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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue

Wednesday, November 05, 2014

6:00 PM

Call to Order
Pledge of Allegiance
Invocation
Roll Call

REGULAR MEETING

- 1. Presentations** - Presentations shall be limited to 5 minutes for non-city government related items.
 - a. Report from Sheriff Gualtieri**
 - b. Pass-A-Grille Way Update**
- 2. Changes to the Agenda** - Any agenda items to be added, moved, or deleted will be addressed at this time. Added items will be assigned agenda item numbers and moved items should remain with the same item numbers. Notation will be made that those items will be taken out of order. Consent items may be removed for discussion, changes, and/or anticipation of a non-unanimous vote and considered separately on the request of anyone on the Commission or by a majority vote of the City Commission upon request of an audience member.
- 3. Audience Comments** - Comments shall be limited to 3 minutes per person to issues not on the agenda, 21 minutes in total.
- 4. Consent**
 - a. Approval of minutes of the October 9, 2014 Workshop Meeting and the October 14, 2014 Special Meeting.**
 - b. Authorization to approve special event application and street closure for the 18th Annual Pass-a-Grille**

Woman's Club Home Tour scheduled for February 28, 2015. Closures would be 15th & 16th Avenues and 22nd East of Pass-a-Grille Way from 8 am - 5:30 pm.

- c. Authorization for the City Manager to purchase flooring material for the Community Center for \$13,365.66 to The Carpet Store.**
- d. Acceptance of Historic Preservation Grant Award Agreement**

5. Action Items

- a. Authorization for the City Manager sign an amendment to the existing Interlocal Agreement between the City and the Pinellas County Sheriff's Office that will provide a school crossing guard in addition to law enforcement services already in effect.**
- b. Authorize the Interim City Manager to enter into a purchase agreement with Florida Sports Lighting, Inc. in the amount of \$146,500 for lighting improvements at Egan Park baseball fields.**

6. Ordinances

- a. Ordinance 2014-10, Final Reading and Public Hearing, Proposed City-Initiated Text Amendments to Division 2 (Definitions) and Division 6 (Supplemental Regulations) of the Land Development Code relating to Temporary Uses**

7. Resolutions – None for this agenda

8. Items for Discussion – None for this agenda

9. Audience Comments 2 - Comments shall be limited to 3 minutes per person to issues not on the agenda, 21 minutes in total.

10. City Clerk, City Manager, City Attorney and City Commission Reports

11. Adjournment

APPEAL

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

AMERICAN DISABILITIES ACT

In Accordance with the American's with Disabilities Act and F.S. 286.26, persons with disabilities needing special accommodations to participate in this meeting should contact City Hall at (727) 367-2735 no later than (4) days prior to the meeting for assistance.

The public is cordially invited to attend. All agenda material is available for review at City Hall.

CITY COMMISSION MEETING – WORKSHOP MEETING

MINUTES

OCTOBER 9, 2014

2:30 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PRESENT:

Maria Lowe, Mayor
Melinda Pletcher, Vice Mayor
Terri Finnerty, Commissioner
Rick Falkenstein, Commissioner
Gregory Premer, Commissioner

ALSO PRESENT:

Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk

1. City Manager Candidate Interviews

The City Commissioners interviewed the following candidates:

- a. Bret Bauer
- b. Robert Kellogg
- c. Pat Salerno
- d. Wayne Saunders
- e. Ann Toney-Deal

Rick Conner, Baenziger and Associates, followed up with recommendations on the ballot procedures for the selection of the city manager. A special meeting is scheduled for 4:00 p.m. on October 14, 2014 for the selection of a city manager.

2. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 4:35 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Maria Lowe, Mayor

Minutes approved on: _____

CITY COMMISSION MEETING – SPECIAL MEETING

MINUTES

OCTOBER 14, 2014

4:00 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENT:

Maria Lowe, Mayor
Melinda Pletcher, Vice Mayor
Terri Finnerty, Commissioner
Rick Falkenstein, Commissioner
Gregory Premer, Commissioner

ALSO PRESENT:

Elaine Edmunds, Interim City Manager
Andrew Dickman, City Attorney
Mary Jo Murphy, Deputy City Clerk

Mayor Lowe informed the Commission that Mr. Premer would arrive at approximately 4:45 p.m. City Attorney Dickman advised the board to recess until Commissioner Premer arrives.

At this time, the Commission recessed until 4:45 p.m.

1. Action Items

a. Selection of City Manager

City Attorney Dickman explained the voting process to the Commission. Mayor Lowe asked if there was any discussion needed amongst the Commissioners before voting. There were no comments from the Commissioners and the voting procedure took place at this time.

Mayor Lowe read the results to the Commission. There was not a five-vote consensus. Four Commissioners selected Candidate Wayne Saunders and one Commissioner selected Candidate Bret Bauer. Since there was not a five-Commissioner vote, there

was a discussion amongst the Commission about the candidates. Having a super majority of four, Mayor Lowe confirmed with Commissioner Premier that he would be comfortable working with Mr. Saunders and asked for any further discussion from the Commission. Commissioner Premier agreed and there were no further comments from the Commission.

- b. Authorization to enter into negotiations with the selected City Manager candidate.

Hearing no further discussion, Mayor Lowe asked City Attorney Dickman to enter into negotiations with Mr. Saunders for employment.

Mayor Lowe posed the question to City Attorney Dickman about the votes being retained. City Attorney Dickman stated the Clerk should retain the votes.

City Attorney Dickman stated that there needed to be a vote for Colin Baenziger and Associates to offer the position to the Commission's selected person and then a vote to have the City Attorney to begin negotiating the current contract with the future City Manager, Mr. Wayne Saunders. After negotiations with Mr. Saunders, City Attorney Dickman will return to the Commission to finalize the contract.

Mayor Lowe confirmed with Rick Conner of Colin Baenziger and Associates that the procedures taken thus far were correct and Mr. Conner agreed.

Vice Mayor Pletcher moved to have Colin Baenziger and Associates offer the position of City Manager for the City of St. Pete Beach to Wayne Saunders. The motion was seconded by Commissioner Finnerty.

Mayor Lowe called for audience comments.

There being no audience comments, Mayor Lowe called for the roll call vote.

The motion was unanimously approved by an individual roll call vote.

Mayor Lowe asked Vice Mayor Pletcher to read the next motion.

Vice Mayor Pletcher moved to have Andrew Dickman negotiate the contract for the new City Manager and bring to the City Commission to finalize. The motion was seconded by Commissioner Premier.

Mayor Lowe called for audience comments.

There being no audience comments, Mayor Lowe called for the roll call vote.

The motion was unanimously approved by an individual roll call vote.

Vice Mayor Pletcher mentioned researching and discussing the following items: salary grades compared to other cities, incentive packages, car allowance vs. city vehicle, insurance, and retirement.

Ms. Edmunds, Interim City Manager, advised the Commission that the package she sent the Commission was the total package cost for the City Manager position as budgeted and the new City Manager could pick and choose what's important in the package. City Attorney Dickman stated he will confer with Ms. Edmunds to review different packages.

Mayor Lowe informed City Attorney Dickman to notify the Commission when he is ready to have the Commission reconvene to finalize the City Manager contract.

Ms. Edmunds posed the question to the Commission if there was a requirement for the City Manager to live in the city. The Commission stated it was preferable.

Commissioner Premer commended and thanked Ms. Edmunds for her excellent work while performing the position of Interim City Manager.

Mayor Lowe asked about offering the new City Manager a car allowance versus using the city vehicle. Ms. Edmunds commented that the majority of city managers preferred having a car allowance.

Mayor Lowe encouraged having a timed contract versus an open-ended contract.

Mayor Lowe proposed three years and brought the topic up for discussion amongst the Commission. City Attorney Dickman advised the Commission that he will discuss this during negotiations with Mr. Saunders.

Commissioner Falkenstein suggested offering a cost of living allowance.

2. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 5:45 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Maria Lowe, Mayor

Minutes approved on: _____

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

Issue Considered: Authorization to approve special event application and street closure for the 18th Annual Pass-a-Grille Woman's Club Home Tour scheduled for February 28, 2015. Closures would be 15th & 16th Avenues and 22nd East of Pass-a-Grille Way from 8am-5:30pm.

Date: November 5, 2014

Prepared By: Jennifer McMahon, Recreation Director

Summary of Issue: The 18th Annual Home Tour is an event held each year in Pass-a-Grille by the Pass-a-Grille Woman's Club. It highlights at least 6 homes in the area for tours. They are requesting to close 15th and 16th avenues between Pass-a-Grille Way and Gulf Way and 22nd Ave east of Pass-a-Grille Way from 8ma-5:30pm.

Funding: N/A

Requested Motion: "I move to authorize the approval of 18th Annual Pass-a-Grille Woman's Club Home Tour event application and street closures for February 28, 2015."

Attachments: Event application and street closure maps

**Reviewed by
City Manager** EE



City of St. Pete Beach Recreation
Department
Event Application

Applicant

Name of Applicant: JUDY BRETT Title (if applicable): CHAIR, Home Tour Event

Name of Organization (if applicable): PASS-A-GRILLE WOMAN'S CLUB

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

Mailing Address: P.O. BOX 46763, St. Pete Beach, FL 33741

Cell Phone: 727-386-0954 Email: judybrett200@gmail.com

Event Information

Event Title: PASS-A-GRILLE WOMAN'S CLUB Home Tour Event/Organization Web Address: WWW.PAGWC.COM

Event Location(s): PASS-A-GRILLE, St. Pete Beach, FL 33706

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>2/28/2015</u>	<u>SATURDAY</u>	<u>10:00 AM</u>	<u>5:00 PM</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Set Up Date(s): EVENING of 02/27/2015 Time(s) 5:00 PM to 8:00 PM
Cleanup Date(s): 02/28/2015 Time(s) 5:00 PM to 8:00 PM

Description of Event: SEE ATTACHED COVER LETTER

Will this be an Annual Event? ☒ Yes ☐ No If yes, next year's date(s): Approximately 2/2016

Event Logistics

Estimated Attendance 800-900 800-900
(includes event crew, participants, and spectators) This Year Last Year (if Applicable)

List all event activities: SEE ATTACHED NARRATIVE

List all food and beverage vendors (Event Promoter is responsible for obtaining copies of all licenses and insurance forms from each vendor)

NO VENDORS - REFRESHMENTS BY WOMAN'S CLUB
VOLUNTEERS SERVED @ WOMAN'S CLUB HOUSE
ONLY - SEE COVER LETTER

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

List all other vendors (may need to provide copy of certificate of insurance) N/A

Event Equipment (include dimensions, seating, staging, tents, platforms, booths, scaffolding, truck, etc. on site map) TENTS, TABLES & CHAIRS @ PARKING LOTS. AND/OR HOUSES IN TOWN

All the above require a temporary structure permit. Cost for each is \$25.

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) N/A

List times of music and/or amplified sound (list PA systems, microphone, speakers, amps) N/A

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: _____

Please list any admission charges, donations, parking, registration or other fees and how much?
\$20/PERSON ADVANCE TICKETS. \$25/PERSON DAY of TOUR

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
15th Avenue	15th Ave / Passagrille Way	15th Ave / Gulf Way	02/28/2015	8:00AM - 5:30PM
16th Avenue	16th Ave / Passagrille Way	16th Ave / Gulf Way	02/28/2015	8:00AM - 5:30PM
22nd Ave	22nd (East) & Pagn	22nd (East) & Pagn	02/28/2015	8:00AM - 5:30PM

CONES & BARRICADES NEEDED - SEE COVER LETTER.

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.

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.

JUDY BRETT
Print Name

Judy Brett
Signature

Pass-A-Grille Woman's Club, Inc
Corporation Name (if applicable)

10-4-2014
Date

2014 FLORIDA NON PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N92000000045

Entity Name: PASS-A-GRILLE WOMAN'S CLUB, INC.**Current Principal Place of Business:**2201 PASS-A-GRILLE WAY
PASS-A-GRILLE BEACH, FL 33706**Current Mailing Address:**PO BOX 46763
PASS-A-GRILLE BEACH, FL 33741 US**FEI Number:** 59-0595593**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**MOORE, HELEN A
9357 BLIND PASS ROAD
APT 304
ST. PETE BEACH, FL 33706 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:** HELEN A. MOORE

01/19/2014

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRES
Name GARNER, MICHELE
Address 10208 4TH ST. E.
City-State-Zip: TREASURE ISLAND FL 33706

Title RSEC
Name MACLEAN, PATSY
Address 4981 BACOPA LANE SO
#701
City-State-Zip: ST PETERSBURG FL 33715

Title 2-VP
Name JETT, ELAINE
Address 7984 SAILBOAT KEY BLVD
APT 603
City-State-Zip: SO PASADENA FL 33707

Title TREA
Name MOORE, HELEN A
Address 9357 BLIND PASS ROAD
APT 304
City-State-Zip: ST. PETE BEACH FL 33706

Title 1-VP
Name VALLETT, LAURIE
Address 407 55TH AVENUE
City-State-Zip: ST. PETE BEACH FL 33706

Title CSEC
Name TORMENIA, ROSARIA
Address 3514 CASABLANCA AVE.
City-State-Zip: ST. PETE BEACH FL 33706

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: HELEN MOORE

TREAS.

01/19/2014

Electronic Signature of Signing Officer/Director Detail

Date

16th Ave

15th Ave

13





22nd Ave
E

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

Issue Considered: Authorization for the City Manager to purchase flooring material for the Community Center for \$13,365.66 from The Carpet Store.

Date: November 5, 2014

Prepared By: Jennifer McMahon, Recreation Director

Summary of Issue: The City Commission approved expenditures toward replacement of the flooring in the Community Center including the ballroom in FY2015 budget. Under our *Purchasing Manual* all purchases exceeding \$10,000 but less than \$25,000 must be approved by City Commission and placed on the consent agenda regardless if they have already been approved by City Commission during the budget process.

This year three (3) companies submitted written quotes:

- The Carpet Store @ \$2.34 SF
- The Flooring Market @ \$2.69 SF
- American Carpet Wholesalers @ \$2.59 SF

Funding: This is a budgeted item. Acct. # 001-6106-572-5649

Requested Motion: “I move to authorize the City Manager to purchase flooring for the Community Center from The Carpet Store in the amount \$13,365.66.”

Attachments: Pricing quotes

**Reviewed by
City Manager** EE

Boca Ceiga Ballroom

THE CARPET STORE

CARPET STORE INC.
2860 22ND AVE N
ST. PETERSBURG, FL 33713
Telephone: 727-321-9590 Fax: 727-323-2445

Page 1

CG311543

INVOICE

Sold To

Ship To

CITY OF ST.PETE BEACH
7701 BOCA CEIGA DR
ST.PETE BEACH, FL 33706

Order Date		Primary	PO Number	Order Number	
10/15/13				CG311543	
Inventory	Style/Item	Color/Description	Quantity Units	Price	Extension
0247V	AVIATOR	PORPELLER BROWN	3,999.10 SF	2.34	9,371.03

LABOR TO INSTALL LVT \$5890.00

Invoice total does not include labor charges.

*Upon completion of the installation
customer is to pay installer directly
in the amount of \$ _____*

10/06/14

2:45PM

Sales Representative(s):
DON FLETCHER

Material: 9,371.03
Service: 0.00
Misc. Charges: 0.00
Sales Tax: 655.97
Misc. Tax: 0.00

Before signing contract, please review the additional contract terms below.

Signature: _____

Installation Date: _____

Acceptance: _____

INVOICE TOTAL: \$10,027.00

Less Payment(s): 0.00

BALANCE DUE: \$10,027.00

Flooring material shall remain property of seller until paid in full. Customer assumes full responsibility for any damage to furniture or breakable items. All returns must be accompanied by a receipt. No returns will be accepted after 30 days of original purchase. No return on any special order product is permitted. All returns must be from a currently stocked dyelot. There will be a 25% restocking charge for all returns. No cancellation after merchandise is ordered per contract specifications. This contract does not include unforeseen floor preparation. The customer agrees to pay all reasonable attorney fees and cost associated with the enforcement of the provisions of this contract including those of collection, litigations, execution and appeal. All past due sums shall accrue interest at the rate of 1 1/4% per month (18% per year). Venue for all proceedings to enforce this contract shall be located in the county in which the Carpet Store from which you purchased the material is located. Installers of flooring material are independent contractors with their own liability insurance coverage and are not employees of the Carpet Store. All work performed will be warranted by the Carpet Store for a period of one year from the date of installation. Customer agrees to all specifications and terms on this contract by signature.

Raymond Room
(corner room)

THE CARPET STORE

CARPET STORE INC.
2860 22ND AVE N
ST. PETERSBURG, FL 33713
Telephone: 727-321-9590 Fax: 727-323-2445

Page 1

CG311544

INVOICE

Sold To

Ship To

CITY OF ST.PETE BEACH
7701 BOCA CEIGA DR
ST.PETE BEACH, FL 33706

Order Date

Primary

PO Number

Order Number

10/15/13

CG311544

Inventory	Style/Item	Color/Description	Quantity Units	Price	Extension
0247V	AVIATOR	PORPELLER BROWN	1,130.78 SF	2.34	2,646.03

LABOR TO INSTALL LVT \$1650.00

Invoice total does not include labor charges.

*Upon completion of the installation
customer is to pay installer directly
in the amount of \$ _____*

10/06/14

2:47PM

Sales Representative(s):

DON FLETCHER

Material: 2,646.03

Service: 0.00

Misc. Charges: 0.00

Sales Tax: 185.22

Misc. Tax: 0.00

INVOICE TOTAL: \$2,831.25

Less Payment(s): 0.00

BALANCE DUE: \$2,831.25

Before signing contract, please review the additional contract terms below.

Signature: _____

Installation Date: _____

Acceptance: _____

Flooring material shall remain property of seller until paid in full. Customer assumes full responsibility for any damage to furniture or breakable items. All returns must be accompanied by a receipt. No returns will be accepted after 30 days of original purchase. No return on any special order product is permitted. All returns must be from a currently stocked dyelot. There will be a 25% restocking charge for all returns. No cancellation after merchandise is ordered per contract specifications. This contract does not include unforeseen floor preparation. The customer agrees to pay all reasonable attorney fees and cost associated with the enforcement of the provisions of this contract including those of collection, litigations, execution and appeal. All past due sums shall accrue interest at the rate of 1 1/4% per month (18% per year). Venue for all proceedings to enforce this contract shall be located in the county in which the Carpet Store from which you purchased the material is located. Installers of flooring material are independent contractors with their own liability insurance coverage and are not employees of the Carpet Store. All work performed will be warranted by the Carpet Store for a period of one year from the date of installation. Customer agrees to all specifications and terms on this contract by signature.

2 small carpeted rooms

THE CARPET STORE

CARPET STORE INC.
2860 22ND AVE N
ST. PETERSBURG, FL 33713
Telephone: 727-321-9590 Fax: 727-323-2445

Page 1

CG311547

INVOICE

Sold To

Ship To

CITY OF ST.PETE BEACH
7701 BOCA CEIGA DR
ST.PETE BEACH, FL 33706

Order Date		Primary	PO Number		Order Number	
10/15/13					CG311547	
Inventory	Style/Item	Color/Description		Quantity Units	Price	Extension
4CR	ROLL BASE 4"	BROWN		400.00 FT	0.79	316.00
0247V	AVIATOR	PROPELLER BROWN		441.28 SF	2.34	1,032.60

LABOR TO INSTALL LVT \$772.00
LABOR TO INSTALL COVEBASE \$200.00
LABOR TO REMOVE CARPET \$100.00

*Invoice total does not include labor charges.
Upon completion of the installation
customer is to pay installer directly
in the amount of \$ _____*

10/06/14

2:53PM

Sales Representative(s):
DON FLETCHER

Material: 1,348.60
Service: 0.00
Misc. Charges: 0.00
Sales Tax: 94.40
Misc. Tax: 0.00

Before signing contract, please review the additional contract terms below.

Signature: _____

Installation Date: _____

Acceptance: _____

INVOICE TOTAL: \$1,443.00

Less Payment(s): 0.00

BALANCE DUE: \$1,443.00

Flooring material shall remain property of seller until paid in full. Customer assumes full responsibility for any damage to furniture or breakable items. All returns must be accompanied by a receipt. No returns will be accepted after 30 days of original purchase. No return on any special order product is permitted. All returns must be from a currently stocked dyelot. There will be a 25% restocking charge for all returns. No cancellation after merchandise is ordered per contract specifications. This contract does not include unforeseen floor preparation. The customer agrees to pay all reasonable attorney fees and cost associated with the enforcement of the provisions of this contract including those of collection, litigations, execution and appeal. All past due sums shall accrue interest at the rate of 1 1/2% per month (18% per year). Venue for all proceedings to enforce this contract shall be located in the county in which the Carpet Store from which you purchased the material is located. Installers of flooring material are independent contractors with their own liability insurance coverage and are not employees of the Carpet Store. All work performed will be warranted by the Carpet Store for a period of one year from the date of installation. Customer agrees to all specifications and terms on this contract by signature.

2nd
quote

Jennifer McMahon

From: tony@flooringmarket.com
Sent: Monday, October 20, 2014 5:50 PM
To: Jennifer McMahon
Subject: Flooring Market Quote

Jennifer,

Quote #:TC1020

Thank you for contacting Flooring Market. We appreciate the opportunity to quote your flooring project. The following is your quote information; please call 1-877-357-9663 to place an order.

PRODUCT: Shaw Luxury Vinyl – Aviator - Kittyhawk

SALE PRICE: \$2.69 sq ft

SHIPPING: FREE

SALES TAX: NONE (except IL shipments – add 7%)

Factory Authorized Dealer: All products are 1st quality with the full manufacturer's warranty.

A+ Better Business Bureau rating: [Read our report](#)

Best Regards,

Tony Cruz
Flooring Market | Flooring Distributors of America | Charnock Flooring
Sales Associate, C&S Flooring Group
220 4th Ave. Rochelle, IL 61068 USA
tel 877.357.9663 fax 815.562.6437

----- Original Message -----

Subject: Form(Price Quote Form) has been posted
From: "Flooring Market Inc" <info@flooringmarket.com>
Date: Mon, October 20, 2014 2:53 pm
To: "Flooring Market Inc" <info@flooringmarket.com>

http://www.flooringmarket.com/x_formview.aspx?formid=1306343474

GET A PRICE

First Name

First Name *
Jennifer

State	State * Florida
Zip Code	Zip Code * 33706
Email	Email * <u>rddirector@stpetebeach.org</u>
Phone	Phone
Manufacturer	Manufacturer * Aviator
Product Style	Product Style & Color (Please be as specific as possible) * Kittyhawk
Quantity	Quantity * 3,999 square feet
Is the quantity	Is the quantity * Square Feet (200 sq.ft. Minimum)
How soon will you	How soon will you be placing an order? * just inquiring
Do you need	Please add other items or comments here

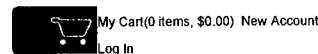
3rd Quote



Questions? Call Us, We've Got Answers

866-929-0525

M-F 8:30A - 7:00P or Sat 9:00 - 4:00P



Search

g+1 154

Like 638

Tweet

HOME CARPET CARPET TILE VINYL PLANK & TILE LAMINATE BAMBOO & CORK HARDWOOD VINYL FLOORS RUGS CLEANERS CLEARANCE

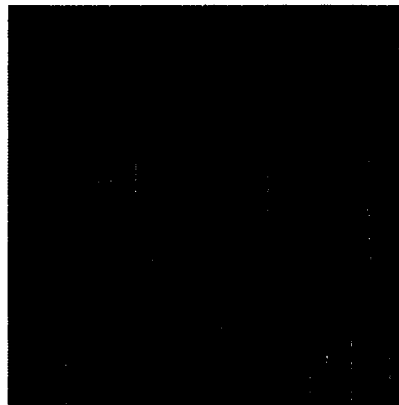
Shaw Luxury Vinyl
Shop by Style

Shaw Array

View All Brands

Shaw Luxury Vinyl : Shaw Array : Aviator Plank

00678 Kittyhawk



Like 0

Tweet 0

Click Shades

Below For Larger View



Item #	272494
Product	Aviator Plank
Manufacturer	SHAW
SKU	SWLVT-0247V-00678
Color/Pattern#	00678
Color Name/Item	Kittyhawk
Thickness	3mm
Width	5.90 Inches
Length	48 Inches
Install Type	VersaLock Floating Installation
Sq Ft Per Carton	27.58
Surface Type	Polyurethane Finish
	Wear Layer: 6 mil
Construction	Vinyl/Composition
Warranty	15 Year Wear Warranty
	5 Year Light Commercial Warranty
Special Discount	FREE SHIPPING to Continental US - Minimum for Free Shipping 10 Cartons
Condition	New
Our Price	\$ 2.59/sf
* Inventory	\$ 2.39/sf
Clearance	
*	Price Effective While Supply Lasts
Qty in Stock	606.76 Sq Ft 22 Cartons
Usually Ships	SAME OR NEXT BUS DAY

14 Pieces Per Carton

Screen colors may vary from actual product due to differences in equipment. Refer to physical samples before ordering.

Product **FREE** Sample

Order Online or Call Toll Free 866-929-0525

Sq Ft Needed	Carton Size (sq ft)	# of Carton	Total Price	
	27.58			Place Item in Cart

Ordering Online

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American Carpet Wholesalers is rated

2830 Customer Reviews

Experience with American Carpet was good. Order was shipped earlier than expected.

10/24/2014 | by



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

Issue Considered: Acceptance of Historic Preservation Grant Award Agreement

Date: November 5, 2014

Prepared By: Chelsey Welden, Urban Planner, Community Development

Through: Dan Graves, Interim Community Development Director

Summary of Issue: The City was awarded a grant in the amount of \$41,050 by the Florida Department of State, Division of Historical Resources to perform a historic resources survey of the Pass-a-Grille National Register Historic District. The first survey was performed in 1989 when the historic district was established, and another survey was performed in 2003 which expanded the district. This survey would update those records. There is no match required by the City for this grant—Certified Local Governments (those who have a historic preservation ordinance) are exempt from this requirement. Acceptance of the terms in the Award Agreement is necessary in order to receive the grant. City staff will then send out a Request for Proposals, the Historic Board will review them, and they will make their recommendation to the Commission in December.

Requested Motion: “I move to approve the Award Agreement for State Historic Preservation Grant Number F1403.”

Attachments: Grant Award Agreement.

Reviewed by Interim City Manager:

EE

**AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
CITY OF ST. PETE BEACH**

This Agreement is by and between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the "Division," and the City of St. Pete Beach hereinafter referred to as the "Grantee."

The Grantee has been awarded a Historic Preservation Small-Matching Grant (CSFA 45.031) by the Division, grant number F1403 for the project "Pass-a-Grille Historic Resources Survey," in the amount of \$41,050. Funding for this grant is provided by the annual Historic Preservation Fund Grant (CFDA 15.904) awarded to the Division by the Department of the Interior, National Park Service. The Division has the authority to administer this grant in accordance with Section 267.0617, *Florida Statutes*.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Grant Purpose. This grant shall be used exclusively for the "Pass-a-Grille Historic Resources Survey," the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work**:

The survey project includes a survey and inventory of historical sites, structures, and resources in the Pass-a-Grille Historic District. This entails a review of resources already recorded in the Florida Master Site File (FMSF), a review of sites and structures not currently listed in the FMSF, a presentation of findings at a public Historic Preservation Commission Meeting, and a survey report. All tasks associated with the project, as outlined in the Project Description (See Attachment A), will be completed by June 30, 2015.

b) The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

Payment 1, Deliverable/Task 1:

- Payment 1 will be cost reimbursement. Provide at least four (4) sample FMSF forms in hardcopy and electronic copy to the Division.

Payment 2, Deliverable/ Task 2:

- Payment 2 will be cost reimbursement. Provide a hard copy of the draft survey report, including all sample FMSF forms, photographs, and maps. Survey must conform to Chapter 1A-46 *Florida Administrative Code*.

Payment 3, Deliverable/ Task 3:

- Payment 3 will be cost reimbursement. Provide two (2) copies of the final survey report, including FMSF forms, photographs, and maps to the Division as final products. At least one copy of the report and all associated documents must be

submitted as hard copy. At least one copy of the FMSF forms and documentation must be submitted as digital documents on Compact Disc-Recordable (CD-R) or similar device. Survey must conform to Chapter 1A-46 *Florida Administrative Code*. Provide minutes from the presentation on findings.

- c) The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables for fiscal year 2014-2015. The Budget provides details of how grant funds will be spent (which is incorporated as part of this Agreement and entitled Attachment B). All expenditures for this agreement shall be in accordance with this budget (Attachment B).
2. **Length of Agreement.** This Agreement shall begin on **July 1, 2014**, and shall end **June 30, 2015**, unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement.
3. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Historical Resources:

Robyn Bertram
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399
Phone: 850.245.6333
Email: robyn.bertram@dos.myflorida.com

For the Grantee:

Contact: Chelsey Welden
Address: 115 Corey Ave., St. Pete Beach, FL 33706
Phone: 727.363.9266
Email: cwelden@stpetebeach.org

4. **Grant Payments.** All grant payments are requested by submitting a Grants Funds Expenditure Log (See Section 7). The total grant award shall not exceed \$41,050 which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. The grant payment schedule is outlined below:
 - a) The first payment will be cost reimbursement. Payment will be made in accordance with

the completion of Deliverable 1 and submission of the Grant Funds Expenditure Log.

- b) The second payment will be cost reimbursement. Payment will be made in accordance with the completion of Deliverable 2 and submission of the Grant Funds Expenditure Log.
 - c) The third payment will be cost reimbursement. Payment will be made in accordance with the completion of the Deliverable 3 and submission of the final Grant Funds Expenditure Log.
5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf. This page also includes tools and information that allow you to check on payments.
6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit flvendor.myfloridacfo.com/. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted with the executed Agreement.**
7. **Grant Funds Expenditure Log.** The Grantee must submit the Grant Funds Expenditure Log prior to the release of any subsequent payments. Each log must list all grant expenditures, including check numbers, payees, dates of payment, check amounts, and date of Deliverables that support the satisfactory completion of services for each payment. The Grant Funds Expenditure Log details how grant funds were spent to achieve the deliverable(s) during the previous payment period. The Grant Funds Expenditure Log form is available on the Division's website at www.flheritage.com/grants/categories/smallmatching.cfm.
8. **Amendment to Contract.** Either party may request modification of the provisions of this Agreement by filing a Contract Details Amendment Request form with the Division. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement. If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement. The Contract Details Amendment Request form is available on the Division's website www.flheritage.com/grants/categories/smallmatching.cfm.
9. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.

- a) First payment will be withheld for failure to submit a Grant Funds Expenditure Log supporting the satisfactory completion of services as identified in the approved Scope of Work and Deliverable 1.
- b) Second payment will be withheld for failure to submit a Grant Funds Expenditure Log supporting the satisfactory completion of services as identified in the approved Scope of Work and Deliverable 2.
- c) Third payment will be withheld for failure to submit a final Grant Funds Expenditure Log supporting the satisfactory completion of services as identified in the approved Scope of Work and Deliverable 3.

The Division shall reduce total grant funding for the Project in direct proportion to match contributions not met by the end of the Grant Period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Historic Grant Award Agreement and multiplying the product by the grant award amount indicated in the Historic Grant Award Agreement. Pursuant to Section 19, Grantee shall refund to the Division any excess funds paid out prior to a reduction of total grant funding.

10. Survey and Planning Projects.

- a) The Grantee shall submit survey and planning projects, including specifications, to the Department for review and approval prior to the execution of any contracts.
- b) For historical structure and archaeological survey projects, the Grantee shall follow the historic structure and archaeological survey guidelines as outlined in the documents found online at www.flheritage.com/grants/categories/smallmatching.cfm.

11. Credit Line(s) to Acknowledge Grant Funding. Pursuant to Section 286.25, Florida Statutes, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:

- a) “This project is sponsored in part by the Department of State, Division of Historical Resources, and the State of Florida.”
- b) Certified Local Government projects shall include an acknowledgment of National Park Service support in connection with the publication or dissemination of any printed, audio-visual, or electronic material based on, or developed under, any activity supported by Historic Preservation Fund grant funds. This acknowledgment shall be in the form of the following statements:
 - 1. The activity that is the subject of this **survey project** has been financed **in part** with Federal funds from the National Park Service, U.S. Department of the Interior. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior. (Note that only relevant portions of the required statement need to be applied, and should be used as appropriate depending on the content of the publication; e.g., if there are no commercial products, then that part of the statement can be omitted.)

2. Nondiscrimination Statement. Publications and audio-visual materials must also include the following nondiscrimination statement:

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability, or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

Office of Equal Opportunity
National Park Service
1849 C Street, N.W.
Washington, D.C. 20240

- 12. Encumbrance of Funds.** The Grantee shall execute a binding contract for at least a part of the approved Scope of Work by **December 15, 2014**. All grant funds must be encumbered under the terms of a binding contractual agreement by **February 28, 2015**, except as allowed below.

- a) **Extension of Encumbrance Deadline:** The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that full encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above. The maximum extension of the encumbrance period shall be thirty (30) days.
- b) **Encumbrance Deadline Exception:** For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

- 13. Grant Reporting Requirements.** The Grantee must submit the following reports to the Division. The Project Progress Report shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. The Project Progress Report form is available on the Division's website at www.flheritage.com/grants/categories/smallmatching.cfm.

- a) **First Project Progress Report** is due by January 31, 2015, for the period ending December 31, 2014.
- b) **Second Project Progress Report** is due by April 30, 2015, for the period ending March 31, 2015.
- c) **Final Report.** The Grantee must submit a Final Report to the Division by June 30, 2015.

- 14. Matching Funds.** The grantee is required to provide a matching share equal to the grant award; a minimum of 25% of this match must be cash. The remaining match may include in-kind services, volunteer labor, donated materials, and additional cash. Both award and match must be expended within the one-year grant period. Applicants for projects located in Rural Economic Development Initiative (REDI) counties or communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*, may request a waiver for the match amount. Additionally, Certified Local Government (CLG) projects, Main Street Start-Up Projects and Special Statewide Solicitation Projects do not require a match.
- 15. Grant Completion Deadline.** The grant completion deadline is **June 30, 2015**. The Grant Completion Deadline is the date when all grant and matching funds have been paid out in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, the extension may not exceed thirty (30) days, unless the Grantee can demonstrate extenuating circumstances as described in Section 16 of this Agreement.
- 16. Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the grant period and may not exceed thirty (30) days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the project such as a natural disaster, death or serious illness of the individual responsible for the completion of the project, litigation related to the project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Prior written approval is required for extensions.
- 17. Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures, which are incorporated by reference and are available online at www.myfloridacfo.com/aadir/reference_guide/. In addition, the following are not allowed as grant or matching expenditures:
- a) Expenditures for work not included in the Approved Scope of Work;
 - b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Historic Preservation Grant Award Agreement;
 - c) Expenses incurred or obligated prior to or after the grant period;
 - d) Expenditures for work not consistent with the applicable preservation standards (see subsection 1A-39.002(31), F.A.C.);
 - e) Expenditures for Furniture and Equipment, unless specifically authorized as a part of a grant project;
 - f) Expenses associated with lobbying or attempting to influence federal, state, or local legislation, the judicial branch, or any state agency;
 - g) Private entertainment, food, beverages, plaques, awards, or gifts;

- h) Costs or value of donations or in-kind contributions not documented in accordance with the provisions of the Historic Preservation Grant Award Agreement;
- i) Indirect costs, except indirect costs for Statewide Special Projects and grants providing technical assistance to the statewide Florida Main Street Program, which shall be considered on a case-by-case basis but shall not exceed 20% of the grant award amount;
- j) Project Administrative Expenditures, whether grant expenditures or match contributions, which in aggregate exceed 10% of the grant award amount;
- k) Costs for projects having as their primary purpose the fulfillment of federal or state historic preservation regulatory requirements, specifically, costs of consultation and mitigation measures required under Section 106 of the *National Historic Preservation Act of 1966*, as amended through 2006, or under Section 267.031, F.S.;
- l) Projects which are restricted to private or exclusive participation, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, handicap, or marital status;
- m) Grantee operational support (i.e., organization salaries, travel, supplies) (Note: project-specific travel costs shall be allowed if requested in the application, included in the Project Budget and clearly demonstrated by the applicant to be essential to completion of the proposed project);
- n) Vehicular circulation and parking (Exception: provision of code-required handicapped parking pad);
- o) Sidewalks, landscape features, planting, irrigation systems and site lighting (Exception: sidewalk required to link code-required handicapped parking pad to the accessible entry, planting required to halt erosion, and limited site lighting required for security, if included in the Approved Scope of Work);
- p) Capital improvements to non-historic properties (except as approved for Museum Exhibit projects);
- q) Capital improvements to the interior of religious properties (Exception: repairs to primary elements of the structural system. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, and window and exterior door repairs);
- r) Code-required accessibility improvements for religious properties;
- s) Insurance costs (Exception: costs for builder's risk, workers compensation and contractor's liability insurance); and
- t) Purchase of equipment (other than equipment incorporated as capital improvements into a historic building during restoration or rehabilitation, and equipment required for a museum exhibit). If special equipment is required for completion of the Project and said equipment is included in the Approved Scope of Work for the Project as an eligible grant expense, it shall be rented for the grant term. If the value of special equipment is to be used as a match contribution, the value of the match contribution shall be limited to the cost of rental for the grant period at the market rate for such rental in the region.

18. Unobligated and Unearned Funds and Allowable Costs. In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement

period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.

- 19. Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of the “Department of State” and mailed directly to the following address: Florida Department of State, Attention: Robyn Bertram, Division of Historical Resources, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
- 20. Single Audit Act.** Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment C for additional information regarding this requirement.
- 21. Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.
- 22. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
- 23. Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 24. Noncompliance with Grant Requirements.** Any applicant that has not submitted required reports or satisfied other administrative requirements for other Division of Historical Resources grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. (OCHIP) Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information Services.) Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any OCHIP grant may be released.
- 25. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
 1. The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;

2. Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.
3. An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
4. The name of the account(s) must include the grant award number;
5. The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
6. Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

26. Availability of State Funds. The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the United States Congress from the Historic Preservation Fund. In the event that the federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a federal revenue shortfall, the total grant may be reduced accordingly.

27. Independent Contractor Status of Grantee. The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

28. Grantee's Subcontractors. The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be an agents, servants, joint venturers, or partners of the Division.

29. Liability. The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.

- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
- b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
- c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
- d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

30. Strict Compliance with Laws. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law.

31. No Discrimination. The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

32. Breach of Agreement. The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.

33. Termination of Agreement. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with

this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.

- 34. Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- 35. Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.
- 36. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.
- 37. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
- 38. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Historical Resources.
- 39. No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 40. Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

41. Americans with Disabilities Act. All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990.

42. Governing Law. This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

43. Entire Agreement. The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Project Description (Attachment A)
- c) Estimated Project Budget (Attachment B)
- d) Single Audit Act Requirements and Exhibit I (Attachment C)

In acknowledgment of Grant Number F1403 provided for from funds appropriated in the FY 2014-2015 General Appropriation Act in the amount of \$41,050, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:
By: _____
Robert F. Bendus, Division Director

Grantee:
By: _____
Authorizing Official for the Grantee*

Typed name and title

Typed name and title

Witness

Witness

Date

Date

***If the authorizing official signing above on behalf of the grantee organization is not the chief executive officer or equivalent, then another authorized official must sign below.**

On behalf of the governing body of the Grantee organization, I hereby acknowledge awareness of, and agree to comply with all of the requirements of this Grant Agreement.

Signature

Typed name and title

Witness

Date

ATTACHMENT A

Project Description

(The project description below was provided by the Grantee and approved by the Division after notification of award.)

This project is to update an earlier survey done of the city in 2003. The project will involve three phases: A scoping phase which will identify the time frame, cost, and other details about the work to be performed; an implementation phase where the work of surveying the district will actually occur; and a reporting phase where the consultant explains the findings. The last phase will come in the form of a written report, pictures and descriptions of each property surveyed, an overview of the district's historical significance, and a synopsis of the major architectural features of the district. Next, the consultant will prepare a presentation of the findings which will be shown at a public Historic Preservation Commission meeting. Finally, the consultant will take the necessary steps to update the Florida Master Site Files with the State Historic Preservation Office.

After obtaining three estimates from local consultants, the cost of the work to be performed is estimated at \$50,000. This is based on \$100 per structure (at 530 structures), plus the cost of completing all of the other items identified in the scope. The project has received three pledges from residents to provide in-kind services as long as the consultant thinks such contributions will be beneficial to the project. The first draft of grant products are due April 30, 2015.

ATTACHMENT B

Estimated Project Budget

Budget Item Number	Description	Grant Funds	Cash Match	In-Kind Match	Total
1	Survey of Historic District	\$39,050	\$0	\$15,150	\$54,200
2	Update of Florida Master Site Files	\$1,000	\$0	\$500	\$1,500
3	Report & Presentation on Findings	\$1,000	\$1,500	\$0	\$2,500
	TOTAL	\$41,050	\$1,500	\$15,650	\$58,200

ATTACHMENT C

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 2 Subpart F -- Audit Requirements, and Section 215.97, *Florida Statutes*, monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR 2 §200.328, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization that has received federal funds awarded through the Department of State. EXHIBIT 1 to this attachment indicates whether federal resources have been awarded through the Department of State by this agreement.

2 CFR 2 §200.501 Audit Requirements

(a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with 2 CFR §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the

auditee may elect to have a program-specific audit conducted in accordance with 2 CFR §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Subrecipients and Contractors.* An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Subrecipient and contractor determinations should be considered in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit subrecipient.* Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

The Internet web address listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office
www.ecfr.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(l), *Florida Statutes* and had received state funds awarded by the Department of State. EXHIBIT 1 to this attachment indicates whether state resources have been awarded by the Department of State by this agreement.

Section 215.97 *Florida Statutes* Single Audit Requirements

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, *Florida Statutes*; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
www.fldfs.com/

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act) www.leg.state.fl.us/

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 2 §200.512, and required by PART I of this agreement shall be submitted, when required by 2 CFR 2 §200.512, by or on behalf of the recipient directly to each of the following:

- A. The Department of State at the following address:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250

- B. The Federal Audit Clearinghouse electronically at harvester.census.gov/sac/ as designated in 2 CFR 2 §200.512

- C. Other Federal agencies and pass-through entities in accordance with 2 CFR 2 §200.513

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance 2 CFR 2 §200.501 Audit Requirements, is not required to be submitted to the Department of State for the reasons pursuant to 2 CFR 2 §200.501, the recipient shall submit the required written notification pursuant to 2 CFR 2 §200.501 (d) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to the following:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250

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

- A. The Department of State at the following address:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250

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

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR 2 Subpart F—Audit Requirements, Section 215.97, *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 2 Subpart F or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

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

EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

\$41,050

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

As contained in OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not Applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Florida Department of State Historic Preservation Small-Matching Grant, CSDA Number 15.904
Award Amount: Not Applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not Applicable.

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

Issue Considered: Authorization for the City Manager sign an amendment to the existing Interlocal Agreement between the City and the Pinellas County Sheriff's Office that will provide a school crossing guard in addition to law enforcement services already in effect.

Date: November 5, 2014

Prepared By: Dan O'Connor, Administrative Services Supervisor

Through: Elaine Edmunds, Interim City Manager

Summary of Issue: Since the re-opening of Gulf Beaches Elementary on August 18, 2014 Pinellas County Sheriff's Office staff have monitored the traffic signal on Blind Pass Road near the school where students consistently cross. The Sheriff's Office staff have determined that placement of a crossing guard is warranted.

This is a request to authorize the interim City Manager to sign an amendment to the existing Interlocal Agreement between the City and the Pinellas County Sheriff's Office. This amendment will provide a school crossing guard in addition to law enforcement services already in effect adding an additional \$8,231.00 to the existing FY15 contract.

Funding: Account # .001.5701.521.5310 has an additional \$60,000 budgeted for additional deputies as needed.

Requested Motion: "I move the interim City Manager be authorized to sign an amendment to the existing Interlocal Agreement between the City and the Pinellas County Sheriff's Office that will provide a school crossing guard in addition to law enforcement services already in effect adding \$8,231.00 to the existing FY15 contract."

Attachments: Pinellas County Sheriff's Office / City of St. Pete Beach Interlocal Agreement Amendment 1
Contract Costs Worksheet

Reviewed By:
Interim
City Manager: EE

AMENDMENT 1 TO INTERLOCAL AGREEMENT

THIS is an amendment to the INTERLOCAL AGREEMENT entered into by and between the CITY OF ST. PETE BEACH, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as "CITY"; and BOB GUALTIERI, as Sheriff of Pinellas County, Florida, hereinafter referred to as "SHERIFF", effective October 1, 2014.

It is the intent of the parties herein to amend the above-describe Interlocal Agreement with all terms and conditions of said Agreement remaining the same except as provided herein below:

1. Page 3, Paragraph 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. This service also includes one (1) deputy position titled as Community Policing Deputy to provide community-oriented policing and one (1) deputy position titled as Community Policing Deputy/Codes Enforcement to provide codes enforcement services. 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. Additional deputies can be added at any time by mutual agreement, and the City may choose to utilize secondary employment deputies to supplement the personnel provided in Attachment 1 as special circumstances or situations might temporarily warrant. Said use of secondary employment deputies shall be in accordance with Sheriff's Office policy and procedures, with the charges per hour provided in Attachment 2.

In addition to the law enforcement services detailed above, the SHERIFF also agrees to provide one school crossing guard. The hours of service of the school crossing guard shall be determined by the SHERIFF based on the hours of operation of the school served.

2. Page 5, Paragraph 19, 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 TWO MILLION TWO HUNDRED TWENTY-TWO THOUSAND SEVEN HUNDRED SEVENTY DOLLARS AND ELEVEN CENTS (\$2,222,770.11). Payment shall be made in twelve monthly installments as follows: ONE HUNDRED EIGHTY-FOUR THOUSAND FIVE HUNDRED FORTY-FOUR DOLLARS AND NINETY-THREE CENTS (\$184,544.93) for the month of October 2014, ONE HUNDRED EIGHTY-FIVE THOUSAND TWO HUNDRED NINETY-THREE DOLLARS AND TWENTY CENTS (\$185,293.20) for the months November 2014 through August 2015, and ONE HUNDRED EIGHTY-FIVE THOUSAND TWO HUNDRED NINETY-THREE DOLLARS AND EIGHTEEN CENTS (\$185,293.18) for the month of September. Payment shall be made on the first day of each month

beginning on October 1, 2014, and each month thereafter. (See Attachment 1, Contract Worksheet.)

Except as provided above, the terms and conditions of the Agreement with the effective date of October 1, 2014, shall continue through September 30, 2015.

IN WITNESS WHEREOF the parties to this Agreement have caused the same to be signed by their duly authorized representatives this _____ day of _____ 2014.

ATTEST:

CITY OF ST. PETE BEACH, FLORIDA

City Clerk

City Manager

APPROVED AS TO FORM

City Attorney

SHERIFF, PINELLAS COUNTY, FLORIDA

Bob Gualtieri, Sheriff

City of St. Pete Beach
Cost of Law Enforcement Services
Worksheet - FY 15

A. Cost per Deputy \$ 82,604.46

B. Deputies by Post

Number		Relief Factor		Deputy	
8	x	1.68	x	\$ 82,604.46	\$ 1,110,203.94

C. Deputies – Special Enforcement (CPD)

Number		Relief Factor		Deputy		
1	x	1	x	\$ 82,604.46	Community Policing Dep/Law Enf	\$ 82,604.46
1	x	1	x	\$ 82,604.46	Community Policing Dep/Codes	\$ 82,604.46

D. Sergeants

Number		Relief Factor		Sergeant	
3	x	1.68	x	\$ 107,973.53	\$ 544,186.59

E. Additional Support Positions

Number		Factor		Salary	Position	
1	x	1	x	\$ 82,604.46	Detective	\$ 82,604.46
1	x	1	x	\$ 60,515.89	Public Safety Telecommunicator	\$ 60,515.89
1	x	1	x	\$ 6,871.29	School Crossing Guard	\$ 6,871.29 \$ 149,991.64

F. Vehicle Cost

Number		# Miles		\$ per mile	Days per Yr		
8	x	45	x	0.7658	365	patrol deputy	\$ 100,626.12
3	x	20	x	0.7658	365	sergeant	\$ 16,771.02
2	x	20	x	0.7658	260	spec enforcement dep	\$ 7,964.32
1	x	20	x	0.7658	260	detective	\$ 3,982.16 \$ 129,343.62

G. Supervision

Number supv'd		Factor		Cost	Position	
5	x	3.74%	x	\$ 123,509.35	Lieutenant	\$ 23,090.07
1	/	8.00	x	\$ 107,973.53	Det Sgt	\$ 13,496.69
1	/	7.00	x	\$ 87,823.46	Comm Ctr Supv	\$ 12,546.21
1	/	12.00	x	\$ 16,316.49	SCG Supv	\$ 1,359.71 \$ 50,492.68

H. Equipment

Number		Positions		Equip Cost	
14	/	1229	x	\$ 891,412.00	\$ 10,154.41

I. Allocated Indirect Cost (AIC)

Number		Positions		AIC-CD	
14	/	1229	x	\$ 5,547,031.00	\$ 63,188.31

J. Supervision, Equipment and AIC subtotal

\$ 123,835.40

K. TOTAL

Revised Yearly \$ 2,222,770.11

Increase/decrease from prior year-percentage

\$ 2,222,770.11 / \$ 2,159,711.41 2.92%

Increase/decrease from prior year-amount

\$ 63,058.70

Addition of School Crossing Guard	cost before addt of SCG	\$ 2,214,539.11
	addtl cost for SCG	\$ 8,231.00
	cost per month/11 months	\$ 748.27
	revised cost/Nov through August	\$ 185,293.20
	revised cost/September	\$ 185,293.18

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

Issue Considered: Authorize the City Manager to enter into a purchase agreement with Florida Sports Lighting, Inc. in the amount of \$146,500 for lighting improvements at Egan Park baseball fields.

Date: November 5, 2014

Prepared By: Ian Wade, Project Manager

Through: Steven J. Hallock, Public Services Director

Summary of Issue: The current lighting system in place for the Egan Park baseball fields has reached the end of its usable service life. The fixtures are obsolete and the underground wiring, which was originally installed without protective conduit, has deteriorated severely, resulting in numerous outages and other service problems.

As a result, the City of St. Pete Beach has elected to piggyback on the existing contract (Proposal #13-P-437) that the City of Largo has with Florida Sports Lighting, Inc. to install a new field lighting system, including poles, fixtures, wiring, and controls. Although the City of Largo completed the bid solicitation process and determined Florida Sports Lighting, Inc. to be the lowest qualified bidder, the City of St. Pete Beach did receive three (3) bids for this project. These bids were:

- Musco Lighting: \$269,600
- Graybar: \$161,000
- Florida Sports Lighting, Inc.: \$146,500

It should be noted that not only was the bid from Florida Sports Lighting, Inc. the lowest, but their scope also includes lighting of the adjacent tennis courts as well, which was not included in the proposed scopes from Musco Lighting or Graybar.

The original project scope included replacing the netting as well. However, once actual cost estimates were received we had to cut this from the project to stay within budget.

Funding: FY2014 Capital Improvement Plan - \$150,000 budgeted. This project was budgeted in FY2014 so a budget adjustment will be necessary to bring the funds forward to FY2015.

Requested Motion: "I move to authorize the City Manager to enter into a purchase agreement with Florida Sports Lighting, Inc. in the amount of \$146,500 for lighting improvements at Egan Park baseball fields."

Attachments: Florida Sports Lighting, Inc. Quote
Purchase Agreement

**Reviewed by
City Manager:**

EE

Date: Aug 12, 2014

Quote: FSLI14-53355-1

Quote
Page 1/1

Project EGAN FIELD
Location
Quote FSLI14-53355-1

Florida Sports Ltd., Inc.
2533 Permit Place
New Port Richey FL 34655
Phone: (727) 733-7000
Fax: (727) 733-4008
From: Roger Pereira
Quoter Ph: (727) 733-7000
email: roger@wflinc.com

To: CITY OF ST PETE BEACH .
Miscellaneous-Tampa
2533 Permit Place
New Port Richey FL 34655
Email: J.KRETZER@STPETEBEACH.OR

For
Bid Date Aug 12, 2014
Expires Sep 11, 2014

QTY	Type	MFG	Part	Price	UQ
9		FSLI	70' O.A CONCRETE POLE		
2		FSLI	47' O.A CONCRETE POLE		
48		FSLI	SLS1500 HOR/ARV2		
10		FSLI	SLS1000 HOR/ARV2		
1		FSLI	LOT OF CROSSARMS		
1		FSLI	15 YEAR WARRANTY		
1		FSLI	LIGHTING CONTROLS		
1		FSLI	LOT PRICE DELIVERED	\$61,460.00	
1		FSLI	INSTALLATION BY HIMES ELECTRIC	\$85,040.00	
Total:					\$146,500.00

Terms and conditions of sale:

Prices are firm for 30 days from quote date. Prices must be verified for purchase outside this time frame.

Quote is subject to Manufacturer's published terms & conditions of sale. All items are quoted as standard production items, and do not include additional parts, fittings, stems, or other accessories unless otherwise noted. Anchor bolts shipped separate of poles are plus freight. Stenographic and clerical errors are subject to correction. Price is based on BOM shown and information supplied to WFLI by customer.

SALES TAX IS NOT INCLUDED

Freight charges for items not meeting factory included pricing are estimates.

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Florida Sports Lighting, Inc.
Egan Park Lighting

THIS AGREEMENT is hereby executed this 28th day of October, 2014, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and Florida Sports Lighting, Inc. (hereinafter "VENDOR"), as follows:

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

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

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

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

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

2. Vendor shall deliver the goods, or provide the services, described herein no later than 90 days after commencement of work. The date of authorization to commence of work is yet to be determined.

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

4. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor the sum of \$146,500, as full consideration for the goods or services provided hereunder.

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

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

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

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

9. To the extent that this agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a 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 of City, naming the City as additional insured and providing coverage up through and including the final performance of any services provided hereunder. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this agreement and at such other times requested by the City. The Vendor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for damages caused loss 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 Contract. 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 other 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.

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

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

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

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

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

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

As to Vendor:

Florida Sports Lighting, Inc.
2533 Permit Place
New Port Richey, FL 34655

As to City:

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

16. To the extent that any terms in the attached proposal conflict with the terms of this agreement, the terms of this agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict.

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

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

FLORIDA SPORTS LIGHTING, INC. CITY OF ST. PETE BEACH, FLORIDA
Vendor

BY

B.C. DONATI

BY

CITY MANAGER

B.C. DONATI, PRINCIPAL
NAME, TITLE (typed or printed)

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

The contractor must comply with the Florida public records laws and must:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the city would provide the records and 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.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the city all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the city .

This is a new legal requirement.

119.0701 Contracts; public records.—

(1) 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) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and 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.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- (3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

3/12/14

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

Issue Considered: Ordinance 2014-10, Final Reading and Public Hearing, Proposed City-Initiated Text Amendments to Division 2 (Definitions) and Division 6 (Supplemental Regulations) of the Land Development Code relating to Temporary Uses.

Date: November 5, 2014

Prepared By: Dave Healey, Calvin Giordano & Assoc.

Through: Elaine Edmunds, Interim City Manager *EE*

Summary of Issue: A preliminary copy of the proposed ordinance was previously considered by the Planning Board on August 12, 2014, and the City Commission on September 10, 2014 at which time the Commission directed staff to proceed to advertise required public hearings. The proposed ordinance seeks to clarify the process and provide more specific standards for the review and approval of temporary use applications.

In accordance with Sec. 3.9(c) of the Land Development Code, the Commission shall consider whether the proposed amendment is consistent with and furthers the goals, policies, and objectives of the comprehensive plan and whether the proposed change will further the purposes of this Code and other city ordinances, regulations, and actions designed to implement the comprehensive plan.

A public hearing before the Planning Board was held on October 28, 2014. There was no public comment. The Planning Board voted unanimously in favor of approving Ordinance 2014-0010 as drafted with an amendment to Sec. 6.11(b)(2) establishing that any new data or submission following the City's completeness review may be subject to an additional application fee. Staff has incorporated the recommended change into the final ordinance for your consideration.

Requested Motion: "I move to adopt Ordinance No. 2014-10 on final reading . . . (read title)."

Attachment: Ordinance No. 2014-10

ORDINANCE NO. 2014-0010

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, AMENDING THE CITY'S LAND DEVELOPMENT CODE, DIVISION 2, SECTION 2.1, DEFINITIONS, PROVIDING FOR AN AMENDED DEFINITION OF TEMPORARY USE; DIVISION 6, SECTION 6.11, SUPPLEMENTAL REGULATIONS, TEMPORARY USES, PROVIDING FOR CLARIFICATION AND REVISION OF THE APPLICATION, REVIEW AND APPROVAL PROCESS AND THE REQUIREMENTS APPLICABLE THERETO; PROVIDING FOR FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's Land Development Code establishes the definition of, and requirements that apply to, temporary uses; and

WHEREAS, there is a need and desire to more clearly identify the provisions governing temporary uses; and

WHEREAS, this ordinance seeks to address this objective by clarifying the type of uses eligible to be considered as a temporary use, the standards and conditions that apply to such uses, and the procedures for application and approval of such uses.

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

SECTION 1. DEFINITION

The definition of Temporary Use as set forth in Division 2, DEFINITIONS, Sec. 2.1, is amended to read as follows:

"Temporary use means a use ~~which is established for a fixed period of time with the intent to discontinue such use upon the expiration of such time approved pursuant to the procedures and standards of this Code, consistent with the use characteristics of the zoning district in which it is located, for a limited and defined period of time~~, and which does not involve the construction or alteration of any permanent structure."

SECTION 2. TEMPORARY USES

The provisions governing Temporary Uses as set forth in Division 6, SUPPLEMENTAL REGULATIONS, Sec. 6.11 Temporary Uses is amended to read as follows:

Sec. 6.11. Temporary uses.

Temporary uses of zoning lots may be permitted under the provisions of this section in accordance with the procedures and standards set forth herein.

- (a) *Application submission requirements.* All applications shall be submitted to the city manager or the manager's designee in a form specified by the city, accompanied by the payment of the applicable fee set forth in Appendix A, St. Pete Beach Code of Ordinances, as follows;
- (1) All applications shall contain the ~~submittal requirements established by administrative regulation following minimum information:~~
- Property owner's name, address and phone number
 - Property address and parcel identification number
 - Future Land Use Plan category and Zoning district
 - Current use of the property
 - Proposed nature, size, and location of the proposed temporary use
 - Parcel map locating existing use and proposed temporary use
 - Length of time during which proposed temporary use will be in place
 - Hours of the day the use will be utilized, if applicable
- (2) Applicants may be required to submit additional information after the initial submission commensurate with the type and characteristics of the proposed use and the issues it raises.
- (b) *Determination of completeness of application.* The city shall determine whether the application is complete within ten (10) days and the applicant notified. If the application is complete, the application shall be forwarded for review to the Technical Review Committee. If the application is not complete, the city shall take no further action on the application until the required information is submitted by the applicant.
- (1) If the applicant fails to respond to the specified request for information within fifteen (15) days of the date of notification of deficiency, the application shall be voided.
- (2) If an applicant submits new data or information at any time after a determination of completeness has been made, the revised application may be subject to an additional application review fee and will be subject to the same stages of review as the initial application.
- ~~(e) *Permit issuance.* After an application is determined sufficient and after the appropriate staff review and approval process, a permit will be issued. Due to unique circumstances of the proposed temporary use, the city may attach such conditions to a temporary use as are necessary to prevent or minimize adverse effects upon other property in the neighborhood, including, but not limited to, specifying the duration of the permit, hours of operation, or requirements for mitigation of environmental impacts.~~
- (c) *Review guidelines.* The guidelines by which an application for temporary use will be reviewed shall include, as a minimum, the following:

- (1) The use shall be consistent with the purpose, location and use characteristics of the plan category and zoning district in which it is proposed to be established.
- (2) The specific nature, size, location and hours of access or utilization shall be determined to be compatible with and not to interfere with the public right-of-way or adjoining properties.
- (3) The input and interest of any adjoining property owner that may be affected by the proposed temporary use.
- ~~(3)~~(4) The provisions for access/egress to and from the public right-of-way, and for public safety vehicles, shall not be impeded.
- ~~(4)~~(5) Any site alterations or improvements shall be consistent with the applicable provisions of the Code, and any required replacement or restoration of landscaping, fencing, paving, etc., upon termination of the use shall be identified and required.
- ~~(5)~~(6) Due to unique circumstances of the proposed temporary use, the city may attach such additional conditions to a temporary use permit as are necessary to prevent or minimize adverse effects on the public interest, or upon other property in the neighborhood.
- (d) Specific Conditions. The following standards shall govern the establishment and renewal of any temporary use:
 - (1) The time period for a temporary use permit shall be limited to a maximum period of ninety (90) days, subject to one (1) extension that may be authorized by the city manager up to an additional period of thirty (30) days.
 - (2) The period of time established for the temporary use permit may be issued and limited to less than ninety (90) days if determined to be warranted in the initial review and approval process.
 - (3) No temporary use permit shall be approved for the same property for any one or combination of multiple time periods that exceed ninety (90) days [plus any additional period of thirty (30) days that may have been approved] within any twelve (12) month period of time.
 - (4) The City shall retain the right to revoke the temporary use permit and require immediate removal of the temporary use if it fails to comply with any of the conditions of the permit, or creates a public safety hazard or nuisance.
- (e) Permit Review and Issuance Process. Upon submission of an application for a temporary use the following process shall be followed:
 - (1) Upon determination that an application is complete, mailed notice of the application and the opportunity to provide input will be provided to the owners of property immediately adjoining the property that is the subject of the application.
 - (2) The City's Technical Review Committee will review the application within ten (10) days and make a recommendation to the City Manager to approve, approve with noted conditions, or deny the application.

- (3) The City Manager shall, within five (5) days of receiving the Technical Review Committee's recommendation act to approve, approve with noted conditions, or deny the permit.
- (4) The City Manager's decision shall be final. Any appeal shall be filed with a hearing officer designated by the City Commission in accordance with Sec. 3.14 (a) of the Land Development Code.
- (f) Coordination with Other Sections of the Code. Nothing in this section shall be construed to conflict with, duplicate, supersede, or eliminate the requirements to comply with the following sections of the City's Land Development Code or Code of Ordinances:
 - (1) Land Development Code, Section 6.12 - Commercial accessory and temporary equipment, structures, portable buildings and trailers, dumpsters and commercial tents
 - (2) Code of Ordinances, Part II, Chapter 26, Article II - Special Event Permit and the corresponding Guide to Special Events

SECTION 3. SEVERABILITY

If any portion, part or section of this Ordinance is declared invalid, the valid remainder hereof shall remain in full force and effect.

SECTION 4. CONFLICT WITH OTHER ORDINANCES

All ordinances or parts of ordinances in conflict herewith, are hereby repealed, to the extent of such conflict.

SECTION 5. EFFECTIVE DATE

This ordinance shall take effect immediately upon adoption.

Maria Lowe, MAYOR

FIRST READING: _____
PUBLISHED: _____
SECOND READING: _____
PUBLISHED: _____

I, Rebecca C. Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2014.

Rebecca C. Haynes, City Clerk