AGENDA
CITY OF HOLMES BEACH CITY COMMISSION REGULAR MEETING
PATRICIA A GEYER COMMISSION CHAMBERS
5801 MARINA DR, HOLMES BEACH, FL 34217
TUESDAY, NOVEMBER 24, 2015 - 7:00 P.M.

PLEDGE OF CONDUCT: We may disagree, but we will be respectful of one another. We will direct all comments to the issues. We will avoid personal attacks.

1. **CALL TO ORDER; PLEDGE TO THE FLAG; MOMENT OF SILENCE**

2. **ROLL CALL**

3. **COMMISSION REPORTS AND/OR ANNOUNCEMENT OF EX-PARTE COMMUNICATIONS**

4. **MAYOR'S REPORT**

5. **CONSIDER APPROVAL OF THE NOVEMBER 10, 2015 REGULAR CITY COMMISSION MEETING MINUTES, NOVEMBER 12, 2015 WORK SESSION MINUTES, AND THE NOVEMBER 16, 2015 CITY COMMISSION ORGANIZATIONAL MEETING MINUTES**

6. **QUESTIONS AND COMMENTS FROM THE PUBLIC AND PRESS**

UNFINISHED BUSINESS

NEW BUSINESS

7. **CONSIDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF HOLMES BEACH, FLORIDA AND USA FENCE COMPANY, BRADENTON, FL FOR UPGRADING THE FENCE AROUND THE SKATE PARK, IN AN AMOUNT NOT TO EXCEED $3,719.11.**

8. **CONSIDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF HOLMES BEACH, FLORIDA AND ONECO CONCRETE & ASPHALT, INC. FOR THE INSTALLATION OF NEW CURBS ALONG THE SOUTH SIDE OF 85TH ST AND MARINA DR; REMOVAL & REPLACEMENT OF EXISTING CURBS ON 67TH, 68TH, 69TH, 70TH STREETS, AND GULF DR AS NEEDED; AND REMOVAL & REPLACEMENT OF EXISTING CONCRETE SIDEWALKS AS NEEDED THROUGHOUT HOLMES BEACH, If IN AN AMOUNT NOT TO EXCEED $90,000.**

9. **RESOLUTION 15-12**
   "A RESOLUTION OF THE CITY OF HOLMES BEACH URGING MEMBERS OF THE FLORIDA LEGISLATURE TO SUPPORT THE FOLLOWING ISSUES DURING THE 2016 LEGISLATIVE SESSION."

ANNOUNCEMENTS

9.

- ☐ **THURSDAY & FRIDAY – NOVEMBER 26 & 27 – THANKSGIVING HOLIDAY – OFFICES CLOSED**
- ☐ **SUNDAY – NOVEMBER 29 – 8:00 A.M. – 4:00 P.M. – FLEA MKT @ RADER'S REEF**
- ☐ **WEDNESDAY – DECEMBER 2 – 4:00 P.M. – PARKS & BEAUTIFICATION MTG – TBD**
- ☐ **THURSDAY – DECEMBER 3 – 5:30 P.M. – 7:30 P.M. – NEIGHBORHOOD WATCH TRAINING CLASS**
- ☐ **MONDAY – DECEMBER 7 – 2:00 P.M. – ITPO @ HOLMES BEACH**
- ☐ **TUESDAY – DECEMBER 8 – 7:00 P.M. – CITY COMMISSION REGULAR MEETING WITH WORK SESSION TO FOLLOW**
- ☐ **THURSDAY – DECEMBER 10 – 7:00 P.M. – CITY COMMISSION WORK SESSION**
- ☐ **SATURDAY – DECEMBER 12 – 10:00 A.M. – 12:00 NOON – PRIVATEERS CHRISTMAS PARADE**
- ☐ **SATURDAY & SUNDAY – DECEMBER 12 & 13 – 10:00 A.M. – 4:30 P.M. – WINTERFEST ARTS & CRAFT SHOW @ CITY FIELD – BENEFITING THE ANNA MARIA ISLAND ART LEAGUE**
- ☐ **WEDNESDAY – DECEMBER 16 – 2:00 P.M. – BIEO @ LONGBOAT KEY –**
- ☐ **SATURDAY – DECEMBER 19 – SUNSET – SIDEWALK ASTRONOMY @ CITY FIELD**
- ☐ **THURSDAY & FRIDAY – DECEMBER 24 & 25 – HOLIDAY – CITY OFFICES CLOSED**

10. QUESTIONS AND COMMENTS FROM THE MAYOR AND CITY COMMISSION

11. QUESTIONS AND COMMENTS FROM THE CITY ATTORNEY

12. QUESTIONS AND COMMENTS FROM STAFF

13. QUESTIONS AND COMMENTS FROM THE PUBLIC AND PRESS

14. ADJOURNMENT

Should any interested party seek to appeal any decision made by this City Commission with respect to any matter considered at this meeting, they will need to insure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities act and 286.26 Florida Statutes, persons with disabilities needing special accommodations to participate in this proceeding should contact the office of the City Clerk no later than 3 days prior to the meeting at telephone (941) 708-5800 for assistance; if hearing impaired, telephone (800) 955-8771 (TDD) for assistance.

#5

MINUTES
CITY OF HOLMES BEACH CITY COMMISSION REGULAR MEETING
PATRICIA A GEYER COMMISSION CHAMBERS
5801 MARINA DR, HOLMES BEACH, FL 34217
TUESDAY, NOVEMBER 10, 2015 - 7:00 P.M.

PLEDGE OF CONDUCT: We may disagree, but we will be respectful of one another. We will direct all comments to the issues. We will avoid personal attacks.

1. CALL TO ORDER; PLEDGE TO THE FLAG; MOMENT OF SILENCE

Chair Titsworth called the meeting to order at 7:00 p.m.

2. ROLL CALL

Present: Commissioner Grossman, Commissioner Morton, Vice-Chair Peelen, Commissioner Soustek, and Chair Titsworth.
Also Present: Mayor Johnson, City Attorney Petruff, Deputy Clerk Kee, Chief Tokajer, Building Official McGuinness, City Planner Brisson, and Engineer Burnett.

3. COMMISSION REPORTS AND/OR ANNOUNCEMENT OF EX-PARTE COMMUNICATIONS

Commissoner Soustek
Attended the November 4 Safety Meeting at City Hall and the Island Congestion Committee (ICC) meeting on November 9. She noted the ICC would like to see something done in appreciation for Hancock Bank allowing parking at their property.

Commissioner Grossman
Attended November 4 Safety Meeting.

Commissioner Grossman informed he spoke with some of the residents around Spring Lake. He said at one time the Commission had discussed naming the park on Holmes Boulevard 'Spring Lake Park' and would like the Commission to consider. He distributed a document, which gave history of Spring Lake.

Commissioner Peelen
She was delighted that all Commissioners attended the Safety meeting.

Also on November 4, she met with the core group for AMI Home Sweet Home. She noted there is a meeting on November 11, 7:00 p.m. at the Annie Silver Community Center in Bradenton Beach for all who volunteered at their last meeting.

Commissioner Morton
Complimented staff on the Safety meeting.

4. MAYOR'S REPORT - None

a. Proclamation – "*Veterans Day Proclamation*" - November 11, 2015
Chair Titsworth recognized all elected officials and City employee Veterans. See attached.

Chair Titsworth also noted that her cousin John Holmes, Jr's name would be added to the downtown Bradenton Veterans Memorial. John, critically wounded in Vietnam, died in 2001 never having emerged from a coma.

5. CONSIDER APPROVAL OF THE OCTOBER 27, 2015 REGULAR CITY COMMISSION MEETING MINUTES AND OCTOBER 29, 2015 WORK SESSION MINUTES.

Motion: Move that the October 27, 2015 Regular City Commission Meeting Minutes and the October 29, 2015 Work Session Minutes be approved as written.
Action: Approved. Moved by Commissioner Peelen, Seconded by Commissioner Grossman.
Motion passed unanimously.

DRAFT

6. QUESTIONS AND COMMENTS FROM THE PUBLIC AND PRESS

Nancy Deal, 203 56 Street, representing the Anna Maria Island Historical Society, distributed new 'Walk or Bike' brochures for Anna Maria City. She said they are currently working on brochures for Holmes Beach and Bradenton Beach. She requested suggestions for sites and stories, and invited everyone to attend the grand re-opening Thursday night.

Jane Grace, 426 62 Street, noted she and her husband Doug live in the Seaside Gardens duplex adjacent to the residents who want to have a front yard pool. She expressed the same concerns as others, sewer etc. but said they are most concerned about parking.

7. THE AMERICAN SHORE & BEACH PRESERVATION ASSOCIATION - 2015 ROBERT L. WIEGEL COASTAL PROJECT AWARD – ANNA MARIA ISLAND, FLORIDA BEACH RENOURISHMENT ASBPA PROJECT - *Charlie Hunsicker, Manatee County*

Mr. Hunsicker read and presented a plaque to the City, noting it is a very special award. In the last 30 years, beaches in 11 states have received this recognition - and this is only the fourth in Florida.

Mr. Hunsicker said that while the award has been given in recognition of an Island-wide effort, he said he is here to give recognition back to the City for their support, perseverance, and most importantly their patience.

Mayor Johnson praised Mr. Hunsicker for his Island-wide re-nourishment efforts and thanked the County.

UNFINISHED BUSINESS

8. SECOND READING & PUBLIC HEARING – ORDINANCE 15-19 – (2 pools per lot)

"AN ORDINANCE OF THE CITY OF HOLMES BEACH, FLORIDA CLARIFYING AND AMENDING ITS REGULATIONS FOR RECREATIONAL WATER FEATURES ON PLATTED LOTS OF RECORD OR PARCELS IN THE R-2, R-3 AND R-4 ZONING DISTRICTS BY AMENDING ARTICLE I, SECTION 1.4, DEFINITIONS BY ADDING NEW DEFINITIONS FOR THE TERMS, CABANA, DIVING BOARD/SPRING BOARD, DIVING PLATFORM/DECK, GROTTO/GROTTO POOL, SPLIT LINE, AND WATERFALL; AMENDING ARTICLE IV, SECTION 4.2 DEFINITION OF NONCONFORMITIES BY ADDING A NEW SECTION 4.2.G APPLICABLE TO EXISTING RECREATIONAL WATER FEATURES IN THE R-2, R-3 AND R-4 ZONING DISTRICTS; AMENDING ARTICLE VI, SUBSECTIONS 6.6.C.2.a (2)(a), 6.6.D.2.a(2)(a) AND 6.6.E.2.a(2)(a) BY ADDING CROSS REFERENCES TO SECTION 6.8.U; AMENDING ARTICLE VI, SECTION 6.8.L BY REQUIRING A FRONT YARD ALONG EACH STREET UPON WHICH A LOT OR PARCEL FRONTS; AMENDING ARTICLE VI, SECTION 6.8.U BY ADDING NEW SUBSECTIONS U.1.a.(1) AND (2) PROHIBITING THE LOCATION OF RECREATIONAL WATER FEATURES IN ANY REQUIRED YARD, AND REQUIRING THAT RECREATIONAL WATER FEATURES LOCATED ON A DUPLEX LOT OF RECORD OR PARCEL MUST BE SET BACK NOT LESS THAN TEN FEET FROM THE SPLIT LINE OR LINE ESTABLISHED IN A CONDOMINIUM PLAT SEPARATING CONDOMINIUM UNITS AS RECORDED IN THE PUBLIC RECORDS OF MANATEE COUNTY; AMENDING ARTICLE VI, SECTION 6.8.U BY ADDING A NEW SUBSECTION 9 LIMITING THE NUMBER, TYPE AND SIZE OF RECREATIONAL WATER FEATURES ALLOWABLE ON A PLATTED LOT OF RECORD OR PARCEL AS DEFINED IN THE LDC; AMENDING ARTICLE VI, SECTION 6.8.U BY ADDING A NEW SUBSECTION 10 PROHIBITING DIVING BOARD/SPRING BOARDS, DIVING PLATFORM/DECKS, GROTTO/GROTTO POOLS, WATERFALLS AND FOUNTAINS ANCILLARY TO ANY RECREATIONAL WATER FEATURE IN THE R-2, R-3 AND R-4 ZONING DISTRICTS; AMENDING ARTICLE VI, SECTION 6.8.U BY ADDING NEW SUBSECTION 11 REQUIRING THAT THE OWNER OF A DUPLEX UNIT LOCATED IN THE R-2, R-3 OR R-4 ZONING DISTRICTS AND SUBJECT TO A PARTY WALL AGREEMENT PROVIDE PROOF OF ITS LEGAL NONCONFORMING STATUS PRIOR TO RECEIVING APPROVAL FOR ANY RECREATIONAL WATER FEATURE; AMENDING ARTICLE VI, SECTION 6.8.U BY ADDING A NEW SUBSECTION 12 REQUIRING THAT THE OWNER OF A DUPLEX UNIT LOCATED IN THE R-2, R-3 OR R-4 ZONING DISTRICTS AND UNDER THE CONDOMINIUM FORM OF OWNERSHIP PROVIDE PROOF THAT THE CONDOMINIUM ASSOCIATION IS IN GOOD STANDING WITH ALL STATE OF FLORIDA REQUIREMENTS PRIOR TO RECEIVING APPROVAL FOR ANY RECREATIONAL WATER FEATURE; PROVIDING FOR TERMINATION OF THE MORATORIUM IMPOSED BY ORDINANCE 15-09; PROVIDING FOR TERMINATION OF THE MORATORIUM IMPOSED BY ORDINANCE 15-01; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE."

Chair Titsworth opened the Public Hearing.

City Planner Brisson noted City Attorney Petruff spotted language in Ordinance 15-19 which she felt was not clear. He provided a handout to the Commission and reviewed the proposed changes. Discussion followed.

With no public comment, Chair Titsworth closed the Public Hearing.

Motion: Move that Ordinance 15-19 be approved for Second Reading as amended with proposed changes as discussed.
Action: Approved. Moved by Commissioner Morton, Seconded by Commissioner Grossman.
Vote: Motion passed (summary: Yes = 4, No = 1)
Yes: Commissioner Grossman, Commissioner Morton, Vice-Chair Peelen, Chair Titsworth.
No: Commissioner Soustek.

NEW BUSINESS

9. RESOLUTION NO. 15-10 – ITPO UPDATE & WCIND

"A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLMES BEACH, FLORIDA, ESTABLISHING A REGIONAL APPROACH FOR MAINTAINING AND ESTABLISHING ALL MODES OF TRANSPORTATION TO, FROM, AND WITHIN ANNA MARIA ISLAND; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE."

City Engineer Lynn Burnett informed that several months ago she met with WCIND and Manatee County. The purpose was to look forward to future budget monies that might be available for WCIND dredge-type projects. She said the City has canals in desperate need of maintenance. Manatee County had four years worth of funds that they locked down, and have redirected 100% to redoing the boat ramp. As a result, all monies previously available to the three Island Cities are no longer available. When discussing options, WCIND stated there are federal funds available that do not require a match - they could be used for a navigational assessment that would cover the whole Island. The assessment and study would cost approximately $100,000, and would provide a baseline and framework for any future infrastructure that would need to be in place aboveground or below, to support the navigational needs of the Island.

Engineer Burnett said the recommendation was for the three cities, by Resolution, to restate goals of the ITPO, and through the ITPO establish Anna Maria Island as a mini region. At that point, WCIND can go after the funds.

Engineer Burnett said one of the benefits for WCIND is all three cities are undergoing storm water projects. It's felt this puts them in a position of strength.

Commissioner Soustek asked how long the study would take.

Engineer Burnett said it would take one year to complete the study. In the meantime, the three Cities can begin looking at ways to set aside funds for future matching grants.

Motion: Move to approve Resolution No. 15-10.
Action: Approved. Moved by Vice-Chair Peelen, Seconded by Commissioner Soustek.
Vote: Motion carried by unanimous roll call vote (summary: Yes = 5).
Yes: Commissioner Grossman, Commissioner Morton, Vice-Chair Peelen, Commissioner Soustek, Chair Titsworth.

ANNOUNCEMENTS

10.

- ☐ **WEDNESDAY – NOVEMBER 11 – VETERAN'S DAY HOLIDAY – CITY OFFICES CLOSED**
- ☐ **WEDNESDAY – NOVEMBER 11 – 8:00 A.M. – 9:30 A.M. - VETERAN'S DAY SALUTE @ CITY HALL PARKING LOT – SPONSORED BY ISLANDER NEWSPAPER**
- ☐ **THURSDAY – NOVEMBER 12 – 7:00 P.M. – CITY COMMISSION WORK SESSION**
- ☐ **WEDNESDAY, THURSDAY, & FRIDAY – NOVEMBER 12, 13, 14 – KEEP MANATEE BEAUTIFUL – SAND SCULPTURE COMPETITION – PUBLIC BEACH**
- ☐ **FRIDAY – NOVEMBER 13 – ART WALK IN HOLMES BEACH**
- ☐ **SATURDAY - NOVEMBER 14 – 10 AM – 5 PM & SUNDAY, NOVEMBER 15 – 10AM – 4PM - ARTS & CRAFTS SHOW – CITY FIELD – BUTTERFLY GARDEN**
- ☐ **MONDAY – NOVEMBER 16 – 9:00 A.M. – CITY COMMISSION SWEARING-IN CEREMONY AND ORGANIZATIONAL MEETING**
- ☐ **WEDNESDAY – NOVEMBER 18 – 2:00 P.M. – BIEO – HOLMES BEACH**
- ☐ **TUESDAY – NOVEMBER 24 – 7:00 P.M. – CITY COMMISSION REGULAR MEETING WITH WORK SESSION, IF NEEDED, TO FOLLOW**
- ☐ **THURSDAY & FRIDAY – NOVEMBER 26 & 27 – THANKSGIVING HOLIDAY – OFFICES CLOSED**

11. QUESTIONS AND COMMENTS FROM THE MAYOR AND CITY COMMISSION

Construction work on Holidays

Chair Titsworth said her husband Steve asked for discussion regarding construction work on holidays. She noted some of the paid holidays recognized by the City might not be legal holidays. His concern in the construction industry is those needing to earn a paycheck will not be allowed to work. She noted it is part of the Noise Ordinance, but asked if they can work as long as not making noise.

Chief Tokajer advised no, the Ordinance reads no construction activity or noise - noting residents want peace and quiet. He said it had previously been discussed and the Commission approved holidays recognized by the City.

Discussion followed on City holidays vs. Federal holidays with City Attorney Petruff reading from the Code.

City Attorney Petruff said there are eleven holidays listed - of those holidays, Good Friday, Thanksgiving Friday, and Christmas Eve are likely not federal holidays. It was noted Veterans Day is a Federal holiday. The City does not observe MLK Day, therefore, is allowing contractor's to work on that day.

Chair Titsworth said Mr. Titsworth wanted to see how the Commission felt about changing it to allow those who need paychecks to work.

Commissioner Peelen said she has no issues with not allowing, she feels the construction trade is doing well on the Island.

Commissioner Morton felt if painting with rollers it might be ok.

Chief Tokajer read from the Code again, feeling if the City were to allow 'quiet work', it could be a slippery slope.

12. QUESTIONS AND COMMENTS FROM THE CITY ATTORNEY

626 Key Royale Drive

City Attorney Petruff reviewed two case evaluations the City received on October 29, which she forwarded to the Mayor.

Pre-emptive Bills filed by Legislature

City Attorney Petruff voiced concern that the Florida Legislature continues to file bills which preempts local communities from regulating. There have been two bills filed which would prevent local communities from regulating fracking.

Treehouse Case
At the request of Commissioner Morton, *City Attorney Petruff* provided an update on the Treehouse case.

13. QUESTIONS AND COMMENTS FROM STAFF

Click it or Ticket Campaign
Chief Tokajer informed the Police Department would be participating in the Click it or Ticket Campaign that runs from November 17 - 30.

14. QUESTIONS AND COMMENTS FROM THE PUBLIC AND PRESS - None

15. ADJOURNMENT

Chair Titsworth adjourned the meeting at 8:06 p.m.

_____

Stacey Johnston, MMC, City Clerk

Minutes approved: _____

NOTE: THIS IS NOT A VERBATIM RECORD. A DIGITAL RECORDING HAS BEEN MADE OF THE FOREGOING PROCEEDINGS OF WHICH THESE MINUTES ARE A PART. THE RECORDING WILL REMAIN ON FILE IN THE CITY CLERK'S OFFICE FOR TWO (2) YEARS.

DRAFT

#5

MINUTES
CITY OF HOLMES BEACH CITY COMMISSION WORK SESSION
PATRICIA A GEYER COMMISSION CHAMBERS
5801 MARINA DR, HOLMES BEACH, FL 34217
THURSDAY – NOVEMBER 12, 2015 – 7:00 P.M.

1. CALL TO ORDER
Chair Titsworth called the meeting to order at 7:00 p.m.

2. ROLL CALL
Present: Commissioner Grossman, Commissioner Morton, Vice-Chair Peelen, Commissioner Soustek, and Chair Titsworth.
Also present: Mayor Johnson, City Attorney Petruff, City Clerk Johnston, Chief Tokajer, Building Official McGuinness, and Planner Brisson.

3. QUESTIONS AND COMMENTS FROM THE PUBLIC AND PRESS

Kevin Hutchison, 211 Archer Way, Anna Maria, addressed the Commission representing a client who recently purchased an elevated property sitting on two lots in Holmes Beach. The property will be used as a single-family residence.

Mr. Hutchison informed Building Official McGuinness had provided a letter of "No Objection" for a four-bedroom plan. Since that time, his client has found a buyer for the property who is now requesting a fifth bedroom.

Mr. Hutchison noted he spoke to Chair Titsworth about rezoning the property from R-2 to R-1. However, the buyer feels that would not be the appropriate option and instead would like to sign a five-year deed restriction (not to be utilized as a rental in that period), similar to the one being utilized in Anna Maria. Copies of Anna Maria's deed restriction form had been provided to the City Commission.

Mr. Hutchison stated he spoke to Anna Maria about their deed restriction format, and how it was working. He was told there had been no legal problems, and the document would hold up in a court of law, if challenged. Anna Maria currently has individuals who have signed the deed restrictions.

According to Mr. Hutchison, the property sale will be the largest residential sale in Holmes Beach history. The buyer is paying around $4 million for the house – and it being utilized as a rental property is very slim. The property sits on two platted lots.

City Attorney Petruff informed she was unaware of the details relating to Mr. Hutchison's request. However, there is currently no code language allowing for a deed restriction. An Ordinance change will be required if the Commission wishes to move forward with allowing a deed restriction. She noted the Commission would need to determine if they would want to allow for deed restrictions – or Special Exception with stipulations.

City Attorney Petruff said after discussions with Planner Brisson and Mayor Johnson, if the Commission wishes to move forward on Mr. Hutchinson's request, she suggested adoption of an Overlay District where someone could make the decision to go with a different size.

Chair Titsworth said she was in favor of the overlay option.

Commissioner Peelen felt the issue needs placed on a Work Session for further discussion. Her concern with the overlay option was that short-term rentals could not be prohibited.

Mr. Hutchison informed the house footprint submitted to DEP would go unchanged. The house will be the same size, regardless if it is a four bedroom or a five bedroom. He noted the address of the property is the Gulf front property located at 2802 Avenue E.

Commissioner Grossman voiced concern about limiting any deed restriction to five years.

Action: Chair Titsworth informed the item would be placed on an upcoming Work Session Agenda – potentially December.

NEW BUSINESS

4. DISCUSSION - FRONT YARD POOLS

Planner Brisson stated he knew of no communities that allow pools in the front yards – or in the required yard. Most people do not put their pools in their front yards, except in wealth communities where they have massive front yards. He had not had an opportunity to research the front yard pools in other communities.

Chair Titsworth said the front yard pools on the Island are hidden with fencing. She suggested front yard pools be screened, if they are allowed. She was glad the issue was being discussed since there have been many changes on the Island.

Similar to how the resort housing boom started approximately nine years ago, Commissioner Morton felt if front yard pools are allowed, it will continue through all of Seaside Gardens.

Commissioner Peelen stated she is opposed to front yard pools. She feels they are unsightly and they would change the character of Holmes Beach. In addition, if allowed, she feels every small lot would want a pool in their front yard.

Commissioner Grossman noted that after driving around Seaside Gardens several times, he found there was no place to park and the yards are narrow. He pointed out the Commission had received a petition from Seaside Gardens neighbors that are opposed to front yard pools. Commissioner Grossman stated Seaside Gardens is a nice place to live - and he does not want to turn it into a rental neighborhood.

Commissioner Soustek disclosed she spoke to several of the Seaside Gardens homeowners, and the majority is not in favor of front yard pools in their subdivision. She felt a person does not choose to put pool in their front yard; they are forced to due to maxing out their lot. She did not see the purpose in having a front yard pool and further noted Engineer Burnett has indicated pools contribute to run-off.

Commissioner Titsworth felt that often the purpose of front yard pools was due to the power lines in the back of the property (not allowing a pool to be built in the back).

Mayor Johnson said he lives across from a front yard pool and felt it would look better without a pool in front. He questioned if there are any constraints for putting pools in the front yard, and would those constraints be enough for the City. He pointed out the Commission was trying to keep the City as a residential community, and felt they should do what is necessary to maintain that image.

Chair Titsworth questioned if the Seaside Garden's homeowner who requested the pool wants it for resort housing.

Commissioner Grossman replied the neighbors indicated the owners do not live there now.

Action: Commission consensus to disallow front-yard pools in all zoned districts – 4 to 1, with Chair Titsworth in favor of allowing.

Chair Titsworth presented the example of a property that abuts mangroves. She believes a cocktail pool can be installed on the roadside - and no one would ever know it was there. She further stated there are residents in Holmes Beach that love their front-yard pools.

Chair Titsworth said if the Commission feels the reason they want to eliminate front-yard pools is due to increasing resort housing, they should then be prohibited for the Resort Housing District.

In *Commissioner Soustek's* opinion, the Commission needs to consider the community as a whole - and not only small individuals. She does not see front yard pools as being an enhancement.

Chair Titsworth pointed out the Commission has already changed the Pool Ordinance, have increased the setbacks, and now have included swimming pools in the coverage.

Building Official McGuinness informed the current application for a front yard pool in Seaside Gardens is contingent upon the decision that evening. The property owner has proposed to tear down the carport and put a swimming pool in its place. Explanation followed.

Action: Chair Titsworth asked City Attorney Petruff and Planner Brisson to draft an Ordinance that disallows Front Yard pools – for review at the Commission's next Work Session.

Commissioner Grossman questioned if a person could obtain a Special Exception for a front yard pool.

Chair Titsworth informed to allow for a Special Exception, language would need to be added to the Ordinance. She asked Planner Brisson and City Attorney Petruff to determine if a Special Exception procedure should be included in the Ordinance.

5. DISCUSSION – COMMERCIAL WEDDINGS IN RESIDENTIAL

City Attorney Petruff presented the following comments relating to weddings:

- Noted beach is public. Arguably, anyone could go out to beach and have a wedding.
- In terms of regulation, she did not want to have to determine a commercial vs. residential wedding. Instead, the Commission should determine what they feel is appropriate, and the number of weddings that could be held per address, per year.
- Suggested regulating weddings via a Temporary Use Permit (TUP). As part of the TUP application, would need to obtain details relating to location of reception, if tent will be utilized, if there will be live music, where cars will be parked, security requirements, etc.
- Regulate maximum number of people based on lot size.
- Determine if valet parking or parking in right-of-ways is appropriate. If valet parking allowed, should it only occur after 5 p.m., for example. Parking plans can be submitted to the traffic engineer (Police Chief) for review.
- Felt it would be difficult to regulate commercial weddings vs. residential weddings.
- Language relating to weddings has been added into the Vacation Rental Certificate as a placeholder. The Ordinance language stated Vacation Rental properties are prohibited from having gatherings of more than 30 people. That language was added specifically for the consideration of weddings.

Chair Titsworth stated persons wanting to have backyard weddings are concerned about having their rights taken away. She felt the advertising of weddings in a residential area was morally wrong. Chair Titsworth felt receptions should also be included.

Commissioner Peelen would like to address weddings. She noted neither of the two current examples of weddings currently being held in the Residential District are short-term rentals. She would like to limit the number of weddings at a private home to one per year. She also likes the idea of limiting the number of guests based on the property size.

Commissioner Soustek said she had researched regulations on weddings in other communities. Many were regulated under Special Events regulations. She read the St. Pete Beach Ordinance language relating to weddings into the record. She noted Indians Rocks allows for two weddings per year at one address, not to exceed two days. In addition, other Cities allow for weddings with certain specifications. She felt if Holmes Beach were to limit weddings to two per year, it would limit the commercial usage, yet still allow for home weddings.
Commissioner Soustek will provide City Clerk Johnston copies of the different Cities regulations for distribution to the Commission.

Discussion continued relating to limiting Wedding TUP's to residents only. *Commissioner Peelen* said she was not in favor of limiting to residents only - but rather to limit the number of attendees. She also was not concerned if someone wants to advertise for weddings at their home.

Commissioner Soustek agreed with Commissioner Peelen.

Commissioner Grossman voiced concern about valet parking and did not feel the streets should be used as a parking lot. Concerning advertising weddings, Commissioner Grossman noted rental agents could advertise having weddings in their rentals and continually rent different houses.

Action: City Attorney Petruff and Planner Brisson will review Commissioner Soustek's research, and will look at other places such as Key West. They will look at how other tourist locations deal with the issue.

City Clerk Johnston stated as Supervisor over the department that would be issuing the Temporary Use Permits, adding weddings to the TUP categories would greatly increase the workload. She noted the TUP's are very difficult to regulate since many do not get them for their events. She suggested penalties be considered and details on how they would be regulated and enforced.

UNFINISHED BUSINESS – None.

ANNOUNCEMENTS

6.

- ☐ **WEDNESDAY, THURSDAY, & FRIDAY – NOVEMBER 12, 13, 14 – KEEP MANATEE BEAUTIFUL – SAND SCULPTURE COMPETITION – PUBLIC BEACH**
- ☐ **FRIDAY – NOVEMBER 13 – ART WALK IN HOLMES BEACH**
- ☐ **SATURDAY - NOVEMBER 14 – 10 AM – 5 PM & SUNDAY, NOVEMBER 15 – 10AM – 4PM - ARTS & CRAFTS SHOW – CITY FIELD – BUTTERFLY GARDEN**
- ☐ **MONDAY – NOVEMBER 16 – 9:00 AM – CITY COMMISSION SWEARING-IN CEREMONY AND ORGANIZATIONAL MEETING**
- ☐ **WEDNESDAY – NOVEMBER 18 – 2:00 PM – BIEO – HOLMES BEACH**
- ☐ **TUESDAY – NOVEMBER 24 – 7:00 PM – CITY COMMISSION REGULAR MEETING WITH WORK SESSION, IF NEEDED, TO FOLLOW**
- ☐ **THURSDAY & FRIDAY – NOVEMBER 26 & 27 – THANKSGIVING HOLIDAY – OFFICES CLOSED**

7. QUESTIONS AND COMMENTS FROM MAYOR AND COMMISSION

November 24, 2015 City Commission Meeting

Commissioner Peelen announced she will be out of town for the November 24, 2015 Commission meeting.

ManaSota League of Cities Meeting Update

Commissioner Peelen informed a speaker from the House of Representatives spoke at the ManaSota League of Cities Meeting that morning. Her initiative is to create compacts around the State relating to the sea rise question. Commissioner Peelen felt it would be great to have the three Island Cities form a compact.

Veteran's Day Celebration

Commissioner Morton stated the Islander sponsored a nice Veteran's Day celebration on November 11. Commissioner Morton was a guest speaker at the event.

8. QUESTIONS AND COMMENTS FROM CITY ATTORNEY – None.

9. QUESTIONS AND COMMENTS FROM STAFF – None.

10. QUESTIONS AND COMMENTS FROM PUBLIC AND PRESS

Front Yard Pools

Bill Saylor, 421 62 Street, Seaside Gardens, informed he attended that evening planning to ask a lot of question relating to the front yard pools, but they were all answered during Commission discussion.

Mr. Saylor felt the Commission meeting was very interesting. He pointed out the Commission received a petition of 44 votes to not allow front yard pools. The 44 signatures represented one-half of the Seaside Garden's property owners.

Kelly Heazlit, 7214 Holmes Blvd, voiced her concerns about not allowing front yard pools. She informed her duplex corner lot property has no backyard. Ms. Heazlit questioned if Seaside Gardens had a homeowners association that prohibited front yard pools. It was noted the Seaside Garden's association does not prohibit pools.

Ms. Heazlit encouraged the Commission to allow others the opportunity to come forward prior to adoption of an Ordinance prohibiting front yard pools. She informed there are more people in her same situation (young families in same type duplex) that would want a pool in the future, as she does. She stated many of the things her family moved to Holmes Beach for are now becoming more restrictive. In addition, she did not understand how a pool in the front yard is unsightly.

Commissioner Grossman said he was familiar with Ms. Heazlit's property and suggested she contact the Building Department to determine if there would even be enough room for her to have a pool in the front.

Chair Titsworth asked Ms. Heazlit to provide her a copy of her survey. She said it would help the Commission to know how changing the law would affect potential new residents.

ADJOURNMENT

Chair Titsworth adjourned the meeting at 8:12 p.m.

_____

Stacey Johnston, MMC, City Clerk

Minutes approved: _____

NOTE: THIS IS NOT A VERBATIM RECORD; A MECHANICAL RECORDING HAS BEEN MADE OF THE FOREGOING PROCEEDINGS OF WHICH THESE MINUTES ARE A PART. THIS RECORDING IS ON FILE AT THE CLERK'S OFFICE IN THE CITY OF HOLMES BEACH FOR TWO (2) YEARS.

DRAFT

#5

MINUTES
CITY COMMISSION ORGANIZATIONAL MEETING
NOVEMBER 16, 2015
IMMEDIATELY FOLLOWING THE SWEARING IN CEREMONY
AT 9:00 A.M.

The Swearing-in Ceremony, conducted by City Clerk Stacey Johnston, began at 9:00 a.m. The official Oath of Office was administered by City Clerk Johnston to re-elected City Commission incumbents Commissioner Carol Soustek, Commissioner Jean Peelen, and Commissioner Pat Morton. The City Commission annual Organizational meeting followed.

PLEDGE OF CONDUCT: We may disagree, but we will be respectful of one another. We will direct all comments to the issues. We will avoid personal attacks.

1. CALL TO ORDER; PLEDGE OF ALLEGIANCE; MOMENT OF SILENCE

Mayor Bob Johnson called the Organizational Meeting to order at 9:16 a.m.

2. ROLL CALL

Present: Commissioner Grossman, Commissioner Morton, Vice-Chair Peelen, Commissioner Soustek, and Commissioner Titsworth.
Also present: Mayor Johnson, City Clerk Johnston, Chief Tokajer, HR Analyst Buonagura, and Deputy Clerk Lori Kee.

3. ELECTION OF CITY COMMISSION CHAIRPERSON/VICE-MAYOR

Mayor Johnson asked for nominations for the position of City Commission Chairperson for the upcoming 2015-2016 year.

- *Commissioner Morton* nominated Commissioner Judy Titsworth to serve as Commission Chairperson for 2015-2016.
  Commissioner Peelen seconded the nomination.

- *Commissioner Soustek* nominated Commissioner Marvin Grossman.
  Commissioner Grossman seconded the motion.

Hearing no further nominations, *Mayor Johnson* closed nominations and called for the votes.

Nomination of <u>Commissioner Titsworth</u> – (Yes = 3, No = 2)
Yes: Commissioner Morton, Commissioner Peelen, and Commissioner Titsworth
No: Commissioner Soustek and Commissioner Grossman

Nomination of <u>Commissioner Grossman</u> – (Yes = 2, No = 3)
Yes: Commissioner Soustek and Commissioner Grossman
No: Commissioner Morton, Commissioner Peelen, and Commissioner Titsworth

ACTION: Based on majority vote, Commissioner Judy Titsworth was elected to serve as Commission Chair for 2015-2016.

4. ELECTION OF CITY COMMISSION VICE-CHAIR

Mayor Johnson asked for nominations for the position of Vice-Chair for the upcoming 2015-2016 year.

- *Commissioner Morton* nominated Commissioner Jean Peelen to serve as Commission Vice-Chair for 2015-2016.
  Commissioner Soustek seconded the nomination.

Hearing no further nominations, *Mayor Johnson* closed nominations and called for the vote.

Nomination of <u>Commissioner Peelen</u> – (Yes = 5)

DRAFT

ACTION: Based on unanimous vote, Commissioner Jean Peelen was elected to serve as Commission Vice-Chair for 2015-2016.

Mayor Johnson presented the gavel to newly elected Chair Titsworth who presided over the remainder of the meeting.

Chair Titsworth thanked everyone for the nomination. She felt Holmes Beach Commissioners all work well together as a team, and though they have been very busy, and have put a lot of pressure on the staff, she felt a lot had been accomplished.

5. RESOLUTION 15-12 - PROVIDING FOR SIGNATURE AND COUNTERSIGNATURE OF CERTAIN CITY OFFICIALS ON CITY ACCOUNTS.

Action: Resolution 15-12 was pulled from the Agenda.
See Resolution 14-12 for Signature Resolution currently on file.

ANNOUNCEMENTS

6.

- ☐ **MONDAY – NOVEMBER 16 – 10:00 A.M. – STAFF MTG W/MEMBERS OF THE ISLAND CONGESTION COMMITTEE**
- ☐ **WEDNESDAY – NOVEMBER 18 – 2:00 P.M. – BIEO – HOLMES BEACH**
- ☐ **TUESDAY – NOVEMBER 24 – 7:00 P.M. – CITY COMMISSION REGULAR MEETING WITH WORK SESSION, IF NEEDED, TO FOLLOW**
- ☐ **THURSDAY & FRIDAY – NOVEMBER 26 & 27 – THANKSGIVING HOLIDAY – OFFICES CLOSED**

7. QUESTIONS AND COMMENTS FROM MAYOR AND COMMISSION

Commissioner Peelen

Commissioner Peelen stated over the past year, she has realized the Commissioners are all part of a whole Island community – versus only Holmes Beach. In her opinion, this changes their jobs as City Commissioners. She felt each Commissioner needs to be participating in all the arenas, by meeting the Anna Maria and Bradenton Beach Commissioners, along with working with the County Commissioners, and participating on County Boards.

Commissioner Peelen stated the Commissioners each need to get out during the upcoming year and make them known, in order to unify with the Sister Cities.

Commissioner Morton

Commissioner Morton thanked the citizens of Holmes Beach for his re-election to the Commission. He said it is an honor to serve the citizens of Holmes Beach.

Mayor Johnson

Mayor Johnson stated he was looking forward to continuing the growth set forth by the City Commission.

City Staff

City Clerk Johnston and *Chief Tokajer* congratulated the new Commissioners on being re-elected to the City Commission.

8. QUESTIONS AND COMMENTS FROM THE PUBLIC AND PRESS - None.

9. ADJOURNMENT

Chair Titsworth adjourned the Organizational Meeting at 9:25 a.m.

_____

Stacey Johnston, MMC, City Clerk

Minutes approved: _____

NOTE: THIS IS NOT A VERBATIM RECORD; A MECHANICAL RECORDING HAS BEEN MADE OF THE FOREGOING PROCEEDINGS OF WHICH THESE MINUTES ARE A PART. THIS RECORDING IS ON FILE AT THE CLERK'S OFFICE IN THE CITY OF HOLMES BEACH FOR TWO (2) YEARS.

DRAFT

#7

City of Holmes Beach

AGREEMENT

This *AGREEMENT is* made and entered into this _____ by and between the **City of Holmes Beach**, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "**CITY**" and **USA Fence Company.** with its principal place of business at 1209 44th Ave, Bradenton, FL 34203, hereinafter referred to as "**CONTRACTOR**". The **CITY** and **CONTRACTOR** in consideration of the mutual covenants herein contained, running from each of the parties to the other, agree as follows:

1. **Description of Work:**

   The work consists of upgrading the fence around the skate park with industrial grade wire and adding additional support rails. **ATTACHMENT C**

2. **Cost and Work:**

   CONTRACTOR shall, at its own cost, provide all materials, equipment, permits, labor and everything of every sort which may be necessary for proper execution of all of the Work included in the Agreement, according to the true intent and meaning of this Agreement, including the drawings, plans, conditional and specifications, whether same are to be reasonable and obviously inferred therefrom.

3. **Payment:**

   In consideration of performance of the Work as set forth in this Agreement and written acceptance of same by the **CITY**, the **CITY** agrees to pay to **CONTRACTOR Not to Exceed $3,719.11 (Three Thousand Seven Hundred Nineteen dollars and Eleven cents).** Payment shall be made after presentation of an invoice, verification of the work by City, written releases of all vendors or subcontractors, and in accordance with Florida Prompt Payment Act.

4. **Deadline:**

   CONTRACTOR agrees to complete the Work by ***February 24, 2016***, and to accept as full payment hereunder the amount listed above.

5. **Liquidated Damages:**

   In the event that **CONTRACTOR** shall fail to complete the Work within the time limit provided, liquidated damages shall be paid at the rate of ***$300.00 (three hundred dollars and no cents)*** per day for each day in default. Sundays and legal shall be excluded in determining days in default.

6. **Attorney Fees:**

   Should any party to the Agreement be required to sue to enforce its rights herein, the prevailing party in such litigation shall be entitled to receive from the non-prevailing party its fees and costs, including reasonable attorney's fees, for all pre-suit, suit and appellate proceedings.

7. **Venue:**

   CONTRACTOR and **CITY** agree that this Contract shall be controlled and governed by the laws of the State of Florida. The venue/jurisdiction for any legal proceedings brought under this Agreement shall be in Manatee County, Florida.

8. Warranty:

All work and materials shall be guaranteed and warranted by **CONTRACTOR** for a minimum period of three (3) years from final acceptance by **CITY** to be free from defects due either to faulty materials or equipment of faulty workmanship. **CITY** shall provide **CONTRACTOR** with written notice upon discovery of any such defects with the guarantee/warranty period.

***9.* Remedies:**

Upon receipt of such notification, Contractor shall remedy or replace defective workmanship and/or materials within ten (10) calendar days. These guarantee/warranty provisions create no limitations on the **CITY** as to any claims or legal actions for breach of guaranty or breach of warranty that the **CITY** might have against **CONTRACTOR** or others and do not constitute an exclusive remedy against **CONTRACTOR**.

10. Relationship of Parties:

It is understood that the relationship of **CONTRACTOR** to **CITY** is that of independent **CONTRACTOR**.

11. Assignment:

This Agreement shall be binding upon the parties and shall not be assignable.

12. Public Entity Crimes:

CONTRACTOR shall execute a sworn statement demonstrating that **CITY** informed **CONTRACTOR** of the provisions of Section 287.133(2)(a), Florida Statutes, concerning public entity crimes. ***Attachment B***

13. Drug Free Workforce:

CONTRACTOR shall comply with City's Drug Free Workplace policy and demonstrate compliance by executing the City's form regarding said policy prior to initiating the Work. ***Attachment A***

14. Insurance:

CONTRACTOR shall provide the **CITY** with a certificate of insurance evincing commercial general liability insurance in the amount of $1,000,000 and workman's compensation insurance in the amount of $500,000. The Certificate of Insurance shall state that the City shall be notified in writing at least sixty (60) days prior to the cancellation of any policies.

15. Severability:

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect.

16. Compliance with Law:

CONTRACTOR shall perform all of the work required under this Agreement in accordance with applicable federal, state and local statutes, ordinances, rules and regulations, whether

or not expressly set forth in the Agreement Documents. CONTRACTOR shall maintain all required State and Local Licenses. Said Licenses shall be valid during the life of this Contract.

17. Indemnification:

CONTRACTOR assumes all risk of loss or injury to property or persons caused by its performance of this Agreement. The Contractor agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants from and against any and all such suits, actions, legal proceedings, claims, demands, damages, cost, liabilities, losses or expenses (including but not limited reasonable attorney's fees caused by a willful or negligent act or omission of the contract or, its officers and employees. The City's liability hereunder is subject to the limitations and provisions of Section 768.28, Florida Statutes, and nothing herein shall be deemed to waive the sovereign immunity of the City.

18. Public Records:

a. **CONTRACTOR** agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.071 (1)(a), Florida Statutes, in providing its services under this Agreement, it shall:

b. Keep and maintain any and all records that ordinarily and necessarily would be required by the City in order to perform the service;

c. Provide the public with access to publicly accessible records at the same terms and conditions that the City would provide such records to the public at a cost that does not exceed the amount set by Florida law for accessing and copying such records;

d. Ensure that any publicly accessible records that are exempt from disclosure as public records are not disclosed except as authorized by law;

e. Meet all legal requirements for retaining public records; and

f. Transfer at no cost to the City all publicly accessible records in possession of the Contractor upon completion of the project and termination of this Agreement;

g. Ensure that any electronic versions of these records are compatible with the City's information.

Notwithstanding any other provisions of this Agreement, the failure to observe the requirements of this section will constitute a material breach of this Agreement.

19. Notice:

All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances when personally delivered; three (3) business days after being deposited in the U.S. Mail, postage prepaid, certified or registered, or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to City:

City of Holmes Beach
Mayor Bob Johnson and
Copy to: Director of Public Works
5801 Marina Drive
Holmes Beach, FL 34217
Facsimile: 941-708-5812

If to Contractor:

USA Fence Company
Shannon Glasgow, President
1209 44th Avenue
Bradenton, FL 34203
(941) 756-8727

20. Amendment:

This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the City by the Holmes Beach City Commission and for the Contractor by a named officer and only if properly executed by all the Parties hereto.

21. The Following Attachments are made part of this contract:

Attachment A- Drug Free Work Place Certification
Attachment B- Public Contracting and Environmental Crimes Certification
Attachment C- Proposals from USA Fence Company

IN WITNESS WHEREOF, the Parties hereto set their hands on the day and year first above written.

Signed and delivered in the presence of:

CITY OF HOLMES BEACH

By: _____
Bob Johnson, Mayor

_____
Date

ATTEST:

_____
Stacey Johnston, City Clerk

USA Fence Company
CONTRACTOR:

Witnesses as to CONTRACTOR:

By: _____
Shannon Glasgow

_____

_____

Title: President

_____
Date

ATTACHMENT A

Drug Free Work Place Certification

SWORN STATEMENT ON DRUG FREE WORK PLACES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Holmes Beach City Commissioners by Shannon Glasgow
[print individual's name and title]

President For USA Fence Company
[print name of entity submitting sworn statement]

whose business address is: 1209 44th Avenue East, Bradenton, FL 34203

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1702108 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: na

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it will provide a drug free work place by:

(1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by §893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

(i) the dangers of drug abuse in the work place;

(ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;

(iii) any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) the penalties that may be imposed upon employees for drug abuse violations.

(2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).

(3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:

(i) abide by the terms of the statement; and

(ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

(4) Notifying the County within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

(5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug free work place through implementation of sections (1) through (5) stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF HOLMES BEACH IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CITY DETERMINES THAT:

(1) Such person or entity has made false certification.

(2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or

(3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by subsection 3-101(7)(B).

USA Fence Company

[Signature]

Shannon Glasgow, President

STATE OF FLORIDA
COUNTY OF Manatee

Sworn to and subscribed before me this 15 day of October 200_ by Shannon Glasgow

Personally known x OR Produced identification _____
[Type of identification]

Notary Public Signature Amy S Hamilton

Amy S Hamilton
[Print, type or stamp Commissioned name of Notary Public]

My commission expires 09/07/18

AMY S HAMILTON
Notary Public - State of Florida
My Comm. Expires Sep 7, 2018
Commission # FF 157553
Bonded through National Notary Assn

ATTACHMENT B

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Holmes Beach City Commissioners by Shannon Glasgow
[print individual's name and title]

President for U SA Fence Company
[print name of entity submitting sworn statement]

whose business address is: 1209 44th Avenue East, Bradenton, FL 34203

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1702108. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: na

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the City that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of City, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the City's Project Manager, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the City's Project Manger. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the City.

I UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE CITY DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

USA Pervice mpany

[Signature]

Shannon Glasgow, President

STATE OF FLORIDA
COUNTY OF Manatee

Sworn to and subscribed before me this 15 day of October, 2015 by

Personally known X OR Produced identification.

Amy S Hamilton
Notary Public Signature

Type of Identification

Amy S Hamilton
[Print, type or stamp Commissioned name of Notary Public]

My commission expires 09/07/18

AMY S HAMILTON
Notary Public - State of Florida
My Comm. Expires Sep 7, 2018
Commission # FF 157553
Bonded through National Notary Assn

Signatory Requirement - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

ATTACHMENT C

PROPOSAL

DATE SUBMITTED	11/6/15
CONT. #	
DATE ORDERED	
DATE PROMISED	

USA Fence Company

1209 44th Ave. Bradenton. FL 34203-3629
Ph. (941) 756-8727 Fax (941) 753-21 09
(800) 741-1711

BILL TO	CITY OF HOMES BEACH
ADDRESS	5801 MARINA DR
CITY	HOLMES BEACH FL 34217
JOB LOCATION	SKATE PARK
PHONE	941-708-5800
DESCRIPTION OF WORK	
DATE OF PLANS	11/6/15
ARCH	
BUYER'S AGENT	
Fax	

TOTAL INSTALLED PRICE $2035.94 Good Until_____

TERMS _____% Down

BALANCE UPON COMPLETION

	DESCRIPTION		
	240FT OF 9GA CORE HEAVY DUTY		
	GREEN VINYL CHAIN LINK FENCE		
	1) 6FT X 5FT GATE WITH 9GA WIRE		
	1) 6FT X 3FT GATE WITH 9GA WIRE		
	CREDIT FOR EXSISTING CHAIN LINK		

SUBJECT TO ACCEPTANCE OF CONTRACT

Salesman ****Jim Perry 941-782-7101****

CHAIN LINK FENCE

Total Height _____

Post Spaced _____

Style Fence _____

Gauge ☐ 9 ☐ 11-1/2

Knuckled ☐

Safeguard ☐ X X X

Top Rail _____ O.D.

Line Post _____ O.D.

End Post _____ O.D.

Corner Post _____ O.D.

Walk Gate Post _____ O.D.

Drive Gate Post _____ O.D.

Gate Frames _____ O.D.

WOOD/VINYL/ALUMINUM

Style _____

Height _____

Post _____

Walk Gate _____

Drive Gate _____

	BOARDS		
Stockade	☐ 6	☐ 4	☐
Hor. Shadow Box	☐ 6	☐ 4	☐
Vert. Shadow Box	☐ 6	☐ 4	☐

Pres. treated

Special _____

Split Rail 2 ☐ 3 ☐ _____

ATTACHMENT C

PROPOSAL

DATE SUBMITTED	10/21/15
CONT #	
DATE ORDERED	
DATE PROMISED	

USA Fence Company

1209 44th Ave Bradenton FL 34203-3629
Ph (941) 756-8727 Fax (941) 753-21 09
(800) 741-1711

BILL TO	CITY OF HOLMES BEACH
ADDRESS	5801 MARINA DR
CITY	HOLMES BEACH FL 34217
JOB LOCATION	SKATE PARK
PHONE	941-708-5800
DESCRIPTION OF WORK	BOTTOM RAIL
DATE OF PLANS	
ARCH	
BUYER'S AGENT	KENNETH TOWNSEND
Fax	

TOTAL INSTALLED PRICE $1683.17 Good Until _____

TERMS _____% Down

BALANCE UPON COMPLETION

DESCRIPTION			
	480FT OF BOTTOM RAIL AT THE SKATE		
	PARK		
	1) RAIL AT THE VERY BOTTOM 240FT		
	1) RAIL 12" UP FROM THE BOTTOM RAIL		
	240FT= 480FT		

SUBJECT TO ACCEPTANCE OF CONTRACT

Salesman ****Jim Perry 941-782-7101****

CHAIN LINK FENCE

Total Height _____

Post Spaced _____

Style Fence _____

Gauge ☐ 9 ☐ 11-1/2

Knuckled ☐

Safeguard ☐ X X X

Top Rail _____ O.D

Line Post _____ O.D.

End Post _____ O.D.

Corner Post _____ O.D.

Walk Gate Post _____ O.D

Drive Gate Post _____ O.D.

Gate Frames _____ O.D.

WOOD/VINYL/ALUMINUM

Style _____

Height _____

Post _____

Walk Gate _____

Drive Gate _____

	BOARDS	
Stockade	6 ☐	4 ☐
Hor. Shadow Box ☐	6 ☐	4 ☐
Vert. Shadow Box ☐	6 ☐	4 ☐

Pres. treated

Special _____

Split Rail 2 ☐ 3 ☐ _____

#8

Stacey Johnston - City of Holmes Beach

From: Lynn Burnett - LTA Engineers
Sent: Wednesday, November 18, 2015 1:44 PM
To: Stacey Johnston - City of Holmes Beach; Patricia Petruff
Cc: Bob Johnson - City of Holmes Beach; James McGuinness - City of Holmes Beach
Subject: Oneco Concrete - Contract for Upgrades - Agenda Item
Attachments: Oneco Concrete Asphalt Inc - City of Holmes Beach Standard Contract FY1....pdf

Good Afternoon,

Please find attached the Contract for Oneco Concrete to install new curb along the south side of 85th Street and Marina Drive; removal and replacement of existing curbs on 67th Street, 68th Street, 69th Street, 70th Street and Gulf Drive as needed; and removal and replacement of existing concrete sidewalks as needed throughout Holmes Beach.

Thank you,

Lynn Burnett, P.E.
Principal
LTA Engineers, LLC
2004 53rd Avenue East
Bradenton, FL 34203

PH (941) 756-9100

City of Holmes Beach

AGREEMENT

This *AGREEMENT is* made and entered into this _____ by and between the **City of Holmes Beach**, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "**CITY**" and **Oneco Concrete & Asphalt, Inc.** with its principal place of business at P.O. Box 367 Oneco, FL 34261, hereinafter referred to as "**CONTRACTOR**". The **CITY** and **CONTRACTOR** in consideration of the mutual covenants herein contained, running from each of the parties to the other, agree as follows:

1. ***Description of Work:***

   The work consists of installing new curb along the south side of 85th Street and Marina Drive; removal and replacement of existing curbs on 67th Street, 68th Street, 69th Street, 70th Street and Gulf Drive as needed; and removal and replacement of existing concrete sidewalks as needed throughout Holmes Beach in accordance with the contracted Unit Price Costs. ***ATTACHMENT C***

2. ***Cost and Work:***

   CONTRACTOR shall, at its own cost, provide all materials, equipment, permits, labor and everything of every sort which may be necessary for proper execution of all of the Work included in the Agreement, according to the true intent and meaning of this Agreement, including the drawings, plans, conditional and specifications, whether same are to be reasonable and obviously inferred therefrom.

3. ***Payment:***

   In consideration of performance of the Work as set forth in this Agreement and written acceptance of same by the **CITY**, the **CITY** agrees to pay to **CONTRACTOR Not to Exceed $90,000.00 (Ninety Thousand dollars and Zero cents).** Payment shall be made after presentation of an invoice, verification of the work by City, written releases of all vendors or subcontractors, and in accordance with Florida Prompt Payment Act.

4. ***Deadline:***

   CONTRACTOR agrees to complete the Work by ***September 30, 2016***, and to accept as full payment hereunder the amount listed above.

5. ***Liquidated Damages:***

   In the event that **CONTRACTOR** shall fail to complete the Work within the time limit provided, liquidated damages shall be paid at the rate of ***$300.00 (three hundred dollars and no cents)*** per day for each day in default. Sundays and legal shall be excluded in determining days in default.

6. ***Attorney Fees:***

   Should any party to the Agreement be required to sue to enforce its rights herein, the prevailing party in such litigation shall be entitled to receive from the non-prevailing party its fees and costs, including reasonable attorney's fees, for all pre-suit, suit and appellate proceedings.

7. ***Venue:***

   CONTRACTOR and **CITY** agree that this Contract shall be controlled and governed by the laws of the State of Florida. The venue/jurisdiction for any legal proceedings brought under this Agreement shall be in Manatee County, Florida.

8. Warranty:

All work and materials shall be guaranteed and warranted by **CONTRACTOR** for a minimum period of three (3) years from final acceptance by **CITY** to be free from defects due either to faulty materials or equipment of faulty workmanship. **CITY** shall provide **CONTRACTOR** with written notice upon discovery of any such defects with the guarantee/warranty period.

9. Remedies:

Upon receipt of such notification, Contractor shall remedy or replace defective workmanship and/or materials within ten (10) calendar days. These guarantee/warranty provisions create no limitations on the **CITY** as to any claims or legal actions for breach of guaranty or breach of warranty that the **CITY** might have against **CONTRACTOR** or others and do not constitute an exclusive remedy against **CONTRACTOR**.

10. Relationship of Parties:

It is understood that the relationship of **CONTRACTOR** to **CITY** is that of independent **CONTRACTOR**.

11. ***Assignment***:

This Agreement shall be binding upon the parties and shall not be assignable.

12. ***Public Entity Crimes***:

CONTRACTOR shall execute a sworn statement demonstrating that **CITY** informed **CONTRACTOR** of the provisions of Section 287.133(2)(a), Florida Statutes, concerning public entity crimes. ***ATTACHMENT B***

13. Drug Free Workforce:

CONTRACTOR shall comply with City's Drug Free Workplace policy and demonstrate compliance by executing the City's form regarding said policy prior to initiating the Work. ***ATTACHMENT A***

14. ***Insurance***:

CONTRACTOR shall provide the **CITY** with a certificate of insurance evincing commercial general liability insurance in the amount of $1,000,000 and workman's compensation insurance in the amount of $500,000. The Certificate of Insurance shall state that the City shall be notified in writing at least sixty (60) days prior to the cancellation of any policies.

15. Severability:

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect.

16. Compliance with Law:

CONTRACTOR shall perform all of the work required under this Agreement in accordance with applicable federal, state and local statutes, ordinances, rules and regulations, whether or not expressly set forth in the Agreement Documents. CONTRACTOR shall maintain all required State and Local Licenses. Said Licenses shall be valid during the life of this Contract.

17. Indemnification:

CONTRACTOR assumes all risk of loss or injury to property or persons caused by its performance of this Agreement. The Contractor agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants from and against any and all such suits, actions, legal proceedings, claims, demands, damages, cost, liabilities, losses or expenses (including but not limited reasonable attorney's fees caused by a willful or negligent act or omission of the contract or, its officers and employees. The City's liability hereunder is subject to the limitations and provisions of Section 768.28, Florida Statutes, and nothing herein shall be deemed to waive the sovereign immunity of the City.

18. Public Records:

a. **CONTRACTOR** agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.071 (1)(a), Florida Statutes, in providing its services under this Agreement, it shall:

b. Keep and maintain any and all records that ordinarily and necessarily would be required by the City in order to perform the service;

c. Provide the public with access to publicly accessible records at the same terms and conditions that the City would provide such records to the public at a cost that does not exceed the amount set by Florida law for accessing and copying such records;

d. Ensure that any publicly accessible records that are exempt from disclosure as public records are not disclosed except as authorized by law;

e. Meet all legal requirements for retaining public records; and

f. Transfer at no cost to the City all publicly accessible records in possession of the Contractor upon completion of the project and termination of this Agreement;

g. Ensure that any electronic versions of these records are compatible with the City's information.

Notwithstanding any other provisions of this Agreement, the failure to observe the requirements of this section will constitute a material breach of this Agreement.

19. Notice:

All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances when personally delivered; three (3) business days after being deposited in the U.S. Mail, postage prepaid, certified or registered, or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to City:

City of Holmes Beach
Mayor Bob Johnson and
Copy to: Director of Public Works
5801 Marina Drive
Holmes Beach, FL 34217
Facsimile: 941-708-5812

If to Contractor:

Oneco Concrete & Asphalt, Inc.
P. O. Box 367
Oneco, FL 34264
(941) 744-9417

20. Amendment:

This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the City by the Holmes Beach City Commission and for the Contractor by a named officer and only if properly executed by all the Parties hereto.

21. The Following Attachments are made part of this contract:

ATTACHMENT A- Drug Free Work Place Certification
ATTACHMENT B- Public Contracting and Environmental Crimes Certification
ATTACHMENT C- Map of Work to be performed with Unit Price Cost Sheets

IN WITNESS WHEREOF, the Parties hereto set their hands on the day and year first above written.

Signed and delivered in the presence of:

CITY OF HOLMES BEACH

By: _____
Bob Johnson, Mayor

_____
Date

ATTEST:

_____
Stacey Johnston, City Clerk

CONTRACTOR:

Witnesses as to CONTRACTOR:

By: _____

_____

_____

Title: _____

_____
Date

ATTACHMENT A

Drug Free Work Place Certification

SWORN STATEMENT ON DRUG FREE WORK PLACES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Holmes Beach City Commissioners by Pam Jeffers
[print individual's name and title]
President For Oneco Concrete + Asphalt LLC
[print name of entity submitting sworn statement]
whose business address is: 3141 27th St E Bradenton, FL

and (if applicable) its Federal Employer Identification Number (FEIN) is 650886945 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it will provide a drug free work place by:

(1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by §893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

(i) the dangers of drug abuse in the work place;

(ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;

(iii) any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) the penalties that may be imposed upon employees for drug abuse violations.

(2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).

(3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:

(i) abide by the terms of the statement; and

(ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

(4) Notifying the County within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

(5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug free work place through implementation of sections (1) through (5) stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF HOLMES BEACH IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH ITIS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CITY DETERMINES THAT:

(1) Such person or entity has made false certification.

(2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or

(3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by subsection 3-101(7)(B).

Pam Jeffers
[Signature]

STATE OF FLORIDA
COUNTY OF Manatee

Sworn to and subscribed before me this 4th day of Aug., 2005 by Pamela Jeffers

Personally known X OR Produced identification _____
[Type of identification]

Notary Public Signature Michelle Leigh Woodham

MICHELLE LEIGH WOODHAM
MY COMMISSION # FF 034200
EXPIRES: July 8, 2017

[Print, Type or Stamp Commissioned Name of Notary Public]

My commission expires July 8, 2017

ATTACHMENT B

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Holmes Beach City Commissioners by Pam Jeffers
[print individual's name and title]
President for Oneco Concrete + Asphalt, Inc.
[print name of entity submitting sworn statement]

whose business address is: 3141 27th St E Bradenton, FL 34208

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0886945. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the City that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of City, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the City's Project Manager, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the City's Project Manger. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the City.

I UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE CITY DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

[Signature]

STATE OF FLORIDA
COUNTY OF Manatee

Sworn to and subscribed before me this 4th day of August, 2015 by

Personally known X OR Produced identification.

Michelle Leigh Woodham
Notary Public Signature

Type of Identification

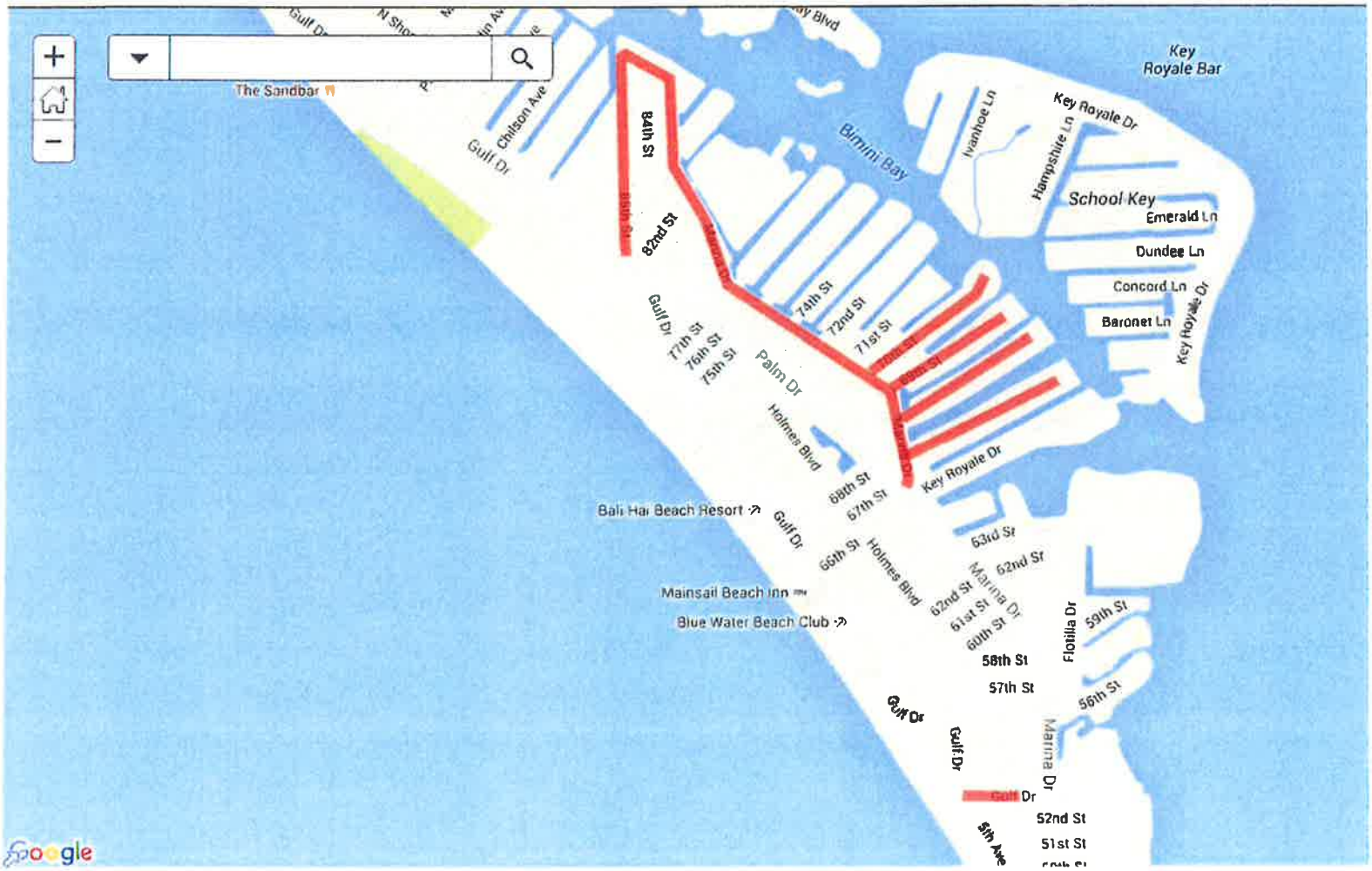
MICHELLE LEIGH WOODHAM
MY COMMISSION # FF 034200
EXPIRES: July 8, 2017

[Print, type or stamp Commissioned name of Notary Public]

My commission expires July 8, 2017

Signatory Requirement - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

ATTACHMENT C



ATTACHMENT C

TABULATION IFB #12-1479-DS ROAD BUILDING MATERIALS		P1301397 Oneco Concrete & Asphalt P.O. Box 367 Oneco, FL 34264
VI.3	MODIFIED TYPE "F" CURB	
0 - 500 LF		$20.00 / PER LF
501 - 2,000 LF		$15.00 / PER LF
OVER 2,000 LF		$13.00 / PER LF
DELIVERY DAY AFTER RECEIPT OF ORDER		15 / DAYS
VI.4	TYPE "A" MEDIAN CURB & GUTTER - Spec: M.C. 201.0 & 201.3	
0 - 500 LF		$16.00 / PER LF
501 - 2,000 LF		$12.00 / PER LF
OVER 2,000 LF		$11.00 / PER LF
DELIVERY DAY AFTER RECEIPT OF ORDER		15 / DAYS
VI.5	FDOT HEADWALLS	
ITEMS INCLUDE REBAR		$700.00 / PER CY
VI.6	TYPE "D" HIGHBACK CURB - Spec: Manatee County 201.0 & 201.4	
0 - 500 LF		$15.00 / PER LF
501 - 2,000 LF		$10.00 / PER LF
OVER 2,000 LF		$10.00 / PER LF
DELIVERY DAY AFTER RECEIPT OF ORDER		15 / DAYS
VI.7	TYPE "E" CURB - FDOT INDEX 300	
0 - 500 LF		$19.00 / PER LF
501 - 2,000 LF		$12.00 / PER LF
OVER 2,000 LF		$10.00 / PER LF
DELIVERY DAY AFTER RECEIPT OF ORDER		15 / DAYS
VI.8	TYPE "A" VALLEY CROSSING - Spec: Manatee County 201.6	
TYPE "A" VALLEY CROSSING		$30.00 / PER LF
MIAMI CURB & GUTTER ON RADIUS		$23.00 / PER LF
REMOVE NECESSARY PAVEMENT, BASE, CURB & GUTTER TO INSTALL NEW VALLEY CROSSING		$17.50 / PER LF
DELIVERY DAY AFTER RECEIPT OF ORDER		15 / DAYS

ATTACHMENT C

TABULATION IFB #12-1479-DS ROAD BUILDING MATERIALS		P1301397 Oneco Concrete & Asphalt P.O. Box 367 Oneco, FL 34264
VI.9	TYPE "B" VALLEY CROSSING - Spec: Manatee County 201.6	
TYPE "B" VALLEY CROSSING		$30.00 / PER LF
MIAMI CURB & GUTTER ON RADIUS		$22.00 / PER LF
REMOVE NECESSARY PAVEMENT, BASE, CURB & GUTTER TO INSTALL NEW VALLEY CROSSING		$17.50 / PER LF
DELIVERY DAY AFTER RECEIPT OF ORDER:		15 / DAYS
VI.10	CONSTRUCT SIDEWALK / DRIVEWAY	
2,500 PSI RANDOM x 4"		$20.00 / PER SY
3,000 PSI RANDOM x 4"		$21.75 / PER SY
2,500 PSI RANDOM x 4" WITH 6 x 6 #10 MESH		$22.00 / PER SY
3,000 PSI RANDOM x 4" WITH 6 x 6 #10 MESH		$24.50 / PER SY
2,500 PSI RANDOM x 6"		$22.00 / PER SY
3,000 PSI RANDOM x 6"		$26.50 / PER SY
2,500 PSI RANDOM x 6" WITH 6 x 6 #10 MESH		$28.50 / PER SY
3,000 PSI RANDOM x 6" WITH 6 x 6 #10 MESH		$29.75 / PER SY
PREPARATION (Grading, Shape, Base Preparation to include 6" Fill and/or Excavation)		$5.00 / PER SY
ADDITIONAL FILL		$13.50 / PER CY
ADDITIONAL EXCAVATION		$7.00 / PER CY
DELIVERY DAY AFTER RECEIPT OF ORDER:		15 / DAYS
VI.11	MISCELLANEOUS CONCRETE FORMED AND POURED	
3,000 PSI		$450.00 / PER CY
4,000 PSI		$475.00 / PER CY
DELIVERY DAY AFTER RECEIPT OF ORDER:		15 / DAYS
VI.12	REBAR	
ITEMS TO BE USED WITH MISCELLANEOUS		$3.50 / PER LB
DELIVERY DAY AFTER RECEIPT OF ORDER:		15 / DAYS
SECTION VI - CURB & GUTTER, SIDEWALKS AND DRIVEWAYS		
VI.13	REMOVE CONCRETE SIDEWALK / DRIVEWAY (2500 PSI)	
4" THICKNESS	0 - 100 SF	$5.00 / PER SF
	101 - 250 SF	$4.00 / PER SF
	251 - 500 SF	$3.00 / PER SF
	OVER 500 SF	$3.00 / PER SF
6" THICKNESS	0 - 100 SF	$6.00 / PER SF
	101 - 250 SF	$5.00 / PER SF
	251 - 500 SF	$4.50 / PER SF
	OVER 500 SF	$3.50 / PER SF
DELIVERY DAY AFTER RECEIPT OF ORDER		15 / DAYS

ATTACHMENT C

TABULATION IFB #12-1479-DS ROAD BUILDING MATERIALS		P1301397 Oneco Concrete & Asphalt P.O. Box 367 Oneco, FL 34264
VI.14	REMOVE CONCRETE CURB & GUTTER	
0 - 100 SF		$10.00 / PER SF
101 - 250 SF		$7.00 / PER SF
251 - 500 SF		$5.00 / PER SF
OVER 500 SF		$4.00 / PER SF
DELIVERY DAY AFTER RECEIPT OF ORDER		15 / DAYS
VI.15	CONSTRUCT ASPHALT SIDEWALK / DRIVEWAY - Price to include excavation, asphalt material, labor and equipment	
ASPHALTIC CONCRETE - TYPE III	4' x 4"	$27.00 / PER LF
	5' x 4"	$29.00 / PER LF
	6' x 4"	$31.00 / PER LF
	8' x 4"	$33.00 / PER LF
	4' x 6"	$33.50 / PER LF
	5' x 6"	$35.00 / PER LF
	6' x 6"	$42.00 / PER LF
	8' x 6"	$44.00 / PER LF
DELIVERY DAY AFTER RECEIPT OF ORDER		15 / DAYS
SECTION VI - CURB & GUTTER, SIDEWALKS AND DRIVEWAYS		
VI.16	PREPARATION FOR CURB & GUTTER (NEW NOT REPLACED)	
PREPARATION +/- 6"		$4.00 / PER LF
ADDITIONAL FILL		$13.50 / PER CY
ADDITIONAL EXCAVATION		$7.00 / PER CY
DELIVERY DAY AFTER RECEIPT OF ORDER		15 / DAYS
VI.17	CONCRETE PUMPING	
CONCRETE PUMPED		$150.00 / PER HOUR
CONCRETE PUMPED		$1,500.00 / PER DAY
DELIVERY DAY AFTER RECEIPT OF ORDER		15 / DAYS

ATTACHMENT C

TABULATION IFB #12-1479-DS ROAD BUILDING MATERIALS	P1301397 Oneco Concrete & Asphalt P.O. Box 367 Oneco, FL 34264
VI.18 ADA TRUNCATED DOME FURNISHED / INSTALLED	
FURNISH & INSTALL	$40.00 / PER SQ FT
DELIVERY DAY AFTER RECEIPT OF ORDER	15 / DAYS
VI.19 STANDARD MAIL BOX RELOCATE	
STANDARD MAILBOX RELOCATE	$25.00 / PER EACH
VI.20 IRRIGATION CAP	
IRRIGATION CAP	$10.00 / PER EACH
SECTION VII - TRAFFIC CONTROL	
Overtime Surcharge shall be at the rate of:	$2,500.00 Per Day

#9

CITY OF HOLMES BEACH, FLORIDA
RESOLUTION 15-12

A RESOLUTION OF THE CITY OF HOLMES BEACH URGING MEMBERS OF THE FLORIDA LEGISLATURE TO SUPPORT THE FOLLOWING ISSUES DURING THE 2016 LEGISLATIVE SESSION

WHEREAS, as Florida's population continues to increase, cities are challenged to meet the service demands and infrastructure needs to account for new growth; and

WHEREAS, a majority of Florida's municipalities are challenged to meet the increasing infrastructure, affordable housing, transportation, and water quality needs of their citizens; and

WHEREAS, the state has imposed greater accountability in comprehensive planning and fiscal feasibility standards on municipalities; and

WHEREAS, Florida's municipalities are dependent on other governmental entities for financial stability and presently the state, counties, and school districts, control every funding source that has been authorized for implementing growth management capital improvements and complying with concurrency requirements; and

WHEREAS, municipal self-determination and local self-government are constantly under attack from a variety of public and private interests; and

WHEREAS, the role and function of municipal government is constantly evolving from new demands from citizens and businesses.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF HOLMES BEACH:

Section 1. That the City of Holmes Beach, Florida urges Governor Rick Scott and members of the Florida Legislature to support legislation that:

- Prohibits local governments from bearing the cost of relocating utility equipment when the equipment is located within a public utility easement and needed to be relocated for transportation purposes, or for non-transportation purposes, regardless of the location.
- Repeals the state preemption of the regulation of vacation rental properties to allow local governments to regulate such properties to protect the health and welfare of residents, visitors and businesses and allows for changes to existing State law relating to vacation rentals to permit grandfathered local governments to modify existing short term vacation rental regulations without penalty.
- Provides a recurring funding source for programs and projects for water quality preservation and enhancement and encourages vulnerability assessments, coordinates resources and supports efforts of local governments to mitigate and adapt to the impact of sea level rise.
- Increases funding for the Community Development Block

Grant (CDBG) program which funds local community development activities such as affordable housing, anti-poverty programs and infrastructure development.

- Preserves municipal revenues generated under the Communication Services Tax and the Local Business Tax.
- Plans and adequately funds basic mental health facilities and programs in Florida including additional psychiatric beds.
- Provides for the codification of the Florida Department of Retirement's interpretation of minimum benefits under Florida Statutes Chapter 175 and 185 Firefighter and Police Officers' municipal pension plans that was issued in 2012 and that provides local governments with flexibility in the use of insurance premium tax revenues.
- Defines and establishes minimum regulatory standards for Sober Home facilities and allows for more stringent local regulations of these facilities.

Section 2. That a copy of this resolution shall be provided to Governor Rick Scott, Senate President Andy Gardiner, House Speaker Steve Crisafulli, and members of the Manatee County and Sarasota County Legislative Delegations.

PASSED AND ADOPTED by the City of Holmes Beach this _____ day of November, 2015.

_____
Marvin Grossman

_____
Pat Morton

_____
Jean Peelen

_____
Judy Titsworth

_____
Carol Soustek

Approved by me this ____ day of November, 2015.

_____
Mayor Bob Johnson

Attest: _____
Stacey Johnston, MMC, City Clerk