city

No of vehicles: 3

Term Start Date : August 1st, 2025

ALPR Performance : Evaluation criteria for OLIOS ALPR solution would be based on the following:

- License Plate Scan Accuracy > 97%
- License Plate Read Accuracy > 95%
- Unauthorized Parking Session Detection Accuracy > 95%

Pricing : For the SOW defined above, Conure will invoice $30,000 (USD) for ONE Year

The parties are signing this Service Agreement.

Conure Technology Services, LLC

Nadeem Haider

By: _____

Name: Nadeem Haider

Date: July 28, 2025

Address: 3430 Paddocks Pkwy, Ste 110, Suwanee, GA 30024

City of St. Pete Beach, Florida

By: _____

Name: Adam Poirrier

Date: _____

Address: 155 Corey Avenue, St. Pete Beach, FL 33706

CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS

Agenda Report

Agenda Title Name: Authorize the City Manager to execute the Pinellas County Sheriff's Office Interlocal Agreement with the Pinellas County Sheriff's Office for law enforcement services from October 1, 2026, through September 30, 2027, in the amount of $3,707,724.00

Action Request: Motion to authorize the City Manager to execute the Pinellas County Sheriff's Office Interlocal Agreement with the Pinellas County Sheriff's Office for law enforcement services from October 1, 2026, through September 30, 2027, in the amount of $3,707,724.00

Strategic Objective: Operational Excellence

Date: August 19, 2026

Prepared By: Adam Poirrier, District Chief

Through: Frances Robustelli, City Manager

Summary of Issue: The Pinellas County Sheriff's Office has submitted the Fiscal Year 2027 Interlocal Agreement for the continued provision of municipal law enforcement services within the City of St. Pete Beach. The agreement provides for comprehensive law enforcement services, including routine patrol, marine patrol, beach and neighborhood patrols, school crossing guard services, public safety telecommunications, detective services, supervision, and other support functions.

The agreement maintains two Community Policing Deputy positions, with one deputy dedicated to community-oriented policing and one deputy specifically assigned to beach and neighborhood patrol activities. The beach and neighborhood patrol deputy will maintain a visible presence to enhance public safety, enforce local ordinances, monitor wildlife protection areas, enforce parking regulations near beach access points, and proactively engage with residents and visitors. The agreement also includes funding of up to $150,000 for supplemental off-duty

law enforcement services to address beach enforcement and other public safety priorities as mutually agreed upon by the City and the Sheriff's Office.

The total annual cost for Fiscal Year 2027 is $3,707,724.00, representing an increase of $201,252.00 (5.74%) over the Fiscal Year 2026 agreement. The increase reflects adjustments to personnel, equipment, supervision, allocated indirect costs, and operational expenses necessary to maintain the current level of service.

The agreement will become effective October 1, 2026, and continue through September 30, 2027.

Funding: The total annual cost for Fiscal Year 2027 is $3,707,724.00, representing an increase of $201,252.00 (5.74%) over the Fiscal Year 2026 agreement. The increase reflects adjustments to personnel, equipment, supervision, allocated indirect costs, and operational expenses necessary to maintain the current level of service.

Attachments:

1. PCSO St Pete Beach FY27 Contract

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF ST. PETE BEACH, FLORIDA, a municipal corporation of the State of Florida (hereinafter "CITY") and BOB GUALTIERI, as Sheriff, Pinellas County, Florida (hereinafter "SHERIFF"). The CITY and SHERIFF shall collectively be referred to as "PARTIES."

WITNESSETH:

WHEREAS, the PARTIES enter into this AGREEMENT pursuant to the provisions of Sections 163.01, et seq., the Florida Interlocal Cooperation Act of 1969; and

WHEREAS, the CITY is a municipality within the boundaries of Pinellas County, Florida, and wishes to provide municipal law enforcement services for that area of land within its municipal boundaries; and

WHEREAS, the CITY is desirous of providing a high level of competent law enforcement service in conjunction and in harmony with its fiscal policies of sound, economical management; and

WHEREAS, the CITY has requested that the SHERIFF furnish law enforcement protection to its inhabitants and citizens; and

WHEREAS, the CITY desires that the SHERIFF furnish law enforcement protection on a full-time basis and duly perform any and all necessary and appropriate functions, actions, and responsibilities of a law enforcement force for the CITY; and

WHEREAS, the SHERIFF has indicated his desire and willingness to accept and fulfill the responsibilities herein before mentioned; and

WHEREAS, the CITY desires to retain its ability to determine whether law enforcement services shall be provided by a City police department, by contract with another law enforcement agency or otherwise; and

WHEREAS, the SHERIFF is an independent constitutional officer of the State of Florida; and

WHEREAS, it is further the desire of the CITY that the full, complete and entire responsibility for law enforcement within the CITY be transferred to and be performed by the SHERIFF;

NOW, THEREFORE, in consideration of the mutual promises contained herein and given by each party to the other, the parties do hereby covenant and agree as follows:

1. That the recitations set forth above are incorporated herein by reference in their entirety.

2. PURPOSE: The purpose of this Agreement is to provide the citizens of the CITY with high quality law enforcement services by the Sheriff's Office. The parties agree that the CITY'S determination to provide law enforcement services by transfer of its law enforcement function to the SHERIFF is an exercise of the legislative planning function of the CITY and that at no time will the CITY exercise any specific operational control over the activities of any of the employees of the SHERIFF or shall it perform or undertake any acts that are over and above a planning level function with regard to the administration of the Agreement.

3. POWER OF THE CITY TO DIRECT SERVICES: The SHERIFF shall confer with the Mayor and the City Commission and/or City Manager regarding law enforcement problems within the CITY and shall accept from the City Commission general policy direction on how law enforcement services are delivered and to what portion of the municipality a particular type or level of service shall be delivered to counteract law enforcement problems within the CITY. The SHERIFF shall comply with the request of the CITY regarding such matters unless such decisions will represent a danger to the deputies providing such service or to other members of the Sheriff's Office, will be violative of the law, good law enforcement practices, the rules and regulations of the Pinellas County Sheriff's Office, or detrimental to the citizens of the CITY or the County. In the event that such concern arises, the SHERIFF will meet and confer with the City Manager, Mayor and the City Commission, as is appropriate, on policy matters regarding the delivery of services and attempt to resolve any dispute or misunderstanding between them.

4. NO PLEDGE OF AD VALOREM TAXES: The parties agree that this Agreement does not constitute a general indebtedness of the CITY within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that the SHERIFF does not have the right to require or compel the exercise of ad valorem taxing power of the CITY or taxation of any real or personal property therein for the payment of any monetary obligations due under the terms of this Agreement, and it is further agreed between the parties that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of the CITY, or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the CITY.

It is expressly acknowledged and agreed that all services provided by the SHERIFF under the terms of this Agreement are completely paid for by the consideration paid by the CITY under the terms of this Agreement and are completely separate and in addition to any and all ad valorem taxes, or any other revenues paid by or received on behalf of the citizens of the CITY to Pinellas County. In light thereof, the SHERIFF shall continue to have the obligation to provide normal services to the same degree that such services are provided to the rest of Pinellas County and the CITY is not to be charged extra for these normal services.

5. INDEPENDENT CONTRACTOR: The SHERIFF, for the purposes of this Agreement, is and shall remain an independent contractor, provided, however, such

independent contractor status shall not diminish the power and authority vested in the SHERIFF and his sworn deputies.

6. SOVEREIGN IMMUNITY: The parties hereto agree that nothing contained herein shall in any way waive the sovereign immunity that both parties enjoy presently under the Constitution and statutes of the State of Florida and particularly with respect to Chapter 768, Florida Statutes.

7. INDEMNIFICATION OF THE CITY: The SHERIFF will defend and pay any litigation or judgment against the CITY, its agents or employees, arising out of the acts or omissions of the SHERIFF, his deputy sheriffs, or other members of the Sheriff's Office performing services under this Agreement. Lawsuits and claims that may be filed from time to time hereunder shall be handled by the SHERIFF in accordance with normal procedures. The SHERIFF shall defend such lawsuits or claims and pay judgments or settlements in accordance with law.

Nothing contained herein shall be construed to limit or modify the provisions of Florida Statute 768.28 as it applies to the CITY and the SHERIFF. Nothing herein shall abrogate or expand the sovereign immunity enjoyed by the SHERIFF and the CITY pursuant to the provisions of Chapter 768, Florida Statutes, nor shall any third party receive any benefit whatsoever from the indemnification provided herein.

8. TRANSITION/LIABILITY: The CITY is responsible for all liability, including but not limited to liability in both tort and workers' compensation, which arose out of acts or omissions of its employees which occurred prior to the transfer of the law enforcement function to the SHERIFF

9. SERVICE LEVEL: The SHERIFF hereby agrees to provide all necessary and appropriate law enforcement services in and for the CITY by providing personnel as more particularly described in Attachment 1, attached hereto and incorporated herein by reference. The services to be provided by the Sheriff under the terms of this Agreement include, but are not limited to, routine patrol, marine patrol on the intracoastal and beach waterways, and periodic beach patrol, school crossing guard(s), a public safety telecommunicator and all necessary supervision. This service also includes two (2) deputy positions titled as Community Policing Deputy to provide community-oriented policing, with one of these deputies focusing in particular upon beach and neighborhood patrol. The above said services will be provided as directed by the Patrol Bureau Commander or his designee in conjunction and after consultation with the City Manager. Secondary employment deputies will provide selective targeted beach enforcement or other services as mutually agreed by the parties as indicated in Attachment 1 and shall be in accordance with Sheriff's Office policy and procedures, with the prevailing secondary employment rates. Total for secondary employment not to exceed $150,000 in fiscal year expenditures, any unused prepayment of secondary employment will be returned to the CITY.

A. The SHERIFF agrees to furnish one (1) Community Policing Deputy specifically for performing community-oriented policing services. Said deputy shall be provided forty (40)

hours per week excepting holiday leave, vacation leave, required training, court appearances, authorized sick leave, and such other absences as may be authorized by the SHERIFF or his designee. The specific hours of work of the community policing deputy shall be determined by his or her supervisor after consultation with the CITY.

1) The Community Policing Deputy will perform interactive and proactive foot and bicycle patrols whenever transportation by a patrol vehicle is not necessary.

2) The Community Policing Deputy will actively make personal contacts with both citizens and businesses to solve community crime problems.

3) The Community Policing Deputy will meet with community leaders to explain crime prevention techniques.

4) The Community Policing Deputy shall utilize business cards, voice mail, and cellular phones to ensure citizen contact regarding public safety concerns.

B. The SHERIFF further agrees to furnish one (1) Community Policing Deputy specifically focused on beach and neighborhood patrol. This community policing deputy will also be provided forty (40) hours per week excepting holiday leave, vacation leave, required training, court appearances, authorized sick leave, and such other absences as may be authorized by the SHERIFF or his designee. The specific hours of work of this community policing deputy shall be determined by his or her supervisor after consultation with the CITY.

1) Beach patrols shall:

a. Maintain a highly visible presence to deter unlawful activity and promote public safety.

b. Enforce local ordinances, including those related to alcohol prohibitions, noise regulations, dog restrictions, and other applicable laws.

c. Remain vigilant for individuals in distress, heat-related medical emergencies, or other safety hazards.

d. Monitor for wildlife protection violations, such as interference with sea turtle or black skimmer nesting areas.

e. Enforce parking regulations in and around beach access points and designated parking areas.

2) Neighborhood patrols shall:

a. Conduct proactive patrols to deter criminal activity and identify potential public safety concerns.

b. Engage positively with residents to build trust and foster community partnerships.

c. Monitor for traffic violations and address pedestrian safety issues.

d. Complete reports and documentation for incidents, complaints, or enforcement actions as necessary.

10. PROVISION OF SERVICE: The SHERIFF shall provide each deputy who serves in the CITY pursuant to this Agreement with a patrol automobile and all other necessary or appropriate equipment, as determined by the SHERIFF.

11. OFFICE SPACE: The CITY, at no cost to the SHERIFF, will provide the

SHERIFF office space in the CITY, the location and size of which is to be mutually agreed upon, for the purpose of allowing deputy sheriffs, particularly the detective assigned to the CITY, to carry out his or her law enforcement responsibilities, including meeting with citizens.

12. PERSONNEL: The SHERIFF shall be responsible for the appointment, training, assignment, discipline and dismissal of all of his law enforcement personnel performing services under this Agreement. The SHERIFF is in compliance with Florida Statute §448.095 which references E-Verify. The parties shall mutually cooperate to carry out the terms and conditions of this Agreement. Should the CITY or its designee believe that any deputy assigned to the CITY pursuant to the terms of this Agreement is failing to perform in a satisfactory manner, the CITY or its designee shall notify the Commander of the Patrol Operations Bureau of the Pinellas County Sheriff's Office. The parties shall work together to reach a mutually satisfactory resolution of the matter. However, it is understood that under this Agreement, the SHERIFF shall retain sole authority to transfer, counsel, or discipline any deputy or other member of the Pinellas County Sheriff's Office.

13. ENFORCEMENT OF LAWS: The SHERIFF shall discharge his responsibility under this Agreement by the enforcement of all state laws, county ordinances applicable within the CITY and the ordinances of the CITY. The SHERIFF shall bring appropriate charges for violations of all laws and ordinances. The SHERIFF shall ensure that deputies assigned to the CITY will have a general familiarity with the code of ordinances of the CITY. The CITY will provide adequate copies of its ordinances for this purpose at no cost to the SHERIFF.

14. FINES AND FORFEITURES: All fines and forfeitures rendered in any court as a result of charges made by the SHERIFF shall be distributed according to general law and the rules of the court.

15. RECORDS: The SHERIFF shall maintain Uniform Crime Reporting records regarding crimes committed within the CITY. These records shall include the number and type of crimes committed, the number of arrests made for each type of crime, and any other information as required by law. A computer printout reflecting a summary of overall activity by event type shall be furnished to the CITY each month. Additionally, the SHERIFF shall maintain an electronic dispatch log with respect to calls for assistance. The dispatch log shall reflect the time a call is received, the time a call is dispatched, the deputy's arrival time, the time the assignment is completed, and the geographical location of the incident.

16. LIAISON: A close liaison shall be maintained between the CITY and the SHERIFF. The SHERIFF agrees to make available to the CITY a specific member or members of the command staff who shall be available twenty-four (24) hours per day to act as liaison between the CITY and the SHERIFF. The City Manager, Mayor and Commissioners and the SHERIFF, or their designees, shall meet and confer with each other on a regularly scheduled basis to discuss the administration of this Agreement. The SHERIFF or his designee shall, upon request of the City Commission, be present at City Commission meetings for discussion of the provision of law enforcement services within the CITY, for budget preparation purposes, or for

any other purpose as the City Commission shall request from time to time. The SHERIFF, or his designee, shall be responsible for submitting appropriate staffing or other information to the City Manager and City Commission as is necessary for it to conduct its legislative business. Any request for the presence of the SHERIFF or his designee, or for the production of any information or staffing, shall be communicated solely through the Mayor and Commissioners or the City Manager.

17. CONTRACT COSTS: The CITY shall pay to the SHERIFF, as payment in full for all of the services herein agreed to be performed by the SHERIFF, the sum of THREE MILLION SEVEN HUNDRED SEVEN THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS AND NO CENTS ($3,707,724.00). Payment shall be made in twelve monthly installments of THREE HUNDRED EIGHT THOUSAND NINE HUNDRED SEVENTY-SEVEN DOLLARS AND NO CENTS ($308,977.00). Payment shall be made on the first day of each month beginning on October 1, 2026, and each month thereafter. (See Attachment 1.)

18. NOTICE: Notice as required to be given hereunder shall be given to the following persons:

A. Sheriff, Pinellas County, Florida:
Bob Gualtieri
P.O. Drawer 2500
Largo, FL 33779-2500

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

19. TERM. This Agreement shall take effect October 1, 2026, and continue in effect thereafter through September 30, 2027, unless hereafter extended upon such terms and conditions as the parties hereto may later agree in writing.

20. TERMINATION. Either party may terminate this Agreement without cause or further liability to the other party, except as to the indemnification provided herein, upon written notice to the other party given not less than ninety (90) days prior to the requested termination date. The required notice is deemed delivered when a copy is delivered to the other party and a receipt therefore signed by the other party.

The parties agree that where the Agreement is not terminated as provided for herein, the terms of this Agreement shall automatically continue for 120 days beyond September 30, 2027, in the event a replacement contract has not yet been completely executed. The CITY shall continue to pay to the SHERIFF on a monthly basis the amount due per this Agreement, until such time as a replacement contract has been approved. The parties further agree that an increase, if any, in the cost of service, shall be retroactively applied for services rendered from October 1, 2027, to the approval and execution of the replacement contract, and shall be paid by the CITY to the SHERIFF immediately for the services already provided.

21. THIRD PARTIES. In no event shall any of the terms of this Agreement confer upon any third person, corporation or entity other than the parties hereto any right or cause of action or damages against the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

22. NON-ASSIGNABILITY. The SHERIFF shall not assign or delegate the obligations, responsibilities or benefits imposed hereby or contained herein to any third party or in any manner contract for the provision of the services required to be performed herein by a third party without the express written consent of the CITY, which consent must have been agreed to by the CITY at a public meeting, and which consent may be withheld within the sole discretion of the CITY.

23. ENTIRE AGREEMENT. This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing executed by the parties hereto and with the same formality of this Agreement.

Remainder of the page left intentionally blank.

IN WITNESS WHEREOF the parties to this Agreement have caused the same to be signed by their duly authorized representatives this _____ day of _____ 2026.

ATTEST:

CITY OF ST. PETE BEACH, FLORIDA

_____
City Clerk

_____
City Manager

APPROVED AS TO FORM

_____
City Attorney

SHERIFF, PINELLAS COUNTY, FLORIDA

_____
Bob Gualtieri, Sheriff

Attachment 1

City of St. Pete Beach
Cost of Law Enforcement Services
Worksheet - FY 27

A.	Cost per Deputy				$ 140,510.00							
B.	Deputies by Post											
	Number		Relief Factor		Deputy							
	10	x	1.2	x	$ 140,510.00						$	1,686,120.00
C.	Deputies ~ Special Enforcement (CPD)											
	Number		Relief Factor		Deputy							
	2	x	1	x	$ 140,510.00	CPD					$	281,020.00
D.	Sergeants											
	Number		Relief Factor		Sergeant							
	4	x	1.2	x	$ 183,650.00						$	881,520.00
E.	Additional Support Positions											
	Number		Factor		Salary	Position						
	1	x	1	x	$ 140,510.00	Detective			$	140,510.00		
	1	x	1	x	$ 101,460.00	Public Safety Telecommunicator			$	101,460.00		
	1	x	1	x	$ 12,310.00	School Crossing Guard			$	12,310.00	$	254,280.00
F.	Vehicle Cost											
	Number		# Miles		$ per Mile		Days per Year					
	10	x	36	x	1.249	x	365	Patrol Deputy	$	164,119.00		
	4	x	15	x	1.249	x	365	Sergeant	$	27,353.00		
	2	x	20	x	1.249	x	260	Comm Policing Dep/Law Enf	$	12,990.00		
	1	x	20	x	1.249	x	260	Detective	$	6,495.00	$	210,957.00
G.	Supervision											
	Number supv'd		Crime Factor		Cost		Position					
	4	x	4.785%	x	$ 210,080.00		Lieutenant	$ 40,211.00				
			FTE's									
	1	/	8.00	x	$ 183,650.00		Det Sergeant	$ 22,956.00				
	1	/	7.00	x	$ 140,500.00		Comm Ctr Supv	$ 20,071.00				
	1	/	12.0	x	$ 28,510.00		SCG Supv	$ 2,376.00	$	85,614.00		
H.	Equipment											
	Number		Positions		Equip Cost-CD							
	17	/	1,365	x	$ 666,364.00				$	8,299.00		
I.	Allocated Indirect Cost (AIC)											
	Number		Positions		AIC-CD							
	17	/	1,365	x	$ 12,037,521.00				$	149,918.00		
J.	Supervision, Equipment and AIC subtotal										$	243,831.00
K.	Beach Enforcement*											
	Beach enforcement:				Rates							
	off-duty detail				$66 for deputy $69 for sergeant		Not to exceed $150,000				$	150,000.00
L.	TOTAL									Yearly	$	3,707,728.00
										Rounding	$	(4.00)
	* The beach enforcement deputies may also be used for other law enforcement purposes as mutually agreed by the parties.									Contract Amount	**$**	**3,707,724.00**
	Effective FY2024, holiday overtime can be charged on details.									12 monthly payments	**$**	**308,977.00**
Increase from prior year-amount								*$ 3,707,724.00*	/	*$ 3,506,472.00*	$	201,252.00
Increase from prior year-percentage												*5.74%*

CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS

Agenda Report

Agenda Title Name: Authorize the City Manager to execute the Security System replacement contract agreement with Empire Consulting, Inc, Authorized Dealer for Verkada, in the amount of $100,410.60.

Action Request: Motion to authorize the City Manager to execute the Security System replacement contract agreement with Empire Consulting, Inc, Authorized Dealer for Verkada, in the amount of $100,410.60.

Strategic Objective: Operational Excellence

Date: August 19, 2026

Prepared By: Candyce Galloway

Through: Frances Robustelli, City Manager

Summary of Issue: The Technology Department has developed a plan to replace and expand the City's security system and badge access control system. The existing system has been in service for approximately 10 years and has significant limitations. Rather than continue investing in an aging legacy platform that is no longer supported, the city proposes expanding the more modern Verkada security system that is currently deployed at the City Library, creating a single, standardized security solution across all municipal buildings.

Implementing a unified security and access control platform will enhance the City's overall security posture, improve the management of employee and visitor access, and provide consistent security standards throughout all City facilities. Standardizing on a single platform will also simplify system administration, reduce maintenance complexity, and improve long-term operational efficiency.

Empire Consulting, Inc., an Authorized Verkada Dealer, was selected based on its extensive experience designing and implementing integrated security camera and access control systems for municipal

organizations. The proposed Verkada cloud-managed platform provides enhanced reliability, simplified administration, improved cybersecurity, and a scalable solution that can support the City's future security needs.

The City will utilize the OMNIA Partners cooperative purchasing contract, which offers competitively solicited, nationally recognized pricing. This procurement method allows the city to expedite the purchasing process while ensuring compliance with applicable purchasing requirements. The cooperative purchasing approach provides a proven solution, competitive pricing, and reduces the time and administrative effort associated with conducting separate formal solicitation.
Funding

Funding: Funding for this project is budgeted and covered by the technology capital project security system line item in the budget, account number 301.5190.564000.

Attachments:

1. Empire for Verkada Contract

CITY OF ST. PETE BEACH, FLORIDA
AGREEMENT TO "PIGGY-BACK"

The City of St. Pete Beach, (hereinafter "City") enters this Agreement to "piggy-back" (the "Agreement") with Empire Consulting, Inc, Authorized Dealer for Verkada (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "Parties."

WHEREAS, Vendor is currently under contract through Omnia Partners). (the Contract").
WHEREAS, the City desires to purchase from Vendor (Weapons and Threat Detection Equipment, Services and Other Solutions.

WHEREAS, pursuant to Florida Statute 287.057 and Section 2-291 of the City's Code of Ordinances adopted by the City Commission, the City is authorized to "piggy-back" onto the Verkada Omnia Contract. Contract for the same or similar services.

WHEREAS, the Vendor specifically consents to the City using its "piggy-back" authority and has provided a proposal to the City with the same or similar unit pricing as the Omnia Contract for Weapons and Threat Detection Equipment, Services and Other Solutions.

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

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the terms of Verkada Omnia Contract for Weapons and Threat Detection Equipment, Services and other solutions Omnia contract # R250206 and as follows:

1. Recitals. The foregoing recitals are true and correct, and incorporated herein by reference.

2. Public Records. Vendor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**

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

    a. Vendor's original contract (Exhibit "A")

    b. Florida Public Records Law (Exhibit "B")

    c. Addendum (Exhibit "C")

d. FEMA Addition (Exhibit "D")

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

As to Vendor:

Empire Computing and Consulting
120 N. Frederick Avenue
Daytona Beach, FL 32114

With Copy To:
gloriab@empirecomputing.com

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

With Copy To:
cityattorney@stpetebeach.org

5. 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.

[SIGNATURE PAGE TO FOLLOW]

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

Empire Computing & Consulting, Inc.

Signature: _____

By: Gloria Burke GB

Its: Director, Operations & Development

Date: August 3, 2026

City of St. Pete Beach:

Signature: _____

By: Frances Robustelli

Its: City Manager

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
Ralf Brookes
City Attorney

ATTEST:

_____
Renee Rose
City Clerk

EXHIBIT "A"

(Vendor's Original Contract)

EMPIRE
Computing & Consulting

We have prepared a quote for you

Verkada AC & Alarms Omnia

Quote # 000168
Version 1

Prepared for:

City of St. Pete Beach

Ryan Smith
Rsmith@stpetebeach.org

120 N. Frederick Avenue
Daytona Beach, FL 32114
www.empirecomputing.com
386-253-6506

EMPIRE Computing & Consulting

Scope of Work

City Hall

SOW: Furnish and Installation of (14) Readers, (4) 4 Door Controllers, (1) Electric Strike, (1) Storeroom Leverset, (1) Dress Plate,(1) Alarm Panel with battery and cellular back up, (1) Expander, (3) Panic Buttons, (1) Keypad, (1) Wireless Hub, with all necessary mounts, cabling, and accessories. Includes setup and configuration of Verkada Command.

Customer Requirements: Internet, Power, Assumes existing wiring and electronic locking mechanisms to be in good working condition. Assumes existing wired alarm inputs to be in good working condition.

Library

SOW: Furnish and Installation of (1) Intercom, (1) Desk Station,(1) Alarm Panel with battery and cellular back up, (2) Panic Buttons, (1) Keypad, with all necessary mounts, cabling, and accessories. Includes setup and configuration of Verkada Command.

Customer Requirements: Internet, Power, Assumes existing wiring and electronic locking mechanisms to be in good working condition. Assumes existing wired alarm inputs to be in good working condition.

Fire Station 23

SOW: Furnish and Installation of (4) Readers, (1) 4 Door Controller, (3) Electric Strikes, (1) Power Supply (1) Intercom, (1) Desk Station, with all necessary mounts, cabling, conduit, and accessories. Includes setup and configuration of Verkada Command.

Customer Requirements: Internet, Power, Assumes existing wiring and electronic locking mechanisms to be in good working condition.

Recreation and Community Center

SOW: Furnish and Installation of (5) Readers, (2) 4 Door Controllers, (2) ELR Kits, (2) PT Hinges (2) Power Supplies (1) Gateway, (1) Budgeted Electrification of new door, (2) Alarm Panels with battery and cellular backup, (2) Panic Buttons, (2) Keypads, with all necessary mounts, cabling, conduit, and accessories. Includes setup and configuration of Verkada Command.

Customer Requirements: Internet, Power, SIM Card, Assumes existing wiring and electronic locking mechanisms to be in good working condition. Assumes existing wired alarm inputs to be in good working condition.

Public Works

SOW: Furnish and Installation of (1) Reader, (1) 4 Door Controller, (1) Electric Strike, (1) Electrified

120 N. Frederick Avenue
Daytona Beach, FL 32114
www.empirecomputing.com
386-253-6506

EMPIRE Computing & Consulting

Scope of Work

Leverset, (1) Dress Plate, (1) Power Supply (1) Intercom, (1) Desk Station, with all necessary mounts, cabling, conduit, and accessories. Includes setup and configuration of Verkada Command.
Customer Requirements: Internet, Power, Assumes existing wiring and electronic locking mechanisms to be in good working condition.

City Hall

Manufacturer Name	Manufacturer Part #	Product Details	Price	Qty	Ext. Price
Verkada	AD34–HW	**AD34 Door Reader**	$244.30	14	$3,420.20
Verkada	AC42–HW	**AC42 Four–Door Controller**	$1,259.30	4	$5,037.20
Verkada	ACC-BAT-4AH	**Battery Backup for 4 Door Controller**	$90.30	4	$361.20
	LIC-AC-3Y-CAP	**Verkada 3-Year Access Control License**	$419.30	14	$5,870.20
Verkada	ACC-EV3-1	**Verkada EV3 Encrypted Cards - Box of 100**	$559.30	1	$559.30
	Door Hardware Electrification	**Cut in strike, storeroom leverset and dress plate**	$325.00	1	$325.00
	Shipping	**Shipping - To be determined upon order confirmation**	$290.88	1	$290.88

Subtotal: **$15,863.98**

Library

Description	Price	Qty	Ext. Price
TD33 Mullion Video Intercom Reader	$1,049.30	1	$1,049.30
TD33 Surface Mount	$174.30	1	$174.30
Stouchi Tablet Stand	$39.00	1	$39.00
Apple 11-inch iPad, 128GB	$349.00	1	$349.00
3-Year Intercom License, Capacity Increase	$734.30	1	$734.30
3-Year Desk Station License, Capacity Increase	$524.30	1	$524.30

120 N. Frederick Avenue
Daytona Beach, FL 32114
www.empirecomputing.com
386-253-6506

EMPIRE Computing & Consulting

Library

Description	Price	Qty	Ext. Price
Shipping to be determined upon quote confirmation	$290.88	1	$290.88

Subtotal: **$3,161.08**

Fire Department

Manufacturer Name	Manufacturer Part #	Product Details	Price	Qty	Ext. Price
Verkada	AD34–HW	**AD34 Door Reader**	$244.30	4	$977.20
Verkada	AC42–HW	**AC42 Four–Door Controller**	$1,259.30	1	$1,259.30
Verkada	ACC-BAT-4AH	**Battery Backup for 4 Door Controller**	$90.30	1	$90.30
	LIC-AC-3Y-CAP	**Verkada 3-Year Access Control License**	$419.30	4	$1,677.20
Verkada	TD33-HW	**TD33 Mullion Video Intercom Reader**	$1,049.30	1	$1,049.30
	ACC-INT-SMB-4	**TD33 Surface Mount**	$174.30	1	$174.30
Verkada	ACCX-TBL-STD-1	**Stouchi Tablet Stand**	$39.00	1	$39.00
Verkada	ACCX-TBL-3	**Apple 11-inch iPad, 128GB**	$349.00	1	$349.00
Verkada	LIC-TD-3Y-CAP	**3-Year Intercom License, Capacity Increase**	$734.30	1	$734.30
Verkada	LIC-TX-3Y-CAP	**3-Year Desk Station License, Capacity Increase**	$524.30	1	$524.30
	Door Hardware Electrification	**(3) strikes, conduit, power supply and dress plate**	$2,195.00	1	$2,195.00
	Shipping	**Shipping - To be determined upon order confirmation**	$290.88	1	$290.88

Subtotal: **$9,360.08**

120 N. Frederick Avenue
Daytona Beach, FL 32114
www.empirecomputing.com
386-253-6506

EMPIRE
Computing & Consulting

Rec & Community Center

Manufacturer Name	Manufacturer Part #	Product Details	Price	Qty	Ext. Price
Verkada	AD34–HW	**AD34 Door Reader**	$244.30	5	$1,221.50
Verkada	AC12-HW	**AC12 One-Door Controller**	$559.30	1	$559.30
Verkada	AC42–HW	**AC42 Four–Door Controller**	$1,259.30	2	$2,518.60
Verkada	ACC-BAT-4AH	**Battery Backup for 4 Door Controller**	$90.30	2	$180.60
	LIC-AC-3Y-CAP	**Verkada 3-Year Access Control License**	$419.30	5	$2,096.50
	Door Hardware Electrification	**PT Hinge, LR Kit MLR Kit, Budget $ for yet to be installed door**	$4,385.00	1	$4,385.00
	Shipping	**Shipping - To be determined upon order confirmation**	$290.88	1	$290.88

Subtotal: **$11,252.38**

Public Works

Manufacturer Name	Manufacturer Part #	Product Details	Price	Qty	Ext. Price
Verkada	AD34–HW	**AD34 Door Reader**	$244.30	1	$244.30
Verkada	AC12-HW	**AC12 One-Door Controller**	$559.30	1	$559.30
	LIC-AC-3Y-CAP	**Verkada 3-Year Access Control License**	$419.30	1	$419.30
Verkada	TD33-HW	**TD33 Mullion Video Intercom Reader**	$1,049.30	1	$1,049.30
	ACC-INT-SMB-4	**TD33 Surface Mount**	$174.30	1	$174.30
Verkada	ACCX-TBL-STD-1	**Stouchi Tablet Stand**	$39.00	1	$39.00
Verkada	ACCX-TBL-3	**Apple 11-inch iPad, 128GB**	$349.00	1	$349.00
Verkada	LIC-TD-3Y-CAP	**3-Year Intercom License, Capacity Increase**	$734.30	1	$734.30

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Public Works

Manufacturer Name	Manufacturer Part #	Product Details	Price	Qty	Ext. Price
Verkada	LIC-TX-3Y-CAP	**3-Year Desk Station License, Capacity Increase**	$524.30	1	$524.30
	Door Hardware Electrification	**Deadbolt Blank, leverset, cut in strike**	$300.00	1	$300.00
	Shipping	**Shipping - To be determined upon order confirmation**	$290.88	1	$290.88

Subtotal: **$4,683.98**

Installation Services AC

Description	Price	Qty	Ext. Price
Installation of physical security - Access Control City Hall	$8,650.00	1	$8,650.00
Installation of physical security hardware - Access Control Library	$1,425.00	1	$1,425.00
Installation of physical security hardware - Access Control Fire Dept.	$5,225.00	1	$5,225.00
Installation of physical security hardware - Access Control Rec & Comm	$16,050.00	1	$16,050.00
Installation of physical security hardware - Access Control - Public Works	$2,175.00	1	$2,175.00

Subtotal: **$33,525.00**

Engineering Services AC

Description	Price	Qty	Ext. Price
Engineering services - Access Control City Hall	$1,000.00	1	$1,000.00
Engineering services as defined - Access Control Library	$125.00	1	$125.00
Engineering services as defined - Access Control Fire Dept.	$750.00	1	$750.00
Engineering services as defined - Access Control Rec & Comm	$1,500.00	1	$1,500.00
Engineering services as defined - Access Control Public Works	$500.00	1	$500.00

Subtotal: **$3,875.00**

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City Hall (Alarms)

Manufacturer Name	Manufacturer Part #	Product Details	Price	Qty	Ext. Price
Verkada	BP52-HW-NA	**BP52 Alarm Panel, North America Type B Plug**	$629.30	1	$629.30
Verkada	BE32-HW	**BE32 Alarm Expander**	$244.30	1	$244.30
Verkada	BR33-HW	**Mounted Panic Button**	$69.30	3	$207.90
Verkada	BK22-HW	**BK22 Alarm Keypad**	$279.30	1	$279.30
Verkada	WH52-HW	**WH52 Wireless Hub**	$419.30	1	$419.30
Verkada	ACC-VBX-200WH	**200Wh Backup Battery for BP52 Panel**	$199.00	1	$199.00
Verkada	LIC-BX-MB-3Y-CAP	**3-Year Basic Alarms License for 1 Site, Capacity Increase**	$1,260.00	1	$1,260.00
	Shipping	**Shipping**	$140.00	1	$140.00

Subtotal: **$3,379.10**

Library (Alarms)

Manufacturer Name	Manufacturer Part #	Product Details	Price	Qty	Ext. Price
Verkada	BP52-HW-NA	**BP52 Alarm Panel, North America Type B Plug**	$629.30	1	$629.30
Verkada	BR33-HW	**Mounted Panic Button**	$69.30	2	$138.60
Verkada	BK22-HW	**BK22 Alarm Keypad**	$279.30	1	$279.30
Verkada	ACC-VBX-200WH	**200Wh Backup Battery for BP52 Panel**	$199.00	1	$199.00
Verkada	LIC-BX-MB-3Y-CAP	**3-Year Basic Alarms License for 1 Site, Capacity Increase**	$1,260.00	1	$1,260.00
	Shipping	**Shipping**	$107.00	1	$107.00

Subtotal: **$2,613.20**

120 N. Frederick Avenue
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Rec Center (Alarms)

Manufacturer Name	Manufacturer Part #	Product Details	Price	Qty	Ext. Price
Verkada	BP52-HW-NA	**BP52 Alarm Panel, North America Type B Plug**	$629.30	1	$629.30
Verkada	BR33-HW	**Mounted Panic Button**	$69.30	1	$69.30
Verkada	BK22-HW	**BK22 Alarm Keypad**	$279.30	1	$279.30
Verkada	ACC-VBX-200WH	**200Wh Backup Battery for BP52 Panel**	$199.00	1	$199.00
Verkada	LIC-BX-MB-3Y-CAP	**3-Year Basic Alarms License for 1 Site, Capacity Increase**	$1,260.00	1	$1,260.00
	Shipping	**Shipping**	$99.00	1	$99.00

Subtotal: **$2,535.90**

Community Center (Alarms)

Manufacturer Name	Manufacturer Part #	Product Details	Price	Qty	Ext. Price
Verkada	BP52-HW-NA	**BP52 Alarm Panel, North America Type B Plug**	$629.30	1	$629.30
Verkada	BR33-HW	**Mounted Panic Button**	$69.30	1	$69.30
Verkada	BK22-HW	**BK22 Alarm Keypad**	$279.30	1	$279.30
Verkada	ACC-VBX-200WH	**200Wh Backup Battery for BP52 Panel**	$199.00	1	$199.00
Verkada	LIC-BX-MB-3Y-CAP	**3-Year Basic Alarms License for 1 Site, Capacity Increase**	$1,260.00	1	$1,260.00
	Shipping	**Shipping**	$99.00	1	$99.00

Subtotal: **$2,535.90**

Installation Services (Alarms)

Description	Total
Installation of Alarms - City Hall	$2,625.00
Installation of Alarms - Library	$1,350.00

120 N. Frederick Avenue
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Installation Services (Alarms)

Description	Total
Installation of Alarms - Rec Center	$1,350.00
Installation of Alarms - Community Center	$1,350.00
Subtotal:	**$6,675.00**

Engineering Services (Alarms)

Description	Total
Engineering services as defined in SOW - City Hall (Alarms)	$500.00
Engineering services as defined in SOW - Library (Alarms)	$150.00
Engineering services as defined in SOW - Rec Center (Alarms)	$150.00
Engineering services as defined in SOW - Community Center (Alarms)	$150.00
Subtotal:	**$950.00**

120 N. Frederick Avenue
Daytona Beach, FL 32114
www.empirecomputing.com
386-253-6506

Verkada AC & Alarms Omnia

Prepared by:

Empire Computing & Consulting, Inc.

Gloria Burke
386-253-6506 x5
gloriab@empirecomputing.com

Prepared for:

City of St. Pete Beach

155 Corey Avenue
St. Pete Beach, FL 33706
Ryan Smith
(727) 748-0491
Rsmith@stpetebeach.org

Quote Information:

Quote #: 000168

Version: 1
Delivery Date: 07/31/2026
Expiration Date: 08/25/2026

Quote Summary

Description	Amount
City Hall	$15,863.98
Library	$3,161.08
Fire Department	$9,360.08
Rec & Community Center	$11,252.38
Public Works	$4,683.98
Installation Services AC	$33,525.00
Engineering Services AC	$3,875.00
City Hall (Alarms)	$3,379.10
Library (Alarms)	$2,613.20
Rec Center (Alarms)	$2,535.90
Community Center (Alarms)	$2,535.90
Installation Services (Alarms)	$6,675.00
Engineering Services (Alarms)	$950.00
Total:	**$100,410.60**

Pricing Per Verkada's OMNIA contract R250206.

All work to be completed M-F 8 a.m. - 5 p.m. unless negotiated to lessen disruption to workplace activity. All work to be completed by Verkada Certified Installers.

Empire provides a 1-year workmanship warranty on the hardware installation process. Verkada provides a 10 year warranty on most hardware. Any hardware warrantied and replaced by Verkada is not included in the 1 year workmanship and would be billed at time and materials unless a service contract precludes that service.

EMP-Engineering includes set up of Command site, user privileges, schedule and assignment of credentials. Two hours of training included.

120 N. Frederick Avenue
Daytona Beach, FL 32114
www.empirecomputing.com
386-253-6506

Empire Computing & Consulting, Inc.

Signature: _____

Name: Gloria Burke

Title: Director, Operations & Development

Date: 07/31/2026

City of St. Pete Beach

Signature: _____

Name: Ryan Smith

Date: _____

EXHIBIT "B"

(Florida Public Records Law)

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

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

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

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

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

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

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

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

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT "C"

(Addendum)

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 _____2026 ("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 is Section 286.101 (3) (a), Fla. Stat., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of $100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of $50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to Section 268.101(7), Fla. Stat.: "In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such

ineligibility is lifted by the Administration Commission for good cause."

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

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

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

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

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

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

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

"Coercion" means:

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

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

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not

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

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

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

A. None.

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

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

Contractor:

_____

Print Name: _____

Title: _____

Company: _____

ATTEST: **City of St. Pete Beach**

_____ **_____**

City Clerk **Frances Robustelli, City Manager**

EXHIBIT "D"

FEMA Grants Provisions Exhibit

Behind this Page

Public Assistance Grant Supplement

1. Applicability of this Exhibit; Conflicts.

a. This Exhibit shall be fully incorporated into and made a part of the Agreement, as if the terms contained in this Exhibit were fully re-stated within the Agreement itself.

b. This Exhibit shall apply: (a) in addition to anything contained in the Contract Documents; and (b) notwithstanding anything contained in the Contract Documents to the contrary. No other provision of the Contract Documents shall serve to limit or restrict the obligations imposed upon the parties in this Exhibit.

c. In the event of a conflict between anything contained in this Exhibit and anything contained elsewhere in the Contract Documents, this Exhibit shall control and take precedence.

d. Contractor's agreement to the terms contained in this Exhibit is a material inducement for Contractor to enter into the Agreement.

e. If this Exhibit is attached to a Purchase Order, the term "Agreement" as used herein shall mean and refer to such Purchase Order to which this Exhibit is attached, and the term "Contract Documents" shall refer to all documents attached to and made a part of such Purchase Order.

2. Defined terms.

a. For purposes of this Exhibit, the following definitions shall apply, in addition to any terms defined elsewhere in the Contract Documents:

i. The terms "recipient" and "non-Federal entity," and the term "applicant" as used in Section 3(a)(8) herein, shall have the same meaning as the term "Owner" as used in the Agreement;

ii. The term "contract" as used herein shall have the same meaning as the term "Contract" as used in the Agreement; and

iii. The term "contractor" or "prime contractor" as used herein shall have the same meaning as the term "Contractor" as used in the Agreement.

iv. The term "internal controls" means a process, implemented by a non-Federal entity, designed to provide reasonable assurance regarding the achievement of objectives in the following categories: (a) Effectiveness and efficiency of operations; (b) Reliability of reporting for internal and external used; and (c) Compliance with applicable laws and regulations. 2 CFR §200.61

v. The term "supplies" means all tangible personal property other than those described in 2 CFR §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the

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

vi. The term "disallowed costs" means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statues, 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. <u>During the performance of this contract, the contractor agrees as follows</u>:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Clean Air Act

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

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

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

4. Section 3 Clause

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

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

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

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

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

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

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

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

b. <u>Federal Water Pollution Control Act</u>

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

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

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

8. Debarment and Suspension

a. Suspension and Debarment

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

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

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

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

9. Lobbying Prohibition

a. No funds or other resources received under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

b. Required Certification. Contractors must sign and submit to the non-federal entity the following certification.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

10. Hatch Act

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

11. Conflict of Interest

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

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

12. Religious Activities

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

13. Access to Records

a. Access to Records. The following access to records requirements apply to this contract:

(1) The Contractor, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, agrees to provide the Department of Economic Opportunity (DEO), the Chief Financial Officer of the State of Florida, The Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives, the Florida Division of Emergency Management, Owner, Pasco County, Florida, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions at reasonable times. "Reasonable" shall ordinarily mean during normal business hours of 8 a.m. to 5 p.m., local time, Monday through Friday.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide Pasco County, Florida or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Owner and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by Pasco County, Florida or the Comptroller General of the United States.

(5) The Contractor shall include the aforementioned recordkeeping requirements in all approved contracts, subcontracts, and assignments.

14. Bonding Requirements

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

15. Employment Eligibility Verification

a. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require the Contractor to:
   i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subrecipient during the Agreement term; and,
   ii. Include in all contracts under this Agreement the requirement that contractors, subcontractors, and consultants performing work or providing services pursuant to this Agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, and consultants during the term of the contract.

b. The Department of Homeland Security's E-Verify system can be found at: http://www.uscis.gov/e-verify
c. If the Contractor does not have an E-Verify MOU in effect, the Contractor must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

16. DHS Seal, Logo, and Flags

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

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

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

18. No Obligation by Federal Government

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

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

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

20. Procurement By Non-Competitive Proposals

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

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

(1) The item is available only from a single source
(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation
(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity
(4) After solicitation of several sources, competition is determined inadequate.

ii. The procurement must be necessary for the program, project, research or other circumstance supported by the grant; not reasonably available and accessible of the type normally charged as a direct cost to existing sponsored agreements and purchased in accordance with other Institutional policies and procedures.

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

a. **Cost Price Analysis Form** which includes contractor's total cost proposal or price to determine which are allowable, show their direct relation to the requirements and, reasonableness; and complete the related BayCare **Cost Analysis Worksheet** to support the proposed budget or quotation outlined in the Cost Price Analysis Form. Completion of these forms by the originating department will document that a Cost Analysis has been conducted.

b. If no additional vendors were available to conduct a comparison against using the Cost Price Analysis Form, please also complete and attach the **Sole Source Justification Form**.

c. **Responsible Contractor Form**: to document that any contractors have been reviewed and approved for their compliance with Uniform Guidance, Title 2, Subtitle A, Chapter II, Part 200, Subpart D, §200.318, section H.

d. In addition, related contacts must include the required contract clauses outlined in 2 C.F.R.
§ 200.326 & Appendix 11; and if the contract is for construction or facility improvement also include the Federal bonding requirements 2 C.F.R. § 200.325.

22. Build America Buy America Act (BABA)

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

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

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

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

a. Contractors will take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible.

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

24. Compliance with Copeland "Anti-Kickback"

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate instructions may require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

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

a. Under this Agreement, grant funds will not be obligated or expended to:
   (1) Procure or obtain;

   (2) Extend or renew a contract to procure or obtain; or

   (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
      A. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
      B. Telecommunications or video surveillance services provided by such entities or using such equipment.
      C. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

   (4) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

   (5) For more information, See 2 C.F.R. § 200.471.

26. Historic Artifact Discovery

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

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

Signed: _____

Print Name: _____

Title: _____

[END OF EXHIBIT]

CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS

Agenda Report

Agenda Title Name: Approval of Resolution 2026-30 authorizing the City Manager to execute the Temporary Construction Easement with Pinellas County for the city-owned easement areas located at Gulf Way, St. Pete Beach, being described and depicted in attached exhibits.

Action Request: Motion to approve Resolution 2026-30.

Strategic Objective: Recovery, Resiliency, and Sustainability

Date: August 19, 2026

Prepared By: Camden Mills, Public Services Director

Through: Frances Robustelli, City Manager

Summary of Issue: Pinellas County is coordinating with the U.S. Army Corps of Engineers on the Pass-a-Grille Channel Dredging Project. Dredged material from the channel will be placed on Pass-a-Grille Beach for beneficial use.

To support the project, the County is requesting temporary construction easements over three city-owned areas near the west ends of 1st and 22nd avenues, including portions of the Gulf Way right-of-way. The areas will be used for construction access, equipment and vehicle staging, temporary parking, and material storage. The easement may be assigned to the U.S. Army Corps of Engineers and its representatives and contractors.

Construction is anticipated to begin in early 2027 and last approximately 30 days, plus one to two weeks for mobilization and demobilization. Construction timing will be coordinated with he City's Gulf Way Rehabilitation capital improvement project. The easement will begin upon execution and terminate when the County notifies the City that the areas are no longer needed, but no later than August 21, 2028, unless extended due to a project delay.

The easement will be granted for nominal

consideration of $1.00.

Funding: No direct City funding required

Attachments:

1. Resolution 2026-30
2. Pass-a-Grille Temporary Construction Easement
3. Easement Exhibits

RESOLUTION 2026-30

A RESOLUTION OF THE CITY OF ST. PETE BEACH, FLORIDA, APPROVING AN ASSIGNABLE TEMPORARY CONSTRUCTION EASEMENT IN FAVOR OF PINELLAS COUNTY FOR THE PASS-A-GRILLE CHANNEL DREDGING PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE EASEMENT AND RELATED DOCUMENTS; AND PROVIDING FOR CORRECTION OF SCRIVENER'S ERROR AND AN EFFECTIVE DATE.

WHEREAS, Pinellas County is coordinating with the United States Army Corps of Engineers on the Pass-a-Grille Channel Dredging Project, under which dredged material from the channel will be placed on Pass-a-Grille Beach for beneficial use; and

WHEREAS, to support the Project, Pinellas County has requested an assignable temporary construction easement over three City-owned areas located near the west ends of 1st Avenue and 22nd Avenue, including portions of the Gulf Way right-of-way, as more particularly described and depicted in Exhibits A, B, and C to the easement; and

WHEREAS, the easement areas will be used for construction access, equipment and vehicle staging, temporary parking, material storage, and other work necessary and incidental to completion of the Project; and

WHEREAS, the temporary construction easement may be assigned by Pinellas County to the United States Army Corps of Engineers and its representatives, agents, and contractors, and will terminate when the areas are no longer needed for the Project, but no later than August 31, 2028, unless extended due to a Project delay; and

WHEREAS, the City Commission finds that approval of the temporary construction easement for nominal consideration of One Dollar ($1.00) serves a public purpose and is in the best interests of the City and its residents.

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

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

SECTION 2. Approval and Authorization. The City Commission hereby approves the Assignable Temporary Construction Easement in favor of Pinellas County for the Pass-a-Grille Channel Dredging Project, in substantially the form presented to the City Commission, and authorizes the City Manager to execute the easement and any related documents necessary to carry out the intent of this Resolution, subject to review and approval by the City Attorney as to form and legal sufficiency:
ATTACHED - TEMPORARY CONSTRUCTION EASEMENT with EXHIBITS A, B, C AND D TO THE EASEMENT

SECTION 3. Implementation. The City Manager and other appropriate City officials and staff are authorized to take all actions necessary to implement this Resolution and the temporary construction easement.

SECTION 4. Scrivener's Error. The City Attorney may correct scrivener's errors found in this Resolution by filing a corrected copy of this Resolution with the City Clerk.

SECTION 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2026.

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

_____
Scott Tate, Mayor

ATTEST:

_____
Renee Rose, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Ralf Brookes, City Attorney

Prepared by and return to:

Kit Lindsay
Pinellas County, Real Property Division
509 East Avenue South
Clearwater, FL 33756

Project: Pass-a-Grille Channel Dredge

Parcel ID: 19-32-16-00000-210-0100

TEMPORARY CONSTRUCTION EASEMENT

THIS ASSIGNABLE TEMPORARY CONSTRUCTION EASEMENT, made this _____ day of _____, 2026 ("**Effective Date**"), by **CITY OF ST. PETE BEACH**, a municipal corporation of the State of Florida, whose address is 155 Corey Avenue, St. Pete Beach, FL 33706 ("**Grantor**"), to **PINELLAS COUNTY**, a political subdivision of the State of Florida, whose address is 315 Court St, Clearwater, FL 33756 ("**Grantee**", also referred to herein as the "**County**").

1. Grant. For and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey unto the County, its successors and assigns, a temporary construction easement, over, under, across, and upon the following real property in Pinellas County, Florida:

> Being a portion of Grantor's property located at Gulf Way, St. Pete Beach, FL 33706 ("**Grantor's Property**"), said portion being described and depicted in the attached **Exhibits A, B, C, and D** (the "**Easement Areas**").

2. Warranty of Title. Grantor hereby warrants and covenants that Grantor is the owner of fee simple title to Grantor's Property and has full right and lawful authority to grant and convey this Easement to the County. Grantor warrants that no tenants or other third parties have rights to use the Easement Areas, that title to the Easement Areas is free and clear of all liens and encumbrances (except those, if any, as may have been approved by the County in writing), and that Grantor will forever warrant and defend the title and the County's rights hereunder against the claims and demands of all persons whomsoever.

3. Purpose. The County is granted the right to use the Easement Areas for all purposes related to the County's completion of the project referenced above (the "**Project**"), including without limitation for vehicular access to and from the County's construction site on adjacent property, temporary parking of vehicles and equipment, and temporary storage of materials, and the right to deposit fill thereon, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the Easement Areas; reserving, however, to Grantor, and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines. Grantor shall not use the Easement Areas or allow any conditions to exist that may adversely affect the County's use of the Easement Areas as determined by the County. The County's right to use the Easement Areas shall extend to the County's employees, agents, contractors and subcontractors.

4. Commencement and Expiration Dates. The County's right to use the Easement Areas shall begin on the Effective Date and shall expire on the date that the County notifies Grantor that the County no longer needs the Easement Areas for the Project, however if no such notice is given by the County by **August 31, 2028**, this Easement

shall automatically terminate on such date. If the Project is delayed, County shall notify the Grantor in writing of the new completion date of the Project and Grantor shall extend this Easement to allow for Project completion.

5. Enforcement. Grantor agrees to indemnify, pay the costs of defense, including attorney's fees, and hold harmless the County, its officers, employees, and agents from all damages, suits, actions, or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from this instrument, or on account of any act or omission, neglect, or misconduct of Grantor, except only such injury or damage as will have been occasioned by the sole negligence of the County. Nothing contained herein will be construed to be a waiver of any immunity or limitation of liability that the County is entitled to under the doctrine of sovereign immunity under Section 768.28, Florida Statutes, as now in effect or as may be amended from time to time.

6. Governing Law. Any state law issues arising from this Easement shall be governed by and construed in accordance with the applicable laws of Pinellas County and the State of Florida and venue shall be in the appropriate state court. Any federal law issues shall be governed by and construed in accordance with applicable federal law and venue shall be in the appropriate federal court.

7. Successors and Assigns. This instrument shall "run with the land" and is binding upon Grantor and Grantor's successors-in-interest and shall inure to the benefit of the County and its successors and assigns. This Easement may be assigned in whole or in part by the County to the United States Army Corps of Engineers, its representatives, agents, and contractors for use in connection with any of the purposes expressly above mentioned.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed this instrument on the date of acknowledgement indicated below.

WITNESSES:

_____
[Signature - witness 1]

_____
[Printed name – witness 1]

_____
[Address – witness 1]

_____
[Signature – witness 2]

_____
[Printed name – witness 2]

_____
[Address – witness 2]

GRANTOR:
CITY OF ST. PETE BEACH

By: _____

Printed name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____, as _____ of City of St. Pete Beach , a municipal corporation organized under the laws of the State of Florida, on its behalf, who:

☐ is personally known to me
OR
produced ☐ a driver's license, OR ☐ _____, as identification.

_____
Signature of Notary Public

[*notary seal*]

_____
Printed Name

My Commission Expires: _____

Exhibits:
Exhibits A, B, C, & D - sketch and descriptions

PINELLAS COUNTY
PUBLIC WORKS
SURVEY AND MAPPING DIVISION
22211 U.S. HIGHWAY 19 N.
CLEARWATER, FLORIDA 33765-2328
PHONE # (727) 464-8904

Pinellas County PUBLIC WORKS

SECTION 19, TOWNSHIP 32 SOUTH, RANGE 16 EAST

DESCRIPTION

An irregular shaped tract, being a portion of the Right-of-Way of Gulf Way, being a part of MOREY BEACH subdivision, as recorded in Plat Book 1, Page 102, Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part, lying in Fractional Section 19, Township 32 South, Range 16 East, Pinellas County, Florida and being further described as follows:

Commencing at the intersection of Southeast corner of Lot 12, Block 11, said MOREY BEACH subdivision, and the Easterly Right-of-Way line of Gulf Way; thence along the southerly prolongation of said Easterly Right-of-Way Line, S07°52'39"E, a distance of 53.06 feet to a point of intersection with the northerly boundary line of POINT PASS-A-GRILL, Condominium, recorded in Condominium Plat Book 30, Page 30, Public Records of Pinellas County, Florida; thence N84°46'07"W, along said northerly boundary line, a distance of 102.11 feet to the POINT OF BEGINNING; thence continuing along said northerly line, N84°46'07"W, for a distance of 31.03 feet to the Northwest corner of said condominium; thence N12°11'56"W, for a distance of 13.24 feet; thence N76°45'59"E, for a distance of 16.56 feet; thence N01°39'49"W, for a distance of 231.71 feet; thence N88°30'52"E, for a distance of 17.00 feet; thence S01°39'49"E, for a distance of 251.72 feet to the POINT OF BEGINNING.

Containing 4,496 square feet or 0.103 acres, more or less.

BASIS OF BEARINGS : Bearings indicated are on an assumed meridian based on the Easterly Right-of-Way line of Gulf Way of Block 11, MOREY BEACH subdivision, being S07°52'39"E

LEGEND	
BHPB	BULKHEAD PLAT BOOK
COR	CORNER
CB	CONDOMINIUM BOOK
FKA	FORMALLY KNOWN AS
HPB	HILLSBOROUGH PLAT BOOK
PG	PAGE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
R/W	RIGHT OF WAY

Additions or deletions by other than the Professional Surveyor and Mapper in responsible charge are prohibited. Sketch and/or Description has been electronically signed and sealed using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

The above Sketch and Land description was prepared under my supervision and is true and correct to the best of my knowledge and belief.

Digitally signed by Gregory Duque
Date: 2026.07.10 13:35:57 -04'00'

GREGORY DUQUE, PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER: 6647, STATE OF FLORIDA

DATE

GREGORY DUQUE License Number 6647 STATE OF FLORIDA Professional Surveyor and Mapper

S.F.N.:	P.I.D.:	CALCULATED	CHECKED	Pinellas County Survey and Mapping Division
1993_00001	002573A	BY: GD	BY: ----	

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Parcel No.: P701

EXHIBIT A

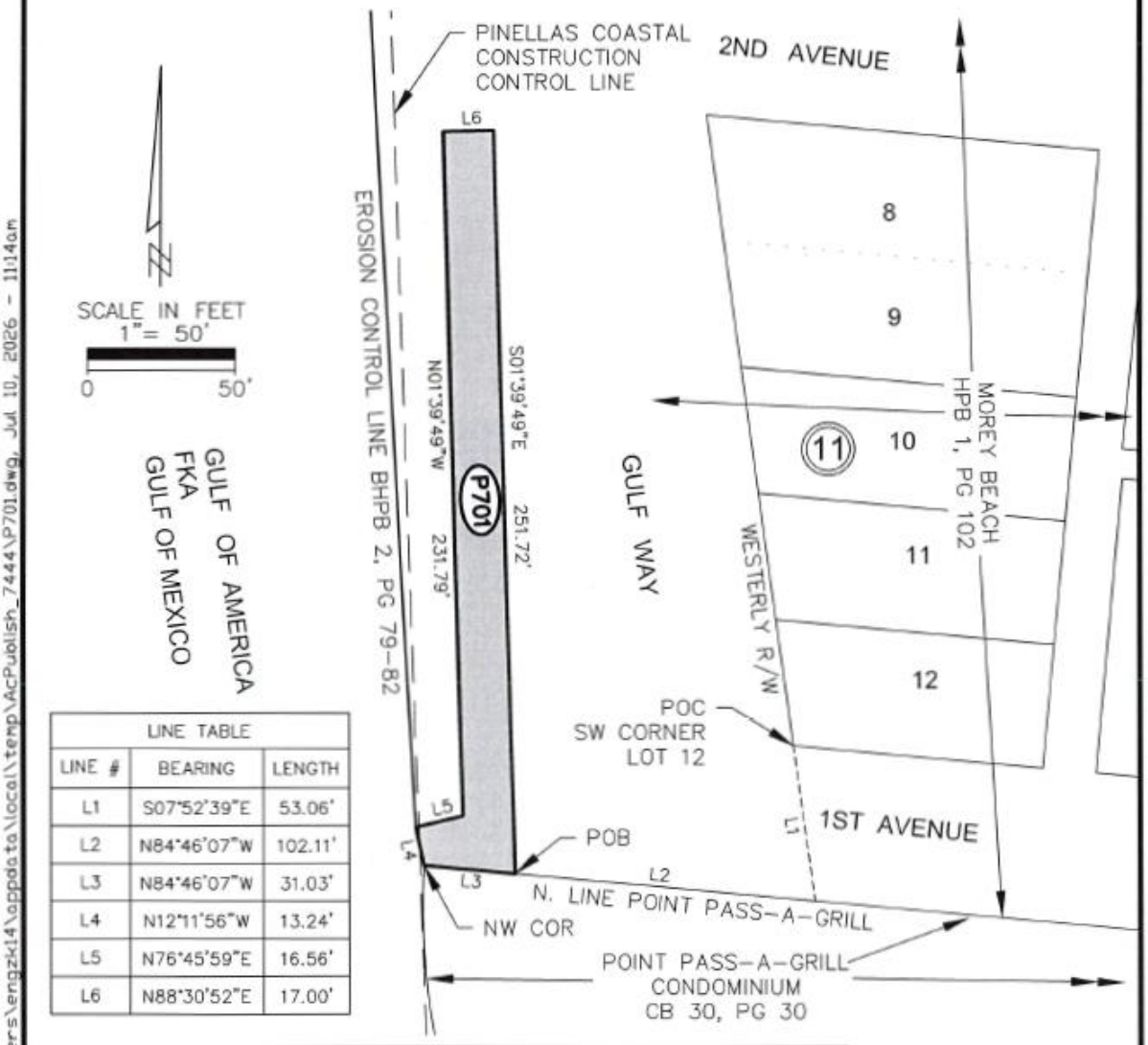
SHEET 1 OF 2

PINELLAS COUNTY
PUBLIC WORKS
SURVEY AND MAPPING DIVISION
22211 U.S. HIGHWAY 19 N.
CLEARWATER, FLORIDA 33765-2328
PHONE # (727) 464-8904

Pinellas County PUBLIC WORKS

SECTION 19, TOWNSHIP 32 SOUTH, RANGE 16 EAST

SKETCH – NOT A SURVEY



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S07°52'39"E	53.06'
L2	N84°46'07"W	102.11'
L3	N84°46'07"W	31.03'
L4	N12°11'56"W	13.24'
L5	N76°45'59"E	16.56'
L6	N88°30'52"E	17.00'

S.F.N.:	P.I.D.:	CALCULATED	CHECKED	Pinellas County Survey and Mapping Division	**SEE SHEET 1 OF 2 FOR LEGEND
1993_00001	002573A	BY: GD	BY: ----		

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Parcel No.: P701

EXHIBIT A

SHEET 2 OF 2

PINELLAS COUNTY
PUBLIC WORKS
SURVEY AND MAPPING DIVISION
22211 U.S. HIGHWAY 19 N.
CLEARWATER, FLORIDA 33765-2328
PHONE # (727) 464-8904

Pinellas County PUBLIC WORKS

SECTION 19, TOWNSHIP 32 SOUTH, RANGE 16 EAST

DESCRIPTION

An irregular shaped tract, being a portion of submerged lands, abutting the Westerly boundary of POINT PASS-A-GRILL, Condominium, recorded in Condominium Plat Book 30, Page 30, Public Records of Pinellas County, Florida; lying in a portion of Fractional Section 19, Township 32 South, Range 16 East, Pinellas County, Florida and being further described as follows:

Commencing at the intersection of Southeast corner of Lot 12, Block 11, MOREY BEACH Subdivision, as recorded in Plat Book 1, Page 102, Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part and the Easterly Right-of-Way line of Gulf Way; thence along the southerly prolongation of said Easterly Right-of-Way Line, S07°52'39"E, a distance of 53.06 feet to a point of intersection with the northerly boundary line of POINT PASS-A-GRILL, thence N84°46'07"W, along said northerly boundary line, a distance of 133.14 feet to the the Northwest corner of said Condominium and the POINT OF BEGINNING; thence S20°40'56"W, for a distance of 3.36 feet; thence S85°20'35"W, for a distance of 143.03 feet; thence N56°12'11"W, for a distance of 51.17 feet; thence N53°06'51"W, for a distance of 43.88 feet; thence N48°06'37"E, for a distance of 39.54 feet; thence S10°16'57"E, for a distance of 34.23 feet; thence S54°39'54"E, for a distance of 48.94 feet; thence S74°19'19"E, for a distance of 11.65 feet; thence N89°54'26"E, for a distance of 50.65 feet; thence N86°07'50"E, for a distance of 74.89 feet; thence N45°06'08"E, for a distance of 9.20 feet; thence S12°11'56"E, for a distance of 13.24 feet to the POINT OF BEGINNING.

Containing 3,444 square feet or 0.079 acres, more or less.

BASIS OF BEARINGS : Bearings indicated are on an assumed meridian based on the Easterly Right-of-Way line of Gulf Way of Block 11, MOREY BEACH subdivision, being S07°52'39"E

Additions or deletions by other than the Professional Surveyor and Mapper in responsible charge are prohibited. Sketch and/or Description has been electronically signed and sealed using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

The above Sketch and Land description was prepared under my supervision and is true and correct to the best of my knowledge and belief.

Digitally signed by Gregory Duque
Date: 2026.07.10 13:38:12 -04'00'

GREGORY DUQUE, PROFESSIONAL SURVEYOR AND MAPPER — DATE
LICENSE NUMBER: 6647, STATE OF FLORIDA

GREGORY DUQUE
License Number 6647
STATE OF FLORIDA
Professional Surveyor and Mapper

S.F.N.:	P.I.D.:	CALCULATED	CHECKED	Pinellas County Survey and Mapping Division
1993_00001	002573A	BY: GD	BY: ----	

C:\Users\engzk14\appdata\local\temp\AcPublish_7444\P702.dwg, Jul 10, 2026 - 11:38am

Parcel No.: P702

EXHIBIT B

SHEET 1 OF 2

PINELLAS COUNTY
PUBLIC WORKS
SURVEY AND MAPPING DIVISION
22211 U.S. HIGHWAY 19 N.
CLEARWATER, FLORIDA 33765-2328
PHONE # (727) 464-8904

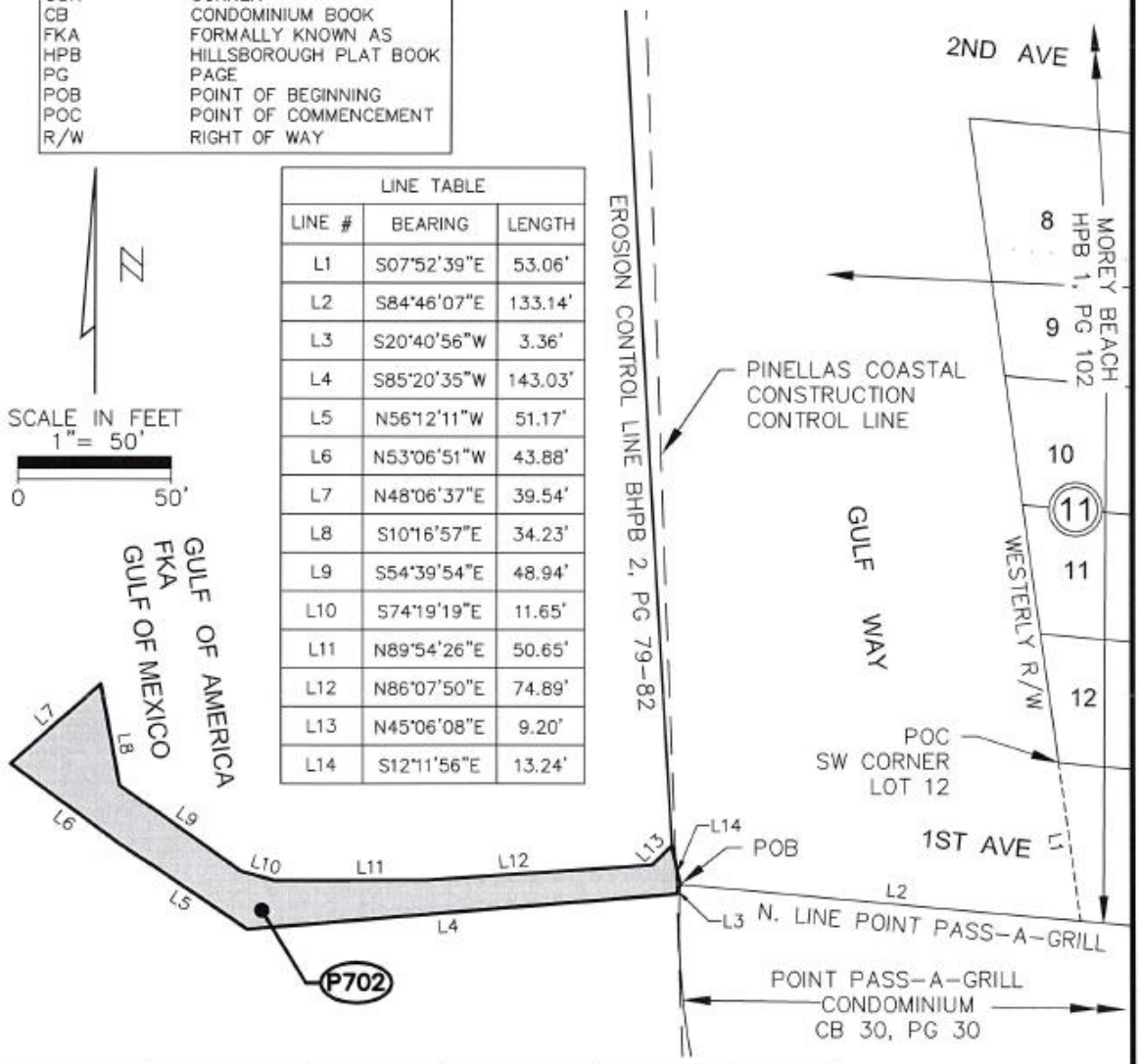
Pinellas County PUBLIC WORKS

SECTION 19, TOWNSHIP 32 SOUTH, RANGE 16 EAST

SKETCH - NOT A SURVEY

LEGEND	
BHPB	BULKHEAD PLAT BOOK
COR	CORNER
CB	CONDOMINIUM BOOK
FKA	FORMALLY KNOWN AS
HPB	HILLSBOROUGH PLAT BOOK
PG	PAGE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
R/W	RIGHT OF WAY

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S07°52'39"E	53.06'
L2	S84°46'07"E	133.14'
L3	S20°40'56"W	3.36'
L4	S85°20'35"W	143.03'
L5	N56°12'11"W	51.17'
L6	N53°06'51"W	43.88'
L7	N48°06'37"E	39.54'
L8	S10°16'57"E	34.23'
L9	S54°39'54"E	48.94'
L10	S74°19'19"E	11.65'
L11	N89°54'26"E	50.65'
L12	N86°07'50"E	74.89'
L13	N45°06'08"E	9.20'
L14	S12°11'56"E	13.24'



S.F.N.:	P.I.D.:	CALCULATED	CHECKED	Pinellas County Survey and Mapping Division
1993_00001	002573A	BY: GD	BY: ----	

C:\Users\engzk14\appdata\local\temp\AcPublish_7444\P702.dwg, Jul 10, 2026 - 11:38am

Parcel No.: P702

EXHIBIT B

SHEET 2 OF 2

PINELLAS COUNTY
PUBLIC WORKS
SURVEY AND MAPPING DIVISION
22211 U.S. HIGHWAY 19 N.
CLEARWATER, FLORIDA 33765-2328
PHONE # (727) 464-8904

Pinellas County PUBLIC WORKS

SECTION 18, TOWNSHIP 32 SOUTH, RANGE 16 EAST

DESCRIPTION

An irregular shaped tract, being a portion of the Right-of-Way of Gulf Way, being a part of PHILLIPS DIVISION OF PASSA GRILLE CITY subdivision, as recorded in Plat Book 4, Page 26, Public Records of Pinellas County, Florida, lying in Fractional Section 18, Township 32 South, Range 16 East, Pinellas County, Florida and being further described as follows:

COMMENCING at the southwest corner of Lot 104, Block K, PHILLIPS DIVISION OF PASSA GRILLE CITY subdivision, as recorded in Plat Book 4, Page 26, Public Records of Pinellas County, Florida; thence N87°22'25"W along the westerly extension of the South line of said Lot 104, for a distance of 50.50 feet to the West right-of-way line of Gulf Way; thence S02°54'45"W, for a distance of 61.95 feet to the POINT OF BEGINNING; thence continue S02°54'45"W, along said right-of-way line, for a distance of 204.03 feet; thence N89°14'46"W, for a distance of 26.88 feet; thence N03°40'02"E, for a distance of 204.64 feet; thence S86°35'05"E, for a distance of 16.80 feet; thence N88°29'57"E, for a distance of 7.39 feet to the POINT OF BEGINNING.

Containing 5,207 square feet or 0.120 acres, more or less.

BASIS OF BEARINGS : Bearings indicated are on an assumed meridian based on the Southerly line of Lot 104, Block 4, PHILLIPS DIVISION OF PASSA GRILLE CITY subdivision, being N87°22'25"W

LEGEND	
BHPB	BULKHEAD PLAT BOOK
COR	CORNER
ESMT	EASEMENT
FKA	FORMALLY KNOWN AS
P	PLAT
PG	PAGE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
R/W	RIGHT OF WAY

Additions or deletions by other than the Professional Surveyor and Mapper in responsible charge are prohibited. Sketch and/or Description has been electronically signed and sealed using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

The above Sketch and Land description was prepared under my supervision and is true and correct to the best of my knowledge and belief.

George A Shimp III 2026.08.14 08:54:20 -04'00'

GEORGE A. SHIMP III, PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER: 6137, STATE OF FLORIDA

DATE

GEORGE A. SHIMP III
License Number 6137
STATE OF FLORIDA
Professional Surveyor and Mapper
SEAL

S.F.N.:	P.I.D.:	CALCULATED BY:	CHECKED BY:	
1993_00001	002573A	RAC/AZ	TS	Pinellas County Survey and Mapping Division

Parcel No.: P703_R1

EXHIBIT C

SHEET 1 OF 2

C:\Autodesk\Temporary Drawing File Location\AcPublish_696\P703_r1.dwg, Aug 14, 2026 - 8:06am

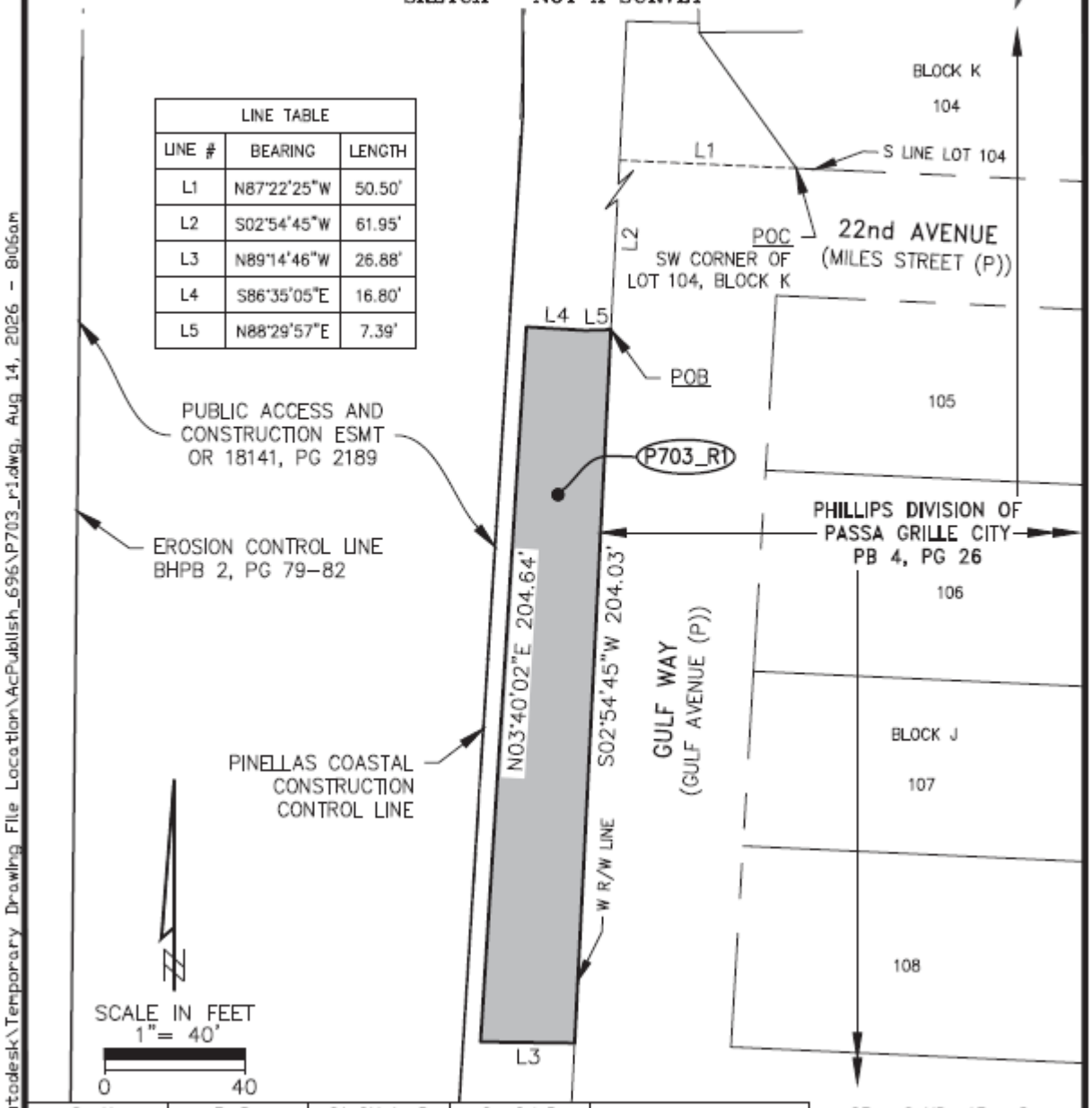
PINELLAS COUNTY
PUBLIC WORKS
SURVEY AND MAPPING DIVISION
22211 U.S. HIGHWAY 19 N.
CLEARWATER, FLORIDA 33765-2328
PHONE # (727) 464-8904

Pinellas County PUBLIC WORKS

SECTION 18, TOWNSHIP 32 SOUTH, RANGE 16 EAST

SKETCH – NOT A SURVEY

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N87°22'25"W	50.50'
L2	S02°54'45"W	61.95'
L3	N89°14'46"W	26.88'
L4	S86°35'05"E	16.80'
L5	N88°29'57"E	7.39'



S.F.N.: 1993_00001	P.I.D.: 002573A	CALCULATED BY: RAC/AZ	CHECKED BY: TS	Pinellas County Survey and Mapping Division	** FOR LEGEND TABLE SEE SHEET 1 OF 2

Parcel No.: P703_R1

EXHIBIT C

SHEET 2 OF 2

C:\Autodesk\Temporary Drawing File Location\AcPublish_696\P703_r1.dwg, Aug 14, 2026 - 8:06am

PINELLAS COUNTY
PUBLIC WORKS
SURVEY AND MAPPING DIVISION
22211 U.S. HIGHWAY 19 N.
CLEARWATER, FLORIDA 33765-2328
PHONE # (727) 464-8904

Pinellas County PUBLIC WORKS

SECTION 18, TOWNSHIP 32 SOUTH, RANGE 16 EAST

DESCRIPTION

An irregular shaped tract, being a portion of the Right-of-Way of Gulf Way, being a part of PHILLIPS DIVISION OF PASSA GRILLE CITY subdivision, as recorded in Plat Book 4, Page 26, Public Records of Pinellas County, Florida, together with a portion of the lands lying westerly of said Right-of-Way, all lying in Fractional Section 18, Township 32 South, Range 16 East, Pinellas County, Florida and being further described as follows:

COMMENCING at the southwest corner of Lot 104, Block K, PHILLIPS DIVISION OF PASSA GRILLE CITY subdivision, as recorded in Plat Book 4, Page 26, Public Records of Pinellas County, Florida; thence N87°22'25"W along the westerly extension of the South line of said Lot 104, for a distance of 25.54 feet; thence S05°01'34"W, for a distance of 11.79 feet to the POINT OF BEGINNING; thence continue S05°01'34"W, for a distance of 12.45 feet; thence S85°31'51"W, for a distance of 30.62 feet; thence N88°22'41"W, for a distance of 146.85 feet to a point on the Erosion Control Line; thence N00°38'54"E along said line, for a distance of 14.44 feet; thence S87°09'26"E, for a distance of 124.10 feet; thence N87°31'19"E, for a distance of 54.35 feet to the POINT OF BEGINNING.

Containing 2,314 square feet or 0.053 acres, more or less.

BASIS OF BEARINGS : Bearings indicated are on an assumed meridian based on the Southerly line of Lot 104, Block 4, PHILLIPS DIVISION OF PASSA GRILLE CITY subdivision, being N87°22'25"W

LEGEND	
BHPB	BULKHEAD PLAT BOOK
COR	CORNER
ESMT	EASEMENT
FKA	FORMALLY KNOWN AS
P	PLAT
PG	PAGE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
R/W	RIGHT OF WAY

Additions or deletions by other than the Professional Surveyor and Mapper in responsible charge are prohibited. Sketch and/or Description has been electronically signed and sealed using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

The above Sketch and Land description was prepared under my supervision and is true and correct to the best of my knowledge and belief.

George A Shimp III 2026.08.14 08:55:50 -04'00'

GEORGE A. SHIMP III, PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER: 6137, STATE OF FLORIDA

DATE

GEORGE A. SHIMP III
License Number 6137
STATE OF FLORIDA
Professional Surveyor and Mapper
SEAL

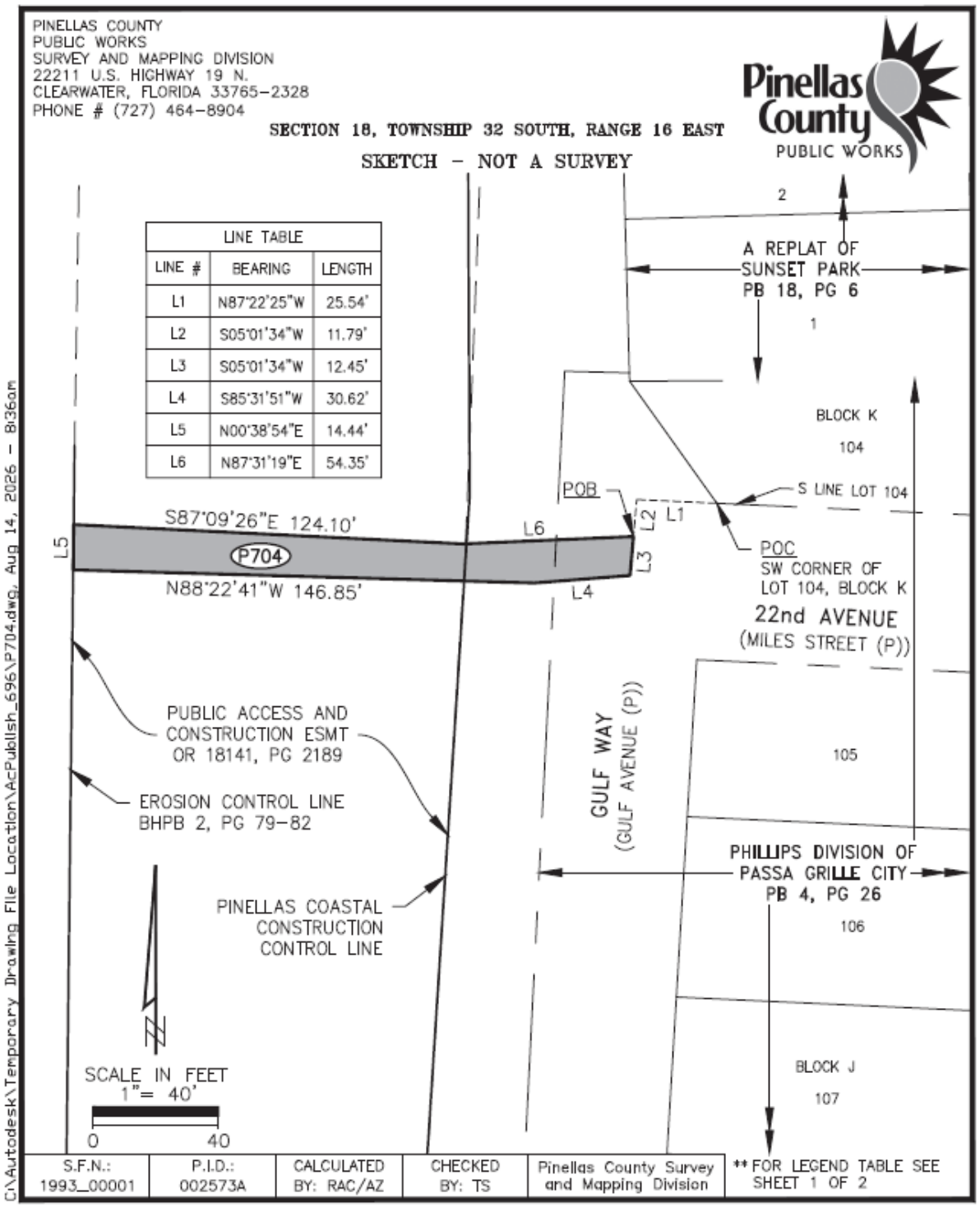
S.F.N.:	P.I.D.:	CALCULATED BY:	CHECKED BY:	
1993_00001	002573A	RAC/AZ	TS	Pinellas County Survey and Mapping Division

C:\Autodesk\Temporary Drawing File Location\AcPublish_696\P704.dwg, Aug 14, 2026 - 8:36am

Parcel No.: P704

EXHIBIT D

SHEET 1 OF 2



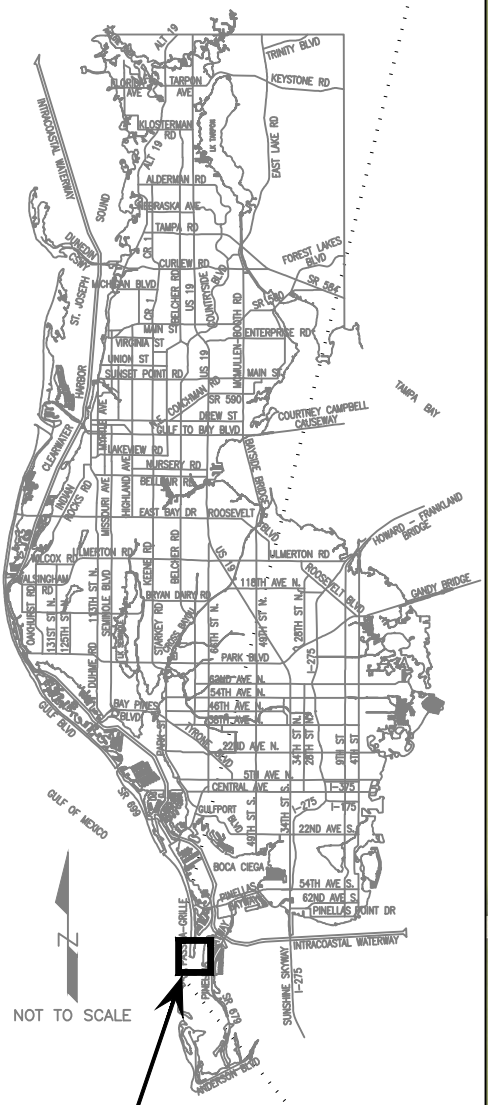
Parcel No.: P704

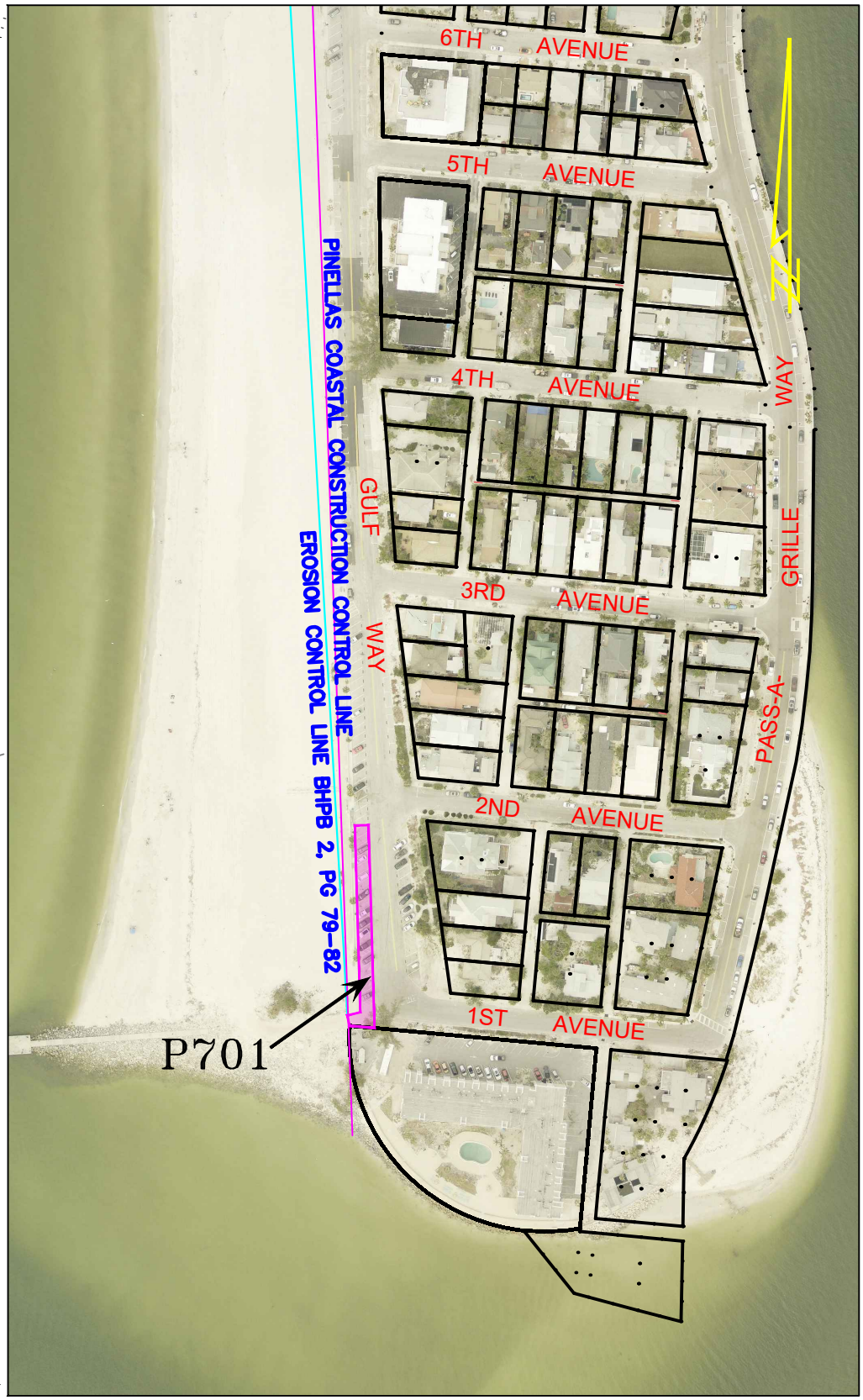
EXHIBIT D

SHEET 2 OF 2

SECTION(S) 19, TOWNSHIP 32 SOUTH, RANGE 16 EAST

PINELLAS COUNTY MAP





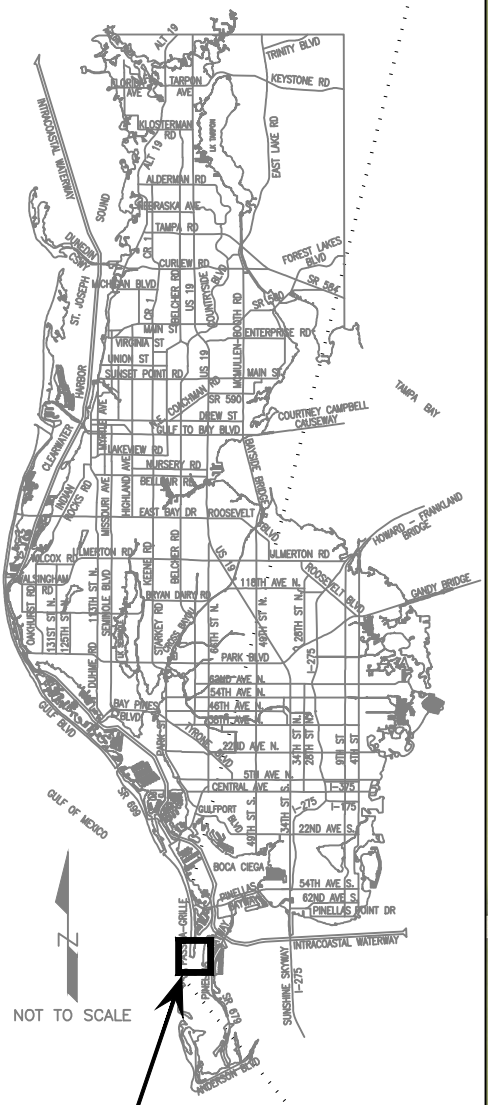
SCALE IN FEET 1"= 200'

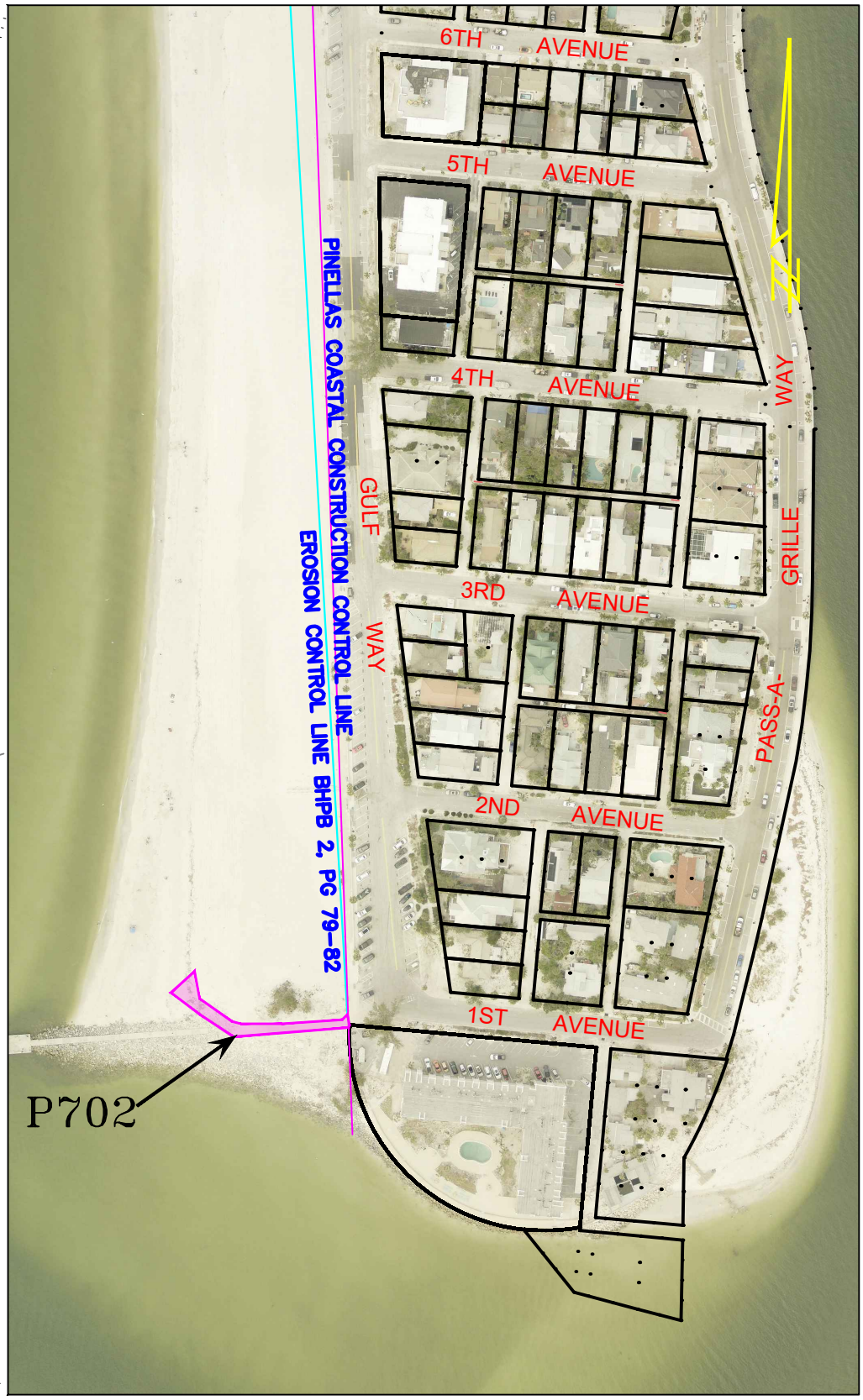
Pinellas County PUBLIC WORKS	*PASS-A-GRILL STAGGING AREA*	*EXHIBIT NOT A SURVEY PARCEL 701*	DATE: 7/10/2026
			PHOTOGRAPHY DATE: 02/26
		PID: 002573A	SURVEY FILE NO.: 1993_00001
		exhibit P701.dwg	SHEET: 01 of 01

S:\Divisions\Survey\Survey\SFN Projects\sfn1993_00001\Dwg\exhibit P701.dwg, Jul 10, 2026 - 12:07pm

SECTION(S) 19, TOWNSHIP 32 SOUTH, RANGE 16 EAST

PINELLAS COUNTY MAP





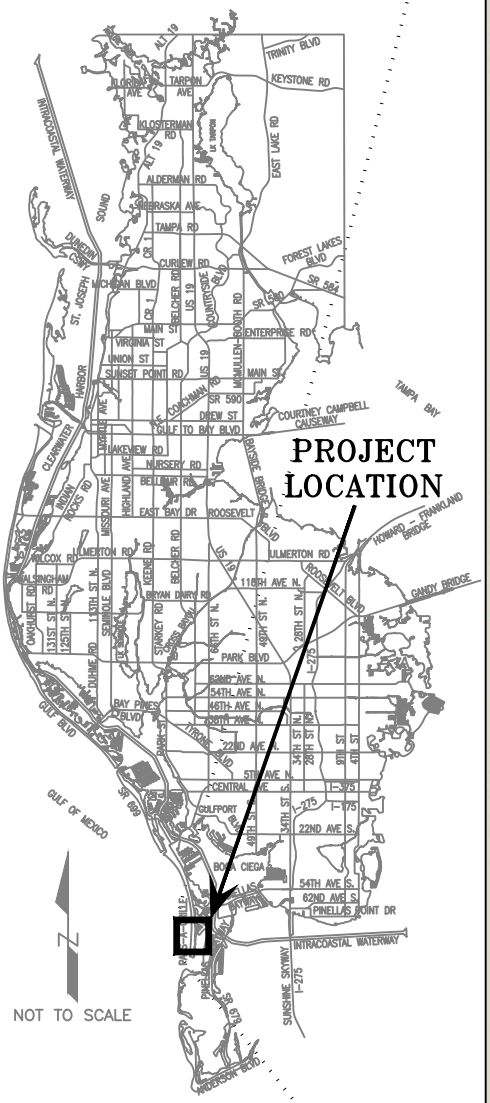
SCALE IN FEET 1"= 200'

Pinellas County PUBLIC WORKS	*PASS-A-GRILL STAGGING AREA*	*EXHIBIT NOT A SURVEY PARCEL 701*	DATE: 7/10/2026
			PHOTOGRAPHY DATE: 02/26
		PID: 002573A	SURVEY FILE NO.: 1993_00001
		exhibit P702.dwg	SHEET: 01 of 01

S:\Divisions\Survey\Survey\SFN Projects\sfn1993_00001\Dwg\exhibit P702.dwg, Jul 10, 2026 - 12:11pm

SECTION(S) 18, TOWNSHIP 32 SOUTH, RANGE 16 EAST

PINELLAS COUNTY MAP



SCALE IN FEET 1"= 100'

Pinellas County PUBLIC WORKS	*PASS-A-GRILL STAGING AREA*	*EXHIBIT NOT A SURVEY PARCEL P703*	DATE: 7/17/2026
			PHOTOGRAPHY DATE: 01/26
		PID: 002773A	SURVEY FILE NO.: 1993_00031
		exhibit P703.dwg	SHEET: 01 of 01

S:\Divisions\Survey\Survey\SFN Projects\sfn1993_00001\Dwg\exhibit P703.dwg, Jul 17, 2026 - 9:46am

CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS

Agenda Report

Agenda Title Name: Resolution 2026-25: Authorizing Termination of Any Continuing Occupancy at Merry Pier and Service of Notice Demanding Surrender of Possession

Action Request: Motion to adopt Resolution No. 2026-25, authorizing service of a Notice similar to that attached as Exhibit 'A,' requiring surrender of the Merry Pier property no later than 11:59 p.m. on September 30, 2026, and authorizing the City Attorney to pursue an action for possession and other appropriate relief if the property is not timely surrendered.

Strategic Objective:

Date: August 19, 2026

Prepared By: Becky Vose, City Attorney

Through: Frances Robustelli, City Manager

Summary of Issue: Consider adoption of the proposed Resolution authorizing the City to serve the Notice attached as Exhibit "A" upon Merry Pier Partners, LLC and all persons or entities claiming a right to occupy or use the Merry Pier property through Merry Pier Partners, LLC.

Threshold Charter Requirement

Section 1.02(c) of the City Charter is the threshold issue. It provides that City-owned real estate may be leased for a term of five years or less only upon specific authorization by an affirmative vote of a majority of the full City Commission. The additional term asserted by Merry Pier Partners, LLC for the lease of the entire pier is five years, but the City Commission never voted to authorize that alleged five-year lease. Thus, the governmental approval the Charter requires for the asserted lease never occurred. To the extent the Tenant relies on staff emails, negotiations, draft amendments, or other staff conduct as creating or approving a five-year extension after the Third Amendment, those

actions could not substitute for the Commission vote required by the Charter or bind the elected Commission to approve a lease it never approved. See *City of Orlando v. West Orange Country Club, Inc.*, 9 So. 3d 1268, 1271-73 (Fla. 5th DCA 2009); *Broward County v. Conner*, 660 So. 2d 288, 290 (Fla. 4th DCA 1995); *Town of Indian River Shores v. Coll*, 378 So. 2d 53, 55 (Fla. 4th DCA 1979).

Background

The City owns the Merry Pier property located at or near 801 Pass-A-Grille Way. The property has historically been occupied and operated by Merry Pier Partners, LLC under a written lease with the City.

Although Merry Pier Partners, LLC has occupied Merry Pier as the City's lessee for many years, its current owner, John Kavanagh, did not acquire his ownership interest in the LLC until after Hurricanes Helene and Milton in the fall of 2024. Thus, the LLC's long history as the named lessee is materially different from the tenure and payment history of its current ownership. Under Mr. Kavanagh's ownership, the LLC has never paid rent to the City. City records further reflect substantial unpaid lease charges, including amounts billed for the post-storm period. This history is relevant both to the Tenant's present default and to any suggestion that the length of the LLC's historical relationship with the City supports continued occupancy under the current ownership.

The City's records reflect that the fixed term of the Lease for the entire Merry Pier property has expired. The City and Merry Pier Partners, LLC subsequently engaged in settlement discussions concerning a materially different transaction. On July 14, 2026, the City Commission authorized a proposed settlement agreement together with a new lease limited to a single dock space, rather than a renewal or extension of the Tenant's lease of the entire pier. The Mayor thereafter signed the Commission-authorized one-dock-space lease and settlement agreement on behalf of the City. That separate transaction does not constitute approval or ratification of the Tenant's claimed five-year extension of the whole-pier Lease. The papers presented for approval at the City Commission meeting on August 19, 2026 are intended to withdraw and revoke the City's prior offer and authorization for that limited settlement transaction to the extent it remains

unaccepted or unconsummated.

Merry Pier Partners, LLC has continued to occupy and operate from the broader Merry Pier property. The Commission must now determine whether to withdraw the previously authorized one-dock-space settlement transaction and require surrender of the Premises covered by the expired whole-pier Lease.

August 11, 2026 Demand Letter

On August 11, 2026, the City Attorney received a demand letter from Holland & Knight LLP on behalf of Merry Pier Partners, LLC. The letter asserts, among other things, that Merry Pier Partners possessed a contractual right to extend the Lease for an additional five-year term, that it exercised that right, and that the City agreed to the extension through staff communications, continued occupancy, and circulation of a draft amendment. The letter also threatens litigation to enforce an alleged five-year extension and to recover claimed business losses and other damages.

A major defect in the demand letter's extension theory is the absence of the Commission approval required by the City Charter for the alleged five-year lease of the entire Merry Pier property. Section 1.02(c) required a majority vote of the full City Commission to authorize that asserted five-year lease, and no such vote occurred. Staff communications, negotiations, or draft documents could not substitute for that required governmental action. The Commission's later approval of a separate settlement transaction and a new lease limited to one dock space underscores the distinction: when the City agreed to consider a new lease, the matter was presented to and acted upon by the elected Commission, and the Mayor signed documents reflecting that limited Commission-authorized transaction. That action did not approve or ratify a five-year extension of the expired whole-pier Lease.

The demand letter's extension theory is also inconsistent with the Lease documents: the prior option language provided that any additional term was available only "upon mutual agreement of the parties," not by unilateral exercise, and the Third Amendment thereafter amended Section 2 to establish the February 1, 2021 through February 1, 2026 term while omitting the former language concerning any additional option. The above cited Florida cases likewise recognize that staff or other representatives cannot bind a

governmental entity where approval by its governing body is required.

The asserted five-year extension of the entire Merry Pier property also implicates section 725.01, Florida Statutes, Florida's statute of frauds. That statute applies to a lease for a period longer than one year and requires the agreement, or a sufficient note or memorandum of it, to be in writing and signed by the party to be charged or by a person lawfully authorized to act for that party. The City has identified no writing signed by the City that reflects an agreement to the alleged additional five-year term for the entire pier. The draft whole-pier extension attached to the demand letter is unsigned. The later Mayor-signed one-dock-space lease is a materially different instrument arising from a separate Commission-authorized settlement transaction and does not evidence assent to the alleged whole-pier extension. The Florida Supreme Court has reaffirmed that promissory estoppel cannot be used to circumvent section 725.01 and cited *City of Orlando v. West Orange Country Club, Inc.* with approval on that point. *DK Arena, Inc. v. EB Acquisitions I, LLC*, 112 So. 3d 85, 95-96 (Fla. 2013). Moreover, the January 29, 2026 staff email relied upon in the demand letter stated that information and other steps were needed to "move forward with the fourth Lease Amendment," expressly referred to a "DRAFT fourth Amendment," and stated that certain matters had to be reviewed by legal counsel. Those contemporaneous statements are inconsistent with the assertion that an enforceable five-year extension had already been completed.

Proposed Resolution and Notice

The proposed Resolution authorizes the City Attorney to serve the Notice attached as Exhibit “A.” The Notice states the City’s position that:

1. Section 1.02(c) of the City Charter required an affirmative vote of a majority of the full City Commission to authorize the alleged additional five-year lease of the entire Merry Pier property. No such vote occurred, and staff communications or negotiations could not substitute for the Commission approval required by the Charter. The Commission's later authorization of a separate one-dock-space lease as part of a settlement transaction did not approve or ratify the alleged whole-pier extension.

2. The written lease has expired and was not renewed

or extended for an additional fixed term.

3. Any alleged additional option was not unilateral; the prior option language required the mutual agreement of the parties, and the City Commission does not agree to any additional term.

4. Independently, the alleged five-year whole-pier extension is subject to section 725.01, Florida Statutes, and the City has identified no writing signed by the City reflecting agreement to that alleged term. The Mayor-signed one-dock-space lease is a separate, materially narrower transaction and does not constitute such a writing.

5. On July 14, 2026, the City Commission authorized a separate settlement transaction that included a new lease limited to one dock space, and the Mayor signed the Commission-authorized settlement agreement and limited lease. Those documents did not renew or extend the expired Lease of the entire Merry Pier property. The August 19, 2026 action would withdraw and revoke the City's prior offer and authorization for that limited transaction to the extent it remains unaccepted or unconsummated.

6. To the extent the continued occupancy created any month-to-month tenancy, holdover tenancy, license, temporary permission, consent, or other authority to remain, that authority is terminated effective at 11:59 p.m. on September 30, 2026.

7. Merry Pier Partners, LLC and all persons or entities claiming through it must cease operations, vacate the property, remove their personal property, vessels, equipment, inventory, and signs, and surrender possession to the City by the stated deadline.

8. Although the LLC has been a City lessee for many years, current owner John Kavanagh acquired his ownership interest only after Hurricanes Helene and Milton in fall 2024, and the LLC has paid no rent to the City under his ownership.

9. The City reserves its claims for unpaid rent, use and occupancy charges, damages, an accounting, costs, attorney's fees where recoverable, and any other available relief.

The Notice does not authorize a self-help eviction or the physical removal of persons or property without

lawful process. If the property is not voluntarily surrendered, the Resolution authorizes the City Attorney to pursue an action for possession and other appropriate relief through the courts.

Effect on Subtenants and Other Occupants

The City understands that other persons or businesses may presently occupy slips or conduct activities at Merry Pier under arrangements made with Merry Pier Partners, LLC.

The proposed action does not determine the validity of any private agreement between Merry Pier Partners, LLC and those persons or businesses. However, a sublease, license, concession, slip-use agreement, or similar arrangement ordinarily cannot provide a greater right to remain on City property than the right held by the party granting that arrangement.

The City intends to provide separate written notice to the known current subtenants or slip occupants so they are aware of the Commission's action and have an opportunity to remove their property and make appropriate arrangements before the surrender deadline. The City's communications with those occupants will not recognize or create any independent tenancy or contractual relationship with the City.

Reason for Commission Action

The City Commission is the governing body authorized to determine whether City-owned property will continue to be occupied under the present circumstances. Adoption of the Resolution will provide clear direction to City staff, the current occupant, other persons using the property, and the public.

The proposed action also establishes an orderly process and a specific surrender date while preserving the rights of all parties to obtain a judicial determination of any disputed legal issues.

Funding:

The City Attorney provides legal services to the City under a flat-fee arrangement that includes litigation. Accordingly, the City will not incur additional City Attorney fees merely because an action for possession or related litigation is filed or prosecuted. The City may, however, incur the applicable court filing fee and other out-of-pocket litigation expenses, if necessary, such as

court reporter and transcript charges for depositions, mediation fees, service-of-process expenses, expert or consultant expenses if authorized, and similar case-related costs.

The City may also incur operational expenses associated with securing and inspecting the property, addressing personal property remaining at the premises, and transitioning the property after possession is recovered. The City reserves the right to seek recovery of unpaid rent, use and occupancy charges, damages, taxable costs, attorney's fees where legally recoverable, and other amounts determined to be due.

Attachments:

1. Resolution 2026-25 - Merry Pier
2. Merry Pier Final Notice to Tenant

RESOLUTION NO. 2026-25

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, DETERMINING THAT SECTION 1.02(c) OF THE CITY CHARTER REQUIRED SPECIFIC AUTHORIZATION BY AN AFFIRMATIVE VOTE OF A MAJORITY OF THE FULL CITY COMMISSION FOR THE ALLEGED FIVE-YEAR LEASE OF THE ENTIRE MERRY PIER PREMISES AND THAT NO SUCH COMMISSION APPROVAL OCCURRED; DISTINGUISHING THE COMMISSION'S LATER AUTHORIZATION OF A SEPARATE SETTLEMENT TRANSACTION AND NEW LEASE LIMITED TO A SINGLE DOCK SPACE; WITHDRAWING AND REVOKING THAT LIMITED OFFER AND AUTHORIZATION TO THE EXTENT UNACCEPTED OR UNCONSUMMATED; DETERMINING THAT THE WRITTEN WHOLE-PIER LEASE EXPIRED AND WAS NOT RENEWED OR EXTENDED; CONSTRUING THE LEASE EXTENSION PROVISIONS; DECLINING TO AGREE TO OR GRANT ANY FURTHER RENEWAL OR EXTENSION; TERMINATING ANY HOLDOVER TENANCY OR OTHER TEMPORARY PERMISSION FOR CONTINUED OCCUPANCY; AUTHORIZING NOTICE AND DEMAND FOR SURRENDER OF POSSESSION; AUTHORIZING THE CITY ATTORNEY TO COMMENCE AND PROSECUTE AN ACTION TO RECOVER POSSESSION AND RELATED RELIEF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Pete Beach, Florida (the "City"), is the owner and lessor of the real property and improvements commonly known as Merry Pier, located at or near 801 Pass-A-Grille Way, St. Pete Beach, Florida (the "Premises"); and

WHEREAS, Section 1.02(c) of the City Charter provides that City-owned real estate may be leased for a term of five years or less only upon specific authorization by an affirmative vote of a majority of the full City Commission, and the additional term asserted by Merry Pier Partners, LLC is a five-year lease of the entire Merry Pier property for which no such Commission vote or authorization occurred; and

WHEREAS, because the Charter expressly requires Commission authorization, preliminary communications, negotiations, draft documents, or other actions by City staff could not cast the Commission's votes, substitute for the Commission approval required by the Charter, or bind the elected City Commission to approve the alleged five-year lease of the entire Merry Pier property; and

WHEREAS, Florida courts likewise recognize that officers, attorneys, staff, or other representatives of a governmental entity cannot substitute their assent for approval by the governing body where such approval is required to bind the governmental entity, see *City of Orlando v. West Orange Country Club, Inc*., 9 So. 3d 1268, 1271-73 (Fla. 5th DCA 2009); *Broward County v. Conner*, 660 So. 2d 288, 290 (Fla. 4th DCA 1995); *Town of Indian River Shores v. Coll,* 378 So. 2d 53, 55 (Fla. 4th DCA 1979); and

WHEREAS, the City and Merry Pier Partners, LLC ("Tenant") entered into a Lease Agreement executed in February 2011, with a stated commencement date of February 1, 2011 (the

"Original Lease"), which was thereafter amended by a First Amendment to Lease Agreement dated March 27, 2012, a Second Amendment to Lease Agreement, and a Third Amendment to Merry Pier Lease Agreement executed in January 2021 (collectively, the "Lease"); and

WHEREAS, although the Tenant has been a lessee of the City for many years, its current owner, John Kavanagh, acquired his ownership interest in Merry Pier Partners, LLC only after Hurricanes Helene and Milton in the fall of 2024; and

WHEREAS, under Mr. Kavanagh's ownership, the Tenant has not paid rent to the City, and the City continues to claim substantial unpaid lease charges and reserves all rights to recover the same; and

WHEREAS, Section 2 of the Original Lease established an initial five-year term commencing February 1, 2011 and terminating January 31, 2016, and stated that three additional five-year options were "available upon mutual agreement of the parties," thereby requiring the affirmative agreement of both the City and the Tenant and not granting the Tenant a unilateral right to extend the Lease; and

WHEREAS, the First Amendment modified permitted uses and other provisions of the Original Lease but did not modify the term; and

WHEREAS, the Second Amendment replaced Section 2, established an additional five-year term commencing February 1, 2016 and terminating January 31, 2021, and stated that two additional five-year options were available only upon mutual agreement of the parties; and

WHEREAS, the Third Amendment again amended Section 2 to provide a five-year term commencing February 1, 2021 and terminating February 1, 2026, unless earlier terminated, and did not include the former language concerning any additional option or extension; and

WHEREAS, section 725.01, Florida Statutes, (known as the Statute of Frauds) applies to a lease for a period longer than one year and provides that such an agreement, or a note or memorandum thereof, must be in writing and signed by the party to be charged or by a person lawfully authorized to act for that party; and

WHEREAS, the additional term asserted by the Tenant would be a five-year lease of the entire Merry Pier property, but the City has signed no writing that reflects an agreement to that alleged whole-pier extension, and the proposed extension upon which the Tenant relies is an unsigned draft that was never executed by the City; and

WHEREAS, the City Commission construes the Third Amendment as superseding the prior versions of Section 2 and as omitting and extinguishing any further contractual option or right to renew or extend the Lease after February 1, 2026; and

WHEREAS, alternatively, even if any prior language concerning an additional five-year option could be construed to have survived the Third Amendment, any such option was expressly conditioned upon the mutual agreement of the parties, did not create an automatic or unilateral

right of renewal in the Tenant, and could not extend the Lease without the City's affirmative agreement; and

WHEREAS, the City Commission does not agree to, approve, grant, or consent to any renewal or extension of the Lease beyond February 1, 2026, and expressly declines to enter into any mutual agreement granting or approving any alleged remaining option or additional term; and

WHEREAS, no later written amendment, renewal, or extension of the Lease for the entire Merry Pier property was approved by the City Commission and executed by the City so as to continue that Lease beyond February 1, 2026, and preliminary discussions, staff communications, negotiations, draft documents, and hurricane-related accommodations did not constitute the required mutual agreement or create a further whole-pier lease term; and

WHEREAS, on July 14, 2026, the City Commission separately authorized a proposed settlement transaction consisting of a settlement agreement and a new lease limited to a single dock space, and the Mayor thereafter signed those Commission-authorized documents on behalf of the City; and

WHEREAS, that one-dock-space settlement transaction was materially different from, and did not approve or ratify, the Tenant's claimed five-year extension of the Lease for the entire Merry Pier property, and the City Commission now desires to withdraw and revoke its prior offer and authorization for that limited transaction to the extent it remains unaccepted or unconsummated; and

WHEREAS, on August 11, 2026, the City Attorney received a demand letter from Holland & Knight LLP on behalf of the Tenant asserting, among other things, that the Tenant had a contractual right to extend the Lease for an additional five-year term, that the Tenant exercised that right, and that the City agreed to the extension through staff communications, continued occupancy, and circulation of a draft amendment; and

WHEREAS, the City Commission finds that the material premises of the demand letter concerning an alleged five-year extension of the entire Merry Pier property are inconsistent with the Lease documents, the City Charter, and applicable law because the prior option language required mutual agreement rather than unilateral exercise, the Third Amendment omitted the former language concerning any additional option, Charter Section 1.02(c) required an affirmative vote of a majority of the full City Commission for the alleged five-year whole-pier lease and no such approval occurred, no signed five-year whole-pier extension was executed by the City, and section 725.01, Florida Statutes, requires the requisite signed writing for a lease exceeding one year; and

WHEREAS, the January 29, 2026 staff email cited in the demand letter itself stated that information and other steps were needed to "move forward with the fourth Lease Amendment," expressly referred to a "DRAFT fourth Amendment," and stated that certain matters had to be reviewed by legal counsel, and those contemporaneous statements evidence a proposed amendment still requiring further action and approval rather than a completed five-year extension; and

WHEREAS, Section 51 of the Original Lease provides that any holding over after expiration or termination shall be construed as a tenancy from month to month, and, to the extent any month-to-month tenancy, holdover tenancy, temporary permission, accommodation, tolerance, license, or consent arose after February 1, 2026, the City Commission desires to terminate and withdraw it; and

WHEREAS, Part I of Chapter 83, Florida Statutes, applies to nonresidential tenancies; Section 83.03(3), Florida Statutes, provides for termination of a month-to-month tenancy upon not less than 15 days' notice before the end of a monthly period; Section 83.04, Florida Statutes, addresses a tenant's status after expiration of a written lease; and Section 83.20(1), Florida Statutes, authorizes removal of a tenant who continues in possession after expiration of the tenant's term without the landlord's permission; and

WHEREAS, the City Commission finds that recovery of possession of the Premises is in the public interest and is necessary to protect and manage public property.

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

SECTION 1. Findings. The foregoing recitals are adopted as the findings of the City Commission and are incorporated into this Resolution.

SECTION 2. Threshold Charter Requirement; No Commission Approval of the Alleged Five-Year Whole-Pier Lease. The City Commission determines that Section 1.02(c) of the City Charter provides a threshold and independently compelling ground against the Tenant's claim that a five-year extension of the Lease for the entire Merry Pier property became binding through staff communications or negotiations. The asserted additional term is five years. The Charter required that any such lease of City-owned real estate be specifically authorized by an affirmative vote of a majority of the full City Commission. No such vote occurred as to the alleged whole-pier extension. Because the legally required Commission authorization never occurred, no City employee, officer, attorney, or staff member could create that alleged five-year lease by email, negotiation, draft amendment, representation, course of dealing, or other conduct, nor could any such person compel the elected Commission to approve it. The Commission's later authorization of a separate settlement transaction and a new lease limited to one dock space confirms rather than undermines this conclusion: when the City agreed to consider leasing City property, the transaction was presented to the elected Commission for action and the Mayor signed documents reflecting only that limited Commission-authorized transaction. That action did not approve, ratify, renew, or extend the expired Lease of the entire Merry Pier property. See *City of Orlando v. West Orange Country Club, Inc*., 9 So. 3d 1268, 1271-73 (Fla. 5th DCA 2009); *Broward County v. Conner,* 660 So. 2d 288, 290 (Fla. 4th DCA 1995); *Town of Indian River Shores v. Coll*, 378 So. 2d 53, 55 (Fla. 4th DCA 1979).

SECTION 3. Lease History; Construction of Extension Provisions; Expiration and Non-Renewal. The City Commission determines and confirms that: (a) the Original Lease established a term commencing February 1, 2011 and terminating January 31, 2016, with three potential

additional five-year options available only upon mutual agreement of the parties; (b) the First Amendment did not alter the term; (c) the Second Amendment replaced Section 2, established an additional term commencing February 1, 2016 and terminating January 31, 2021, and stated that two potential additional five-year options were available only upon mutual agreement of the parties; (d) the Third Amendment again amended Section 2, established a term commencing February 1, 2021 and terminating February 1, 2026, and omitted the former option language; and (e) no subsequent written amendment, renewal, or extension of the whole-pier Lease was approved by the City Commission and executed by the City. The City Commission construes the Third Amendment as superseding the prior versions of Section 2 and eliminating any further option or right to extend the Lease. Independently and alternatively, even if any alleged option survived, it required the mutual agreement and affirmative consent of the City, which the City Commission expressly withholds and declines to give. Accordingly, the Lease of the entire Merry Pier property ended no later than February 1, 2026 and was not renewed or extended. The Commission further determines that the alleged additional five-year whole-pier term would be subject to section 725.01, Florida Statutes; that the City has identified no writing signed by the City reflecting agreement to such an additional whole-pier term; and that the unsigned draft amendment and preliminary staff communications cited by the Tenant did not create the asserted five-year extension. The Commission separately recognizes that on July 14, 2026 it authorized a settlement transaction and a new lease limited to a single dock space, and that the Mayor signed those Commission-authorized documents. That materially narrower transaction was not an extension or renewal of the expired whole-pier Lease and does not constitute approval or ratification of the Tenant's asserted five-year whole-pier extension.

SECTION 4. Separate One-Dock-Space Settlement Transaction; Withdrawal. The City Commission confirms that its July 14, 2026 action concerned a separate settlement transaction and a new lease limited to a single dock space, not a renewal or extension of the Lease for the entire Merry Pier property. The Mayor's execution of the Commission-authorized settlement agreement and limited lease reflected only that separate transaction. The Commission hereby withdraws and revokes its prior offer and authorization for that limited settlement transaction to the extent the transaction remains unaccepted or unconsummated, and withdraws any other outstanding unaccepted proposal concerning settlement, renewal, or extension. Nothing in those Mayor-signed documents shall be construed as approval, ratification, renewal, or extension of the expired whole-pier Lease.

SECTION 5. Termination of Holdover and Withdrawal of Permission; Demand for Possession. To the extent the Tenant or any person or entity claiming through the Tenant acquired or may claim any month-to-month tenancy, holdover tenancy, temporary permission, accommodation, tolerance, license, consent, or other authority to remain in possession or use of the Premises after February 1, 2026, every such tenancy, permission, license, consent, or authority is hereby terminated, withdrawn, and not renewed, effective upon the earliest date permitted by the Lease and applicable law. The Tenant and all persons or entities claiming through it shall surrender complete, peaceful, and exclusive possession of the Premises to the City in accordance with the notice authorized by this Resolution.

SECTION 6. Authorization of Notice. The City Attorney is authorized to finalize and cause service of a Notice of Lease Expiration, Non-Renewal, Termination of Any Holdover Tenancy,

Withdrawal of Permission, and Demand for Surrender of Possession substantially in the form attached as Exhibit "A," or as otherwise deemed appropriate by the City Attorney. The notice shall state first and foremost that Section 1.02(c) of the City Charter required an affirmative vote of a majority of the full City Commission to authorize the alleged additional five-year lease of the entire Merry Pier property; that no such vote occurred; and that staff communications, negotiations, or draft documents could not substitute for the Commission approval required by the Charter or bind the Commission to approve that lease. The notice shall distinguish the Commission's later authorization of a separate settlement agreement and new lease limited to a single dock space, including the Mayor's execution of those Commission-authorized documents, from the Tenant's asserted five-year whole-pier extension. The notice shall also state the City's additional and alternative grounds, including that the Third Amendment eliminated any further option; that, in all events, any arguably surviving option required the City's mutual agreement, which the City has withheld; and that any alleged additional five-year whole-pier term is subject to section 725.01, Florida Statutes, and is not supported by a writing signed by the City reflecting agreement to that term. The City Attorney may make appropriate revisions, insert dates, addresses, names, service information, termination and surrender dates, and property descriptions, and take all steps reasonably necessary to accomplish lawful service. The notice may be hand delivered and posted at the Premises after the adoption of this Resolution on or after August 19, 2026, and may also be served by certified mail, overnight delivery, email to known counsel as a courtesy, and any other method required or permitted by the Lease or applicable law.

SECTION 7. Authorization to Recover Possession. If the Tenant and all persons or entities claiming through it do not timely surrender possession in accordance with the notice, the City Attorney is authorized to commence and prosecute an action to recover possession of the Premises and to seek such declaratory, injunctive, monetary, equitable, and other relief as the City Attorney determines to be appropriate. The City Attorney is further authorized to defend against any claim that any option survived or that the parties entered into any mutual agreement resulting in a renewal or extension.

SECTION 8. Implementation. The City Manager, and the City Manager’s designees are authorized and directed to cooperate with the City Attorney, preserve relevant records, document service and the condition of the Premises, coordinate an orderly turnover, and take all lawful actions necessary to implement this Resolution. Nothing in this Resolution authorizes self-help eviction or removal of persons or property except pursuant to lawful process or voluntary surrender.

SECTION 9. Reservation of Rights. Nothing in this Resolution waives, releases, compromises, or limits any City claim, defense, remedy, claim for accrued rent or use and occupancy, claim for damages, right to an accounting, right to recover unauthorized revenues, right to remove personal property through lawful process, or other right arising under the Lease or applicable law. The City does not admit that the Lease was renewed or extended for any additional fixed term after February 1, 2026. The City recognizes only such month-to-month holdover tenancy, if any, as arose under the express holdover provisions of the Lease. The City does not admit that the parties entered into any mutual agreement extending the Lease for an additional term, that the City otherwise agreed to any renewal or extension, or that the Tenant acquired any renewal, extension, license, or continuing possessory interest other than such month-to-month holdover tenancy, if any.

SECTION 10. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Commission of the City of St. Pete Beach, Florida, at a duly noticed public meeting held on August 19, 2026.

ATTEST:	CITY OF ST. PETE BEACH, FLORIDA
_____ Renee Rose, City Clerk	_____ Scott Tate, Mayor
Approved as to form and legal sufficiency for the use and reliance of the City of St. Pete Beach only: _____ Ralf Brookes, City Attorney	

EXHIBIT "A"

NOTICE OF LEASE EXPIRATION AND NON-RENEWAL, TERMINATION OF ANY MONTH-TO-MONTH OR HOLDOVER TENANCY, WITHDRAWAL OF PERMISSION, AND DEMAND FOR SURRENDER OF POSSESSION

VIA: HAND DELIVERY, POSTING, CERTIFIED MAIL, RETURN RECEIPT REQUESTED, REGULAR U.S. MAIL, AND COURTESY EMAIL TO COUNSEL

DATE: August 19, 2026, after adoption of related Resolution by St. Pete Beach City Commission

May be delivered to the following by:

- **i) Personal Delivery**
- **ii) Certified Mail, Return Receipt Requested; or**
- **iii) Overnight delivery service**

TO: Merry Pier Partners, LLC
801 Pass-A-Grille Way
St. Pete Beach, Florida 33706

AND TO: John Kavanagh
4618 Helena Street NE
St. Petersburg, Florida 33703

AND TO: Merry Pier Partners, LLC
801 Pass-A-Grille Way
St. Pete Beach, Florida 33706
Attention: Michael Long

AND TO: Tammy Barnes
409 76th Avenue
St. Pete Beach, Florida 33706

AND TO: All officers, managers, agents, employees, subtenants, concessionaires, licensees, occupants, and persons or entities claiming possession through Merry Pier Partners, LLC

PREMISES: Merry Pier, located at or near 801 Pass-A-Grille Way, St. Pete Beach, Florida 33706, including the leased land, buildings, dock space, improvements, and appurtenant areas described in the Lease (the "Premises").

PLEASE TAKE NOTICE as follows:

1. Charter requirement; no Commission approval of the alleged five-year whole-pier lease. Section 1.02(c) of the City Charter provides that City-owned real estate may be leased for a term of five years or less only upon specific authorization by an affirmative vote of a majority of the full City Commission. The additional term asserted by the Tenant is a five-year lease of

the entire Merry Pier property. The City Commission never voted to authorize that alleged five-year whole-pier lease. The Charter-required governmental act necessary to create the asserted lease therefore never occurred. Staff communications, negotiations, draft documents, or other conduct could not cast the Commission's votes, substitute for the Commission approval required by the Charter, or bind the elected Commission to approve a lease it never approved. The Commission's later authorization of a separate settlement transaction and a new lease limited to one dock space does not alter that conclusion; rather, it demonstrates the formal Commission action required when the City agrees to lease City property. See *City of Orlando v. West Orange Country Club, Inc.,* 9 So. 3d 1268, 1271-73 (Fla. 5th DCA 2009); *Broward County v. Conner*, 660 So. 2d 288, 290 (Fla. 4th DCA 1995); *Town of Indian River Shores v. Coll*, 378 So. 2d 53, 55 (Fla. 4th DCA 1979).

2. **Lease expiration.** The City of St. Pete Beach, Florida ("City") is the owner and lessor of the Premises. The written Lease Agreement between the City and Merry Pier Partners, LLC ("Tenant"), as amended (collectively, the "Lease"), established a final fixed term ending no later than February 1, 2026. The City has determined that the Lease expired and was not renewed or extended for any additional fixed term.

3. **No further extension right.** The Third Amendment amended Section 2, established the term ending February 1, 2026, and omitted the earlier language concerning possible additional options. The City construes the Third Amendment as superseding the prior versions of Section 2 and eliminating any further option or right to extend the Lease. Independently and alternatively, even if any earlier language concerning an additional five-year term survived, any such term was available only upon the mutual agreement and affirmative consent of both parties. The City Commission has not agreed and expressly declines to agree to any additional term. The Tenant possessed no unilateral right to renew or extend the Lease.

4. **Statute of frauds; no signed five-year whole-pier extension.** Independently, the additional term asserted by the Tenant would be a five-year lease subject to section 725.01, Florida Statutes, which requires the agreement, or a sufficient note or memorandum of it, to be in writing and signed by the party to be charged or by a person lawfully authorized to act for that party. The City has identified no writing signed by the City that reflects an agreement to an additional five-year term for the entire Merry Pier property. The proposed whole-pier extension attached to the Tenant's August 11, 2026 demand letter is an unsigned draft and was never executed by the City. The Mayor's subsequent execution of a separate Commission-authorized lease limited to one dock space, as part of a proposed settlement transaction, does not constitute execution or ratification of the alleged whole-pier extension.

5. **Separate one-dock-space settlement transaction; withdrawal.** On July 14, 2026, the City Commission authorized a materially different settlement transaction consisting of a settlement agreement and a new lease limited to a single dock space, rather than an extension of the Lease for the entire Merry Pier property. The Mayor signed those Commission-authorized documents on behalf of the City. That limited transaction did not renew, extend, approve, or ratify the Tenant's claimed five-year lease of the entire pier. By the action accompanying this Notice, the City withdraws and revokes its prior offer and authorization for that limited settlement transaction to the extent the transaction remains unaccepted or unconsummated, and withdraws any other outstanding unaccepted proposal concerning settlement, renewal, or extension.

6. **Termination of any holdover status.** Section 51 of the Original Lease provides that holding over after expiration or termination is construed as a tenancy from month to month. To the extent any month-to-month tenancy, holdover tenancy, tenancy at will, temporary permission,

accommodation, tolerance, license, consent, or other authority to remain in possession arose after February 1, 2026, every such tenancy, permission, license, consent, or authority is terminated effective at 11:59 p.m. on September 30, 2026.

7. **Demand for surrender.** The City demands that the Tenant and every person or entity claiming through the Tenant vacate and surrender complete, peaceful, and exclusive possession of the Premises to the City no later than 11:59 p.m. on September 30, 2026. By that deadline, the Tenant shall cease all operations; remove its personal property, inventory, equipment, signs, vessels, and debris; cause its subtenants, concessionaires, licensees, employees, and occupants to vacate; deliver all keys, access devices, codes, records, and City property; and leave the Premises in the condition required by the Lease, ordinary wear and casualty damage excepted only to the extent provided by the Lease.
8. **Subtenants and other occupants.** No sublease, concession, license, employment relationship, vendor arrangement, slip arrangement, or other agreement made by or through the Tenant creates any right to remain after the Tenant's right of possession ends. The Tenant shall promptly provide this Notice to every person or entity occupying, operating from, storing property at, or claiming any interest in the Premises through the Tenant.
9. **Turnover coordination.** The Tenant shall contact the City Manager's office promptly to arrange a joint inspection, inventory, transfer of keys and access devices, turnover of records concerning subtenants and slip users, and orderly surrender. Coordination of turnover does not extend the surrender deadline or create a new tenancy, license, or permission to occupy.
10. **Continuing charges and acceptance of payment.** Until actual surrender of possession, the City reserves the right to demand and recover all rent, use-and-occupancy charges, damages, revenues, accounting amounts, costs, and other sums due under the Lease or applicable law. The City's billing, receipt, or acceptance of any payment after service of this Notice shall be for use and occupancy or amounts otherwise due and shall not waive this Notice, reinstate the Lease, create a new tenancy, or constitute agreement to any renewal or extension unless the City Commission expressly approves a written agreement.
11. **Failure to surrender.** If the Premises are not timely surrendered, the City may commence an action for possession and seek declaratory, injunctive, monetary, equitable, and other relief, together with all recoverable costs and attorneys' fees, without further notice except as required by law. Nothing in this Notice authorizes or threatens self-help eviction; possession will be recovered only through voluntary surrender, abandonment as recognized by law, or lawful judicial process.
12. **Reservation of rights.** This Notice is given pursuant to Section 51 of the Original Lease, Sections 83.03(3), 83.04, and 83.20(1), Florida Statutes, Resolution No. 2026-25, and applicable law. Nothing in this Notice waives, releases, compromises, or limits any City claim, defense, remedy, accrued rent or use-and-occupancy claim, damages claim, right to an accounting, right to recover unauthorized revenues, right concerning personal property, or other right. The City recognizes only such month-to-month holdover tenancy, if any, as arose under the express holdover provision of the Lease and does not admit any additional fixed term, renewal, extension, license, or continuing possessory interest beyond the termination date stated above.

DATED this 19th day of August, 2026.

CITY OF ST. PETE BEACH, FLORIDA

Ralf Brookes, City Attorney
Authorized pursuant to Resolution No. 2026-25

COURTESY COPIES TO:

(i) Paul Punzone, Esq., Holland & Knight LLP, counsel for Tenant

(ii) Joseph Bobo, Esq., Holland & Knight LLP

(iii) Registered agent and last known mailing address of Merry Pier Partners, LLC

Agenda Preparation

The City currently publishes City Commission agendas on the Thursday preceding a Tuesday meeting. Agenda items are generally due 12 days before the meeting, providing staff with one week to complete the internal and legal review before publication.

Timeline	Internal Deadline/Process
Thursday – 12 days before meeting	Agenda items due
Thursday-Monday	Clerk's Office reviews, coordinates corrections and any missing materials
Monday-Wednesday	Legal and City Manager Review; final revisions if needed
Thursday – 5 days before meeting	Agenda and supporting materials published
Tuesday	Commission Meeting

Moving the publication deadline from Thursday to Tuesday would eliminate two working days from the City's existing agenda preparation and review process. To accommodate the earlier publication date, agenda item submission deadlines would also need to move earlier, likely to the Tuesday two weeks before each meeting.

One of the most significant impacts is that the agenda packet for the next meeting would need to be substantially finalized before the prior Commission meeting occurs. Staff would be preparing and finalizing the next agenda without knowing what action or direction the Commission may provide at the upcoming meeting.

For example, at the July 14 Commission meeting, the Commission continued three items to the July 28 meeting. Under the current schedule, the July 28 agenda is published on Thursday, July 23. This provides staff with the opportunity following the July 14 meeting to update those items, make any revisions based on Commission discussion or direction, complete the necessary internal review, and include them on the July 28 agenda. If the July 28 agenda were instead published on Tuesday, July 21, the packet would need to be in final review almost immediately following the July 14 meeting. In practice, the July 28 agenda would already need to be assembled and reviewed before the July 14 meeting had taken place.

This would significantly limit the City's ability to continue items from one meeting to the next consecutive meeting. While an item requiring no changes may occasionally be able to move forward, items requiring revised documents, additional staff analysis, legal review,

financial review, or other follow-up based on Commission direction generally need to be scheduled for a later meeting.

The earlier publication schedule would also create overlapping agenda cycles, with staff finalizing one Commission agenda while simultaneously preparing for and attending the preceding Commission meeting. This would affect not only the Clerk's Office, but also the City Manager's Office, City Attorney, and the departments responsible for preparing and reviewing agenda items.

The current Thursday publication schedule provides the Commission and the public with the agenda five days before a regular Tuesday meeting while maintaining the flexibility necessary to respond to Commission action and direction from the preceding meeting. Moving publication to Tuesday would require substantially earlier internal deadlines and would reduce the City's ability to move time-sensitive business efficiently from one Commission meeting to the next.