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**COMMISSION MEETING
CITY OF ST. PETE BEACH**
155 Corey Avenue

Tuesday, September 22, 2015
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.
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. **Ordinances**
 - a. **Ordinance 2015-24, Final Reading and Public Hearing, an ordinance of the City of St. Pete Beach, Florida setting the millage rate for fiscal year 2016.**
 - b. **Ordinance 2015-23, Final Reading and Public Hearing providing for an amendment of Appendix A - Fee Schedule of the code of ordinance implementing a 9.75% increase in wastewater fees**

- c. **Ordinance 2015-25, Final Reading and Public Hearing adopting a budget for the fiscal year ending September 30, 2016, providing appropriations and providing for an effective date.**
- 5. **Consent**
 - a. **Approval of City Commission minutes: August 25, 2015 Executive Session and the August 25, 2015 Regular Meeting.**
 - b. **Authorization of a payment to Gulf Coast Auto Body & Service in the amount of \$11,979.29 for vehicle damage repairs.**
 - c. **Authorize the City Manager to accept a proposal from Florida Safety Contractors, Inc., for construction of pedestrian walkway on E. Maritana Dr.**
 - d. **Authorization to approve special event application and for 2nd Annual Sunset Scream on Saturday, October 31 from 2pm – 12am.**
 - e. **Authorization to approve special event application and street closure for Gulf Beaches Fish Broil. Closures would be 85th between Blind Pass Rd and Boca Ciega Dr. Closures would be in effect on Saturday, October 10 from 12-8pm.**
 - f. **Authorize the City Manager to enter into a one year agreement for Fiscal Year 2015-2016 with PSTA for trolley and DART Services**
- 6. **Action Items**
 - a. **Authorization to approve a request to waive \$3,483.47 owed to the city by Beach Goes Pop's 2015 event held in April of this year.**
 - b. **Authorize the City Manager to enter into a Purchasing Agreement with Gator Dredging for \$245,173 for Repairs to Seawalls at 59th Avenue (2) and Coquina Way Circle (1).**
 - c. **Authorize the City Manager to enter into a purchase agreement with Jam 5:20 Construction for \$49,561 for Bathroom Renovations at Fire Station #23.**
 - d. **Authorize City Manager to enter into a Purchase Agreement with Underground Infrastructure Technologies (UIT) for \$346,180 for the Wastewater System Inspection and Cleaning component of the City's Inflow & Infiltration (I & I) Study.**
 - e. **Authorize the City Manager to enter into a purchase agreement with PlanActive not to exceed \$78,500.00 to provide Design Services associated with the Pass-a-grille overlay district.**

- f. Authorize the City Manager to proceed with Holiday Decoration option selected by Commission.**
 - g. Authorization for the Mayor and City Manager to enter into a collective bargaining agreement with the Communication Workers of America for October 1, 2015 to September 30, 2018**
 - h. Approval to provide a 3% merit increase to employees in the MAPS (Managerial, Administrative, Professional & Supervisory) pay plan for Fiscal Year 2016.**
- 7. Ordinances**
 - a. Ordinance 2015-21, Final Reading and Public Hearing amending the Land Development Code regarding outdoor drinking and dining within certain zoning districts within the Community Redevelopment District, providing for a permitting process for outdoor Drinking and Dining approval and allowing use of the sidewalk.**
 - b. Ordinance 2015-26, Final Reading and Public Hearing providing for an amendment to the Code of Ordinances regarding Flood Management.**
- 8. Resolutions – No items submitted at this time.**
- 9. Items for Discussion**
 - a. Parking on Corey Avenue.**
 - b. Litigation Update: James Anderson v. City of St. Pete Beach and Chmielewski v. City of St. Pete Beach**
- 10. Audience Comments 2** - Comments shall be limited to 3 minutes per person to issues not on the agenda, 21 minutes in total.
- 11. City Clerk, City Manager, City Attorney and City Commission Reports**
- 12. Adjournment**

APPEAL: If a person decides to appeal any decision made at this meeting, he/she will need a record of the proceeding and, for such purpose, will need to ensure that a verbatim recording of the meeting is made that includes the testimony and evidence on which to base the appeal. (Florida Statute 286.0105) The City does not furnish verbatim transcripts. Interested parties should make the necessary arrangements for verbatim transcripts.

AMERICANS WITH DISABILITIES ACT: In accordance with the Americans with Disabilities Act and Florida Statutes, Chapter 286.26, persons needing special accommodations to participate in a meeting should contact City Hall at (727) 367-2735 no later than four (4) days prior to the meeting for assistance.

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

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

Issue Considered: Final Reading Ordinance 2015-24 setting the millage Rate for Fiscal Year 2016

Date: September 22, 2015

Prepared By: Elaine Edmunds, Administrative Services Director

Summary of Issue: The proposed 3.1500 operating millage (\$3.15 per \$1,000 of taxable valuation) is equal to the current year millage rate and .2195 higher than the rolled-back rate. The proposed millage rate will generate approximately \$7,224,194 in ad valorem taxes which is \$531,519 higher than the previous year's tax revenue.

The above millage rate will fund the proposed expenditures for fiscal year 2016 with \$137,206 going toward reserves. This millage is 7.49% higher than the rolled-back of 2.9305 and will result in an overall increase of tax revenue to the City.

Requested Motion: "I move that Ordinance No. 2015-24 (please read ordinance in its entirety) be approved on final reading."

Attachment: Ordinance 2015-24

**Reviewed by
City Manager:** WS

ORDINANCE NO. 2015-24

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA; ADOPTING A FINAL MILLAGE RATE FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2016: PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ST. PETE BEACH, FLORIDA, DOES ORDAIN:

Section 1. That a millage levy of 3.1500 general and operative levy is hereby fixed and adopted for the fiscal year of the City ending on September 30, 2016 and shall be placed upon the total taxable assessed valuation of property of any kind liable for and subject to taxation by the City of St. Pete Beach, Florida, including real and personal property, lying within the City of St. Pete Beach, Florida.

Section 2. Said monies as raised by the levy of 3.1500 mills, estimated at \$7,224,194 shall be used for the general operation of the City of St. Pete Beach including, but not limited to, salaries, insurance and energy costs and transfers for capital projects for the afore-mentioned fiscal period.

Section 3. The fiscal year 2016 operating millage rate of 3.1500 mills is higher than the rolled-back rate of 2.9305 mills by 7.49%.

Section 4. That a certified copy of this ordinance shall be forwarded to the Property Appraiser of Pinellas County, Florida, together with a request that the aforementioned levies be made by her office on behalf of the City of St. Pete Beach for the Fiscal Year 2015-2016.

Section 5. This ordinance shall become effective immediately upon its final passage.

Maria Lowe, Mayor

FIRST READING: _____
PUBLISHED _____
FINAL READING: _____
PUBLIC HEARING: _____

I, Rebecca 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 _____, 2015.

Rebecca Haynes, City Clerk

**ST. PETE BEACH CITY COMMISSION
AGENDA REPORT**

Issue Considered: Ordinance 2015-23, Final Reading and Public Hearing, providing for wastewater fee adjustments in Fiscal Year 2016

Date: September 22, 2015

Prepared By: Elaine Edmunds, Administrative Services Director

Summary of Issue: Due to the age and condition of the wastewater fund infrastructure, the City has experienced a significant increase in the number of capital projects necessary to upgrade the overall system. Earlier this fiscal year, staff contracted with Public Resource Management Group to update the City of St. Pete Beach Wastewater rate model. Results of that study showed that a 9.75% rate increase is necessary in Fiscal Year 2016 to provide adequate funding and reserves.

The model did project future increases may be necessary. However, staff is only recommending an increase in fiscal year 2016 to meet the immediate need and will re-evaluate the revenue projections in future years.

Requested Motion: “I move to approve Ordinance 2015-23(read title)”

Attachments: Ordinance 2015-23
Dashboard

Reviewed by:
City Manger: WS

ORDINANCE 2015-23

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AN AMENDMENT OF APPENDIX A – FEE SCHEDULE OF THE CODE OF ORDINANCE IMPLEMENTING A 9.75% INCREASE IN WASTEWATER FEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES, IN CONFLICT HERewith, TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, notice of this ordinance has been provided in accordance with applicable law; and

WHEREAS, wastewater fees are reviewed annually by staff during fiscal year budget preparation and adjustments are recommended to City Commission; and

WHEREAS, for the benefit of the residents of St. Pete Beach it is imperative to fund improvements to the wastewater infrastructure as well as maintaining adequate operating and capital reserves for the wastewater system; and

WHEREAS, wastewater rates last increased 4% on October 1, 2013; and

WHEREAS, the City Commission has found this Ordinance to be in the best interest of the health, safety and welfare of the citizens of the City;

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, HEREBY ORDAINS:

Section One. Part II – Code of Ordinances, Appendix A Fee Schedule, Wastewater User Fees shall be increased by 9.75% as follows:

WASTEWATER USER FEES

Monthly wastewater (sewer) rates shall be charged to all customers using the wastewater (sewer) utility system of the city. The rate is based on a base component, flow component (3,000 gallons), rate for usage (1,000 gallons) over flow component, purchased wastewater (sewer) treatment pass-through, and annual index adjustment. Each wastewater (sewer) customer shall be billed as follows:

Residential base rate: ~~\$26.37~~ \$28.94 for the first 3,000 gallons, or fraction thereof, of potable water used per residential unit.

Residential excess rate: ~~\$8.70~~ \$9.55 for each 1,000 gallons, or fraction thereof, of potable water used by the customer in excess of the residential base rate.

Commercial base rate: ~~\$26.37~~ \$28.94 for the first 3,000 gallons, or fraction thereof, of potable water used by the customer.

Commercial excess rate: ~~\$8.70~~ \$9.55 for each 1,000 gallons, or fraction thereof, of potable water used by the customer in excess of the commercial base rate.

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

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

Section Four. This ordinance shall become effective upon October 1, 2015.

Maria Lowe, MAYOR

FIRST READING : _____
PUBLISHED : _____
SECOND READING : _____
PUBLIC HEARING : _____

I, Rebecca 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 _____, 2015.

Rebecca Haynes, City Clerk

Exhibit 1
City of St. Pete Beach, Florida
Wastewater System Financial Model

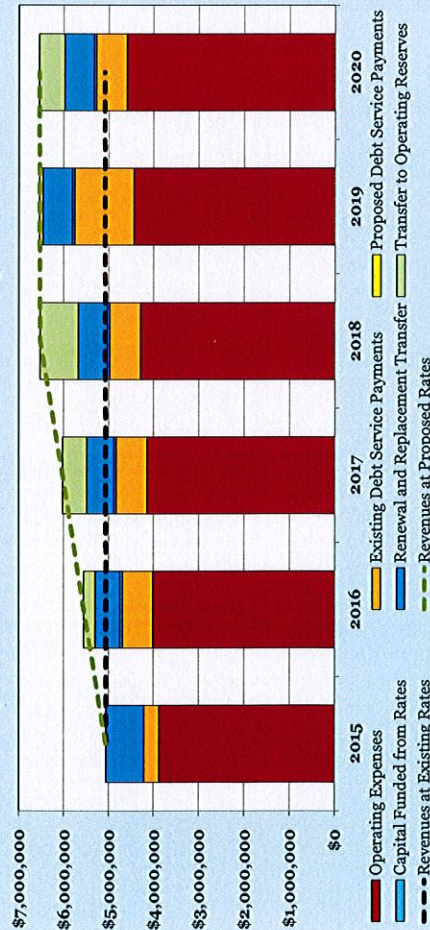
Performance Dashboards & Financial Metrics

Proposed Rate Revenue Adjustments:	Fiscal Year Ending September 30th.				
	2015	2016	2017	2018	2019
Wastewater System Rate Adjustment [1]	0.00%	9.75%	8.25%	8.25%	0.00%
Effective Month of Increase	Oct.	Oct.	Oct.	Oct.	Oct.
Percentage of Year Effective	100%	100%	100%	100%	100%
Cumulative Effective Increase	0.00%	9.75%	18.80%	28.61%	28.61%
Average Residential Bill @ 6,000 Gallons	\$52.47	\$57.59	\$62.34	\$67.48	\$67.48
Annual Revenue Surplus/Deficiency	\$0	\$0	\$0	\$0	\$0
[1] Adjustments assumed to be applied uniformly (or across the board) to all existing wastewater rates for service.					

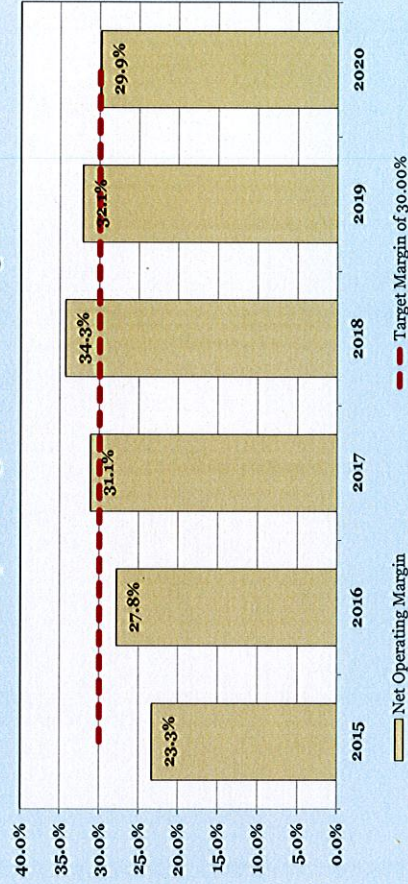
Fiscal Year Ending September 30th.				
2015	2016	2017	2018	2019
Operating Contingency (% of O&M)	1.00%	1.00%	1.00%	1.00%
Bad Debt Expense (% of Revenues)	0.25%	0.25%	0.25%	0.25%
R&R Transfer (% of Revenues) - Min.	10.00%	10.00%	10.00%	10.00%
R&R Transfer (% of Revenues) - Add'l.	5.00%	0.00%	0.00%	0.00%
Cash & Investment Interest Rates %	0.25%	0.25%	0.25%	0.25%

Financial Metric Inputs:				
All-In Debt Service Coverage	150.00%	115.00%	Subordinate Coverage	115.00%
Days of Cash Minimum	150	Operating Margin Target	30.00%	Min. R&R Balance
				\$100,000

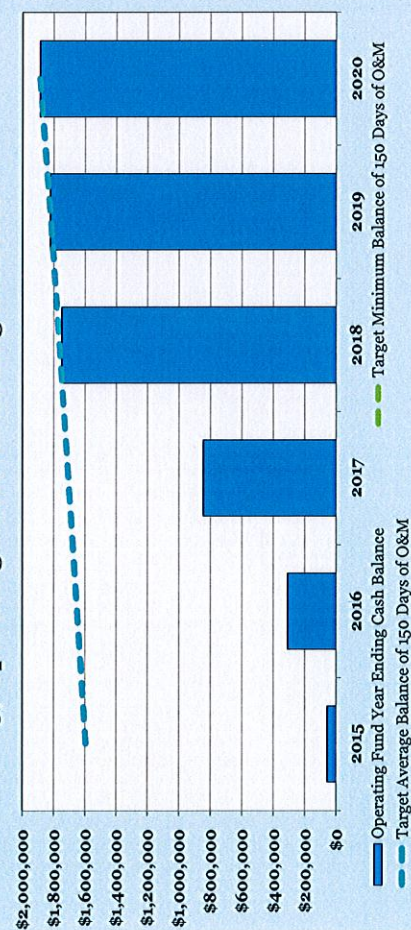
1) Projected Wastewater Revenue Requirements



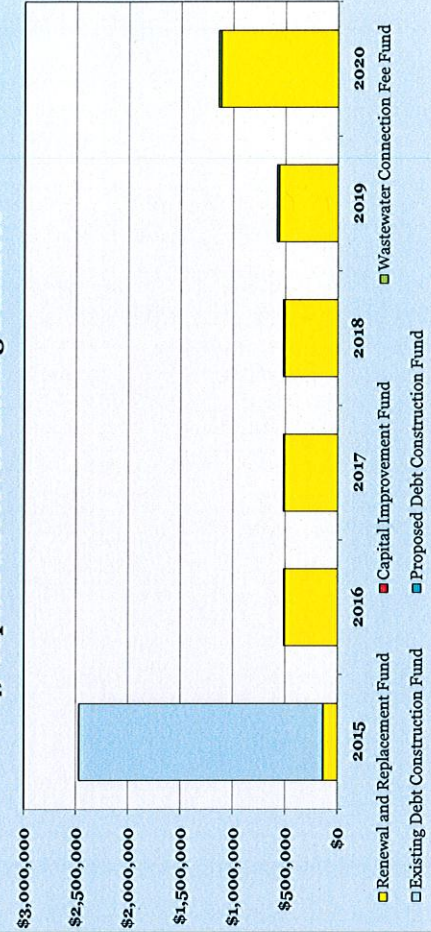
2) Net Operating Revenue Margin



3) Operating Reserves Ending Balances



4) Capital Reserves Ending Balances



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

Issue Considered: Final Reading – Ordinance 2015-25 Budget Ordinance for FY 2016

Date: September 22, 2015

Prepared By: Elaine Edmunds, Administrative Services Director

Summary of Issue: The FY 2015/16 Budget total for all funds is \$43,711,702. Exhibit A as referenced in the Ordinance can be viewed on the City website at <http://www.stpetebeach.org/city-departments/administrativeservices/finance.html>

The following is a brief summary by fund.

General Fund Overall General Fund expenditures are expected to increase from \$16,036,773 to \$16,768,231 or approximately 4.56%. This figure includes a transfer to the Capital Projects Fund of \$1,975,000. The operating millage rate of 3.1500 mills is equal to the current year's millage rate and .2195 higher than the rolled-back rate. Therefore there is an increase in property tax revenue of approximately \$531,519.

Wastewater Fund The budget includes a 9.75% rate increase in FY 2016 which will generate approximately \$747,654 in additional revenue.

Reclaimed Water The budget does not include a rate increase in FY 2016.

Stormwater Fund Revenue for this fund comes from two separate non-ad valorem assessments on all properties in the City. The budget reflects a 45% increase in the tier one assessment. This assessment is a flat amount on all properties. The assessment will increase from \$38.27 annually to \$55.49 annually. The tier two assessment reflects a 25% increase. This assessment varies based on the amount of impervious surface area a property has. The residential amount will increase from \$47.09 annually to \$58.86 annually. The increase in tier one and two assessments is projected to generate additional revenue of \$131,942 and \$87,406 respectively.

Capital Improvement Program (CIP) - The CIP includes a variety of improvement projects throughout the City plus loan payments on the community center, fire truck and the Series 2015 \$13 million capital revenue bond. The total amount budgeted for FY 2016 is \$14,540,926.

Requested Motion: "I move that Ordinance No. 2015-25, an ordinance of the City of St. Pete Beach, Pinellas County, Florida; adopting a budget for the fiscal year beginning October 1, 2015 and ending September 30, 2016; providing appropriations; and providing an effective date be approved on final reading."

Attachment: Ordinance No 2015-25

**Reviewed by
City Manager:** WS

ORDINANCE NO. 2015-25

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA; ADOPTING A BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2016; PROVIDING APPROPRIATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 166.241 Florida Statute requires each municipality to adopt a budget and make appropriations for each fiscal year; and

WHEREAS, Code Section 2.218(b) provides that the appropriation ordinance shall state in clear and precise terms that the budget is adopted by reference and is made a part of the ordinance and that the amounts therein are appropriated for the purposes and for the accounts indicated; and

WHEREAS, the City Manager has submitted a proposed annual budget to the City Commission as required by Section 4.04(e) of the City Charter; and

WHEREAS, the City Commission deems the proposed expenditures necessary and proper for the operation of the City Government and to provide for the health, safety, and welfare of its citizens.

THE CITY OF ST. PETE BEACH, FLORIDA, DOES ORDAIN:

Section 1. The annual budget for the Fiscal Year beginning October 1, 2015 and ending September 30, 2016, as attached hereto as Exhibit "A" ("the Budget") is adopted by reference and is made a part of this ordinance and the amounts thereon are appropriated for the purposes and for the accounts thereon indicated. The Budget adopts and appropriates the sums of money appropriated for expenditures within each fund as indicated below and as further described in as Exhibit A for the Fiscal Year ending on September 30, 2016:

General Fund	\$16,768,231
Wastewater Fund	\$ 6,959,810
Reclaimed Water	\$ 1,112,356
Stormwater Fund	\$ 4,330,379
Capital Improvement	\$ 14,540,926

Section 2. That for the period of October 1, 2015 through September 30, 2016 all monies of the City shall be expended as appropriated herein and in accordance with the City Charter and ordinances of the City.

Section 3. This ordinance shall become effective immediately upon its final passage.

Maria Lowe, Mayor

FIRST READING: _____
PUBLISHED _____
FINAL READING: _____
PUBLIC HEARING: _____

I, Rebecca 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 _____, 2015.

Rebecca Haynes, City Clerk

CITY COMMISSION MEETING – EXECUTIVE SESSION

MINUTES

AUGUST 25, 2015

5:00 P.M.

CALL TO ORDER

Vice Mayor Finnerty called the meeting to order at 5:07 p.m.

PLEDGE OF ALLEGIANCE

PRESENT:

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

ABSENT:

Maria Lowe, Mayor (excused)

ALSO PRESENT:

Wayne Saunders, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk

1. Litigation Topic

- a. James Anderson v. City of St. Pete Beach, et al.; Case Nos. 2D12-5969 and L.T.: 11-1319-C1

Vice Mayor Finnerty announced the commencement of an attorney-client executive session.

City Attorney Andrew Dickman stated the discussion will be limited to the possible settlement of the case.

2. Adjourn to Closed Session

Vice Mayor Finnerty adjourned the meeting to a closed session at 5:10 p.m.

3. Reconvene to Public Session

Vice Mayor Finnerty reconvened the meeting to a public session.

4. Adjournment of Executive Session

Vice Mayor Finnerty announced the termination of the attorney-client executive session at 5:28 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Terri Finnerty, Vice Mayor

Minutes approved on: _____

CITY COMMISSION MEETING

MINUTES

AUGUST 25, 2015

6:00 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENT:

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

ALSO PRESENT:

Wayne Saunders, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk
Jennifer Bryla, Community Development Director

1. Presentations

There were no presentations for this meeting.

2. Changes to the Agenda

City Manager Wayne Saunders requested Item 6(b) be pulled from the agenda and tabled to the next Commission meeting.

Commissioner Premer moved to table Item 6(b), Ordinance 2015-15, to date certain of September 9, 2015. The motion was seconded by Commissioner Falkenstein.

Mayor Lowe called for audience comments.

Hearing no audience comments, Mayor Lowe called for the vote.

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

3. Audience Comments

Rosemary Manning, 1st Avenue, commented on an e-mail previously sent to Mayor Lowe and Commissioner Pletcher and requested specific locations when discussing Items 6(d) and 6(e). Ms. Manning further commented on the Sheriff's Office response to dogs on the beach and signage warning of strong rip currents along the Intracoastal waterway.

Yvonne Marcus, Vice President of Corey Avenue Business Association, submitted a petition, signed by merchants on Corey Avenue, opposing drinking and dining on sidewalks.

4. Consent

- a. Approval of City Commission minutes from the following meetings: July 14, 2015 Regular; July 28, 2015 Workshop; July 28, 2015 Regular; and August 11, 2015 Executive Session
- b. Authorize the City Manager to sign the Underground Conversion Agreement Based on a Binding Cost Estimate of \$738,366.96 from Duke Energy for the Pass-A-Grille Way Reconstruction from W. Maritana Drive to 19th Avenue Project
- c. Authorization to enter into an agreement with the Pinellas County Property Appraiser and the Pinellas County Tax Collector for Consultant Audit Services of Homestead Fraud Audits

City Manager Saunders reviewed the items and recommended approval.

Commissioner Pletcher moved to approve the Consent Items 4(a), (b) and (c) as submitted. The motion was seconded by Commissioner Falkenstein.

Mayor Lowe called for audience comments.

Hearing no audience comments, Mayor Lowe called for the vote.

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

5. Action Items

There were no action items for this agenda.

6. Ordinances

- a. Ordinance 2015-14. Final Reading and Public Hearing, an ordinance of the City of St. Pete Beach, Florida providing a supplemental appropriation for fiscal year 2015 to the General, Wastewater, Reclaimed Water, Stormwater and Capital Project Funds and providing for funding

City Manager Saunders explained that the proposed ordinance provides for routine adjustments to revenue and expenditures that occur throughout the year.

Vice Mayor Finnerty moved to approve Item 6(a), Ordinance 2015-14, an ordinance of the City of St. Pete Beach, Florida providing for a supplemental appropriation to the General, Wastewater, Reclaimed Water, Storm Water and Capital Improvement Funds for Fiscal Year ending September 30, 2015; providing for funding; providing for an effective date. The motion was seconded by Commissioner Premer.

Mayor Lowe called for audience comments.

Hearing no audience comments, Mayor Lowe called for the vote.

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

- b. Ordinance 2015-15, Final Reading and Public Hearing providing for an amendment to the Code of Ordinances regarding Flood Management

Item 6(b) was previously tabled to date certain of September 9, 2015.

- c. Ordinance 2015-16, Final Reading and Public Hearing, Text Amendment to the Land Development Code section 40.9 relating to overhangs within the CRD-EA

Jennifer Bryla, Community Development Director, reviewed the content of the proposed ordinance that encompasses the Community Redevelopment District – Eighth Avenue (CRD-EA) which includes 8th Avenue, 9th Avenue, the alley between both avenues, and Gulf Way. The ordinance provides for setbacks in the area reflective of historic structures.

Commissioner Pletcher moved to approve Item 6(c), Ordinance 2015-16, an ordinance of the City of St. Pete Beach, Pinellas County, Florida, providing for amendments to the Land Development Code; amending Division 40, Section 40.9 pertaining to setbacks for the Eighth Avenue Community Redevelopment District; providing for the repeal of ordinances or parts of ordinances in conflict herewith, to the extent of such conflict; providing for severability; and providing for an effective date. The motion was seconded by Commissioner Premer.

Mayor Lowe called for audience comments.

Hearing no audience comments, Mayor Lowe called for the vote.

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

- d. Ordinance 2015-20, First Reading and Public Hearing, Amending the Land Development Code regarding outdoor Drinking and Dining within certain zoning districts within the Community Redevelopment District. Providing for a permitting process for outdoor Drinking and Dining approval and prohibiting use on the sidewalk

No action was taken on Item 6(d).

- e. Ordinance 2015-21, First Reading and Public Hearing, Amending the Land Development Code regarding outdoor Drinking and Dining within certain zoning districts within the Community Redevelopment District. Providing for a permitting process for outdoor Drinking and Dining approval and allowing use on the sidewalk

Ms. Bryla reported that only districts within the Community Redevelopment District would be affected by the proposed ordinance. The zoning districts include TC-1 (Town Center), TC-2 (Town Center), DCR (Downtown Core Residential) and CG-2 (Commercial General).

City Manager Saunders further reported that Ordinance 2015-20 prohibits drinking and/or dining on sidewalks, and Ordinance 2015-21 allows drinking and/or dining on sidewalks with an approved conditional use permit.

Both ordinances allow for drinking and/or dining on the street with an approved conditional use permit.

Commissioner Premier moved to approve Item 6(e), Ordinance 2015-21, an ordinance of the City Commission of the City of St. Pete Beach, Florida, amending the City of St. Pete Beach Land Development Code by amending Section 2.1 of Division 2, Definitions, relating to commercial kitchen, eating and drinking establishments, outdoor dining and outdoor drinking; amending Section 6.24 of Division 6, Supplemental Regulations, relating to general, operational and permitting requirements and City authority for outdoor dining areas and outdoor drinking areas; amending Section 16.2 of Division 16, CG-2, Commercial District, adding commercial kitchen, full-service restaurant, limited service restaurant as permitted uses and deleting sit-down restaurants as a permitted use; amending Section 16.4 of Division 16, CG-2, Commercial District, adding restaurant with drive-through service, take-out only restaurant, bar/lounge as conditional uses and deleting bar (cocktail lounges, saloons), nightclubs, fast food

restaurants, outdoor restaurants, and sidewalk café as conditional uses; amending Section 30.2 of Division 30, TC-1, Town Center Core District, adding full service restaurant, limited service restaurant, take-out only restaurant, bar/lounge, and commercial kitchen as permitted uses and deleting eating and drinking establishments with or without outdoor seating as a permitted use; amending Section 34.4, Prohibited Uses and Structures of Division 34, to allowable conditional uses adding full-service restaurant; amending Section 34.5 from general requirements to prohibited uses and structures; amending Section 34.6 from density to general requirements; amending Section 34.7 from building height to density; amending Section 34.8 from setbacks to building height; amending Section 34.9 from maximum impervious surface ratio to setbacks; amending Section 34.10 from minimum off-street parking requirements to maximum impervious surface ratio; amending Section 34.11 from landscaping to minimum off-street parking; amending Section 34.12 from design requirements to landscaping; amending Section 34.13 from signs to design requirements; creating Section 34.14, Signs; amending Section 37.2 of Division 37, TC-2 Town Center Corey Circle and Coquina West Districts, adding full-service restaurant, limited service restaurant, bar/lounge as permitted uses and deleting eating and drinking establishments with or without outdoor seating as permitted uses; amending Section 37.5 of Division 37, TC-2 Town Center Corey Circle and Coquina West Districts adding Coquina West Districts, adding take-out only restaurant as a conditional use, providing for publication in accordance with the requirements of law; and providing for an effective date. The motion was seconded by Falkenstein.

Mayor Lowe called for audience comments.

Lorraine Huhn, Blind Pass Road, encouraged thinking in terms of strategy, current needs and future needs for both East and West Corey Avenue.

Robbie Caan, Simply Perfect on Corey Avenue, spoke in opposition to any business patrons who crowded the sidewalk and blocked the path to her store.

Yvonne Markus, Art Expo on Corey Avenue, recapped the petition submitted earlier in the meeting that opposes the consumption of alcohol in the public right-of-way. It was signed by business owners in the 300 to 400 blocks of Corey Avenue.

Kim Caliendo, Corey Avenue, spoke in support of drinking and dining on public sidewalks.

Mike Anderson, business owner, spoke in support of the proposed ordinance.

Rob Williams, Swigwam Bar on Corey Avenue, spoke in support of drinking and/or dining on sidewalks subject to a conditional use permit.

Carol Walker, Gulf Boulevard, commented that additional restaurants are needed on Corey Avenue instead of more drinking-only establishments.

Julie Sanders, no address provided, commented that more emphasis needs to be placed on residents and less on Corey Avenue Business Association.

John Christian, Gulf Boulevard, asked if the conditional use permit process will be available to all restaurants in the district.

Hearing no further audience comments, Mayor Lowe called for the vote.

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

7. Resolutions

- a. Resolution 2015-08, Adoption of a resolution pertaining to Chronic Nuisances fees

Vice Mayor Finnerty moved to approve Item 7(a), Resolution 2015-08, a resolution of the City Commission of the City of St. Pete Beach, Florida, adopting a chronic nuisance service cost schedule; adopting a re-inspection assessment schedule; and providing for an effective date. The motion was seconded by Commissioner Pletcher.

Mayor Lowe called for audience comments.

Kim Caliendo, Corey Avenue, commented in opposition to the proposed resolution.

Hearing no further audience comments, Mayor Lowe called for the vote.

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

- b. Resolution 2015-10, Adoption of a Resolution pertaining to Flood Local Mitigation Strategies (LMS)

Commissioner Pletcher moved to approve Item 7(b), Resolution 2015-10, a resolution of the City of St. Pete Beach, Pinellas County, State of Florida, adopting the county-wide Flood Local Mitigation Strategy. The motion was seconded by Commissioner Premer.

Mayor Lowe called for audience comments.

Hearing no audience comments, Mayor Lowe called for the vote.

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

8. Items for Discussion

Commissioner Falkenstein requested discussion in regard to beach parking along Corey Avenue be added to a future agenda.

9. Audience Comments

There were no audience comments.

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

City Clerk Haynes reported on the following item:

- The Suncoast League of Cities will sponsor the Ethics Training class on September 22, 2015, from 1:00 p.m. to 5:00 p.m. at the Community Center.

City Manager Saunders reported on the following item:

- Provided an update to the CRA plan drafted by Tindale-Oliver

City Attorney Dickman reported on the following item:

- Provided an update on free newspaper delivery and placement of delivery boxes

Commissioner Pletcher reported on the following items:

- Suggested a time limit for Commissioner comments or to place the information in a newsletter
- Provided an update on the Pass-A-Grille Way road reconstruction project

Commissioner Premier reported on the following items:

- Attended the Suncoast League of Cities meeting
- Encouraged residents to patronize local businesses during off-season
- Jim's Tackle Shack is going out of business
- Requested residents submit sunset photographs of St. Pete Beach to the Library for a chance to be included in a new 16-month calendar, which will go on sale around the Christmas holiday as a fund-raising event

Commissioner Falkenstein reported on the following items:

- The Library will be closed on August 28th for staff development day and on September 7th in honor of Labor Day
- Encouraged residents to draft a "Float Plan" for boating safety

Vice Mayor Finnerty reported on the following items:

- Attended the Florida League of Cities Annual Conference and will provide information on various topics
- Reminded Commissioners to schedule an appointment with Support Our Troops volunteer, Maureen Carr, to assist in packing a box to send to military members

- Attended a luncheon with Senator Nelson as a speaker and will provide points of interest in a later communication

Mayor Lowe reported on the following items:

- Disseminated information to Vice Mayor Finnerty from the Tradewinds & Sirata in regard to crosswalks and bus shelters
- Potential code violations
- The Youth Council will begin their program soon
- Attended numerous ribbon-cutting events and offered congratulations to the new businesses
- Provided contact information for Pass-A-Grille Way road reconstruction
- Milling on Gulf Boulevard will begin the end of September or the beginning of October

11. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 10:50 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Maria Lowe, Mayor

Minutes approved on: _____

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

Issue Considered: Authorization of a payment to Gulf Coast Auto Body & Service in the amount of \$11,979.29 for vehicle damage repairs.

Date: September 22, 2015

Prepared By: Dan O'Connor, Administrative Services Supervisor

Through: Elaine Edmunds – Administrative Services Director

Summary of Issue: On August 5, 2015 while responding to an emergency call Chief Kilpatrick was involved in a non-injury traffic crash involving a Fire Department vehicle. The other driver's insurance company assumed liability for the crash and issued a check to the City in the amount of \$11,979.29, the total estimated cost to repair the Fire Department vehicle.

Requested Motion: "I move to authorize payment to Gulf Coast Auto Body & Service in the amount of \$11,979.29 for vehicle damage repairs."

Attachments: Gulf Coast Auto Body & Service estimate.

**Reviewed by
City Manager:** WS

PAYMENT NO 1 19 664581 J
PAYMENT AMOUNT \$11,979.29
ISSUE DATE 08-25-2015
AUTHORIZED BY BURTON, SHENNA
PHONE (844) 292-8615

CLAIM NO 59-704W-854
LOSS DATE 08-05-2015
POLICY NO G145-290-59I
INSURED CONLIN, JAMES W

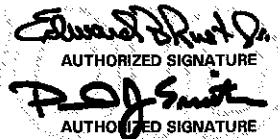
CITY OF ST PETE BEACH
155 COREY AVE
ST PETE BEACH FL 33706-1839

COVERAGE DESCRIPTION
PROPERTY DAMAGE LIABILITY

ON BEHALF OF
KILPATRICK, JAMES

AMOUNT
11,979.29

RETAIN STUB FOR RECORDS

		STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY		1 19 664581 J	
AUTO INJURY		JPMORGAN CHASE BANK, NA 56-1544/441			
INJ A1 OFFICE PA PCQ0717, P07B		COLUMBUS, OH 43240			
CLAIM NO	59-704W-854	INSURED	CONLIN, JAMES W	DATE	08-25-2015
LOSS DATE	08-05-2015				MM DD YYYY
*****EXACTLY*****					
ELEVEN THOUSAND NINE HUNDRED SEVENTY-NINE AND 29/100 DOLLARS				\$*****11,979.29	
Pay to the Order of: CITY OF ST PETE BEACH					
				 AUTHORIZED SIGNATURE	

GREEN DROPOUT APPEARS ON FACE OF DOCUMENT

VOID IF GREEN COLORED BACKGROUND IS MISSING

SECURED DOCUMENT WATERMARK APPEARS ON BACK, HOLD AT 45° ANGLE FOR VIEWING

1917664581 044115443 28

777145087

State Farm Insurance Companies
Supplements must be approved by State Farm®
Itemized supplement requests and any supporting documentation should be
e-mailed to suppteam3@statefarm.com or faxed to 866-846-0735
A Supplement Request form may be found on b2b.statefarm.com

*** ESTIMATE ***

08/24/2015 02:39 PM

Owner

Owner: CITY OF ST PETE BEACH
Address: 155 COREY AVE
City State Zip: ST PETE BEACH, FL
33706-1839

Work/Day: (727)363-9213
Home/Evening: (727)363-9213

Control Information

Claim # : 59-704W-85402
Loss Date/Time: 08/05/2015 08:00 AM

Insured Policy # :
Loss Type: Liability

Ins. Company: State Farm

Insured: State Farm Insured

Claimant: CITY OF ST PETE BEACH
Address: 155 COREY AVE
City State Zip: ST PETE BEACH, FL
33706-1839

Work/Day: (727)363-9213
Home/Evening: (727)363-9213

Claim Rep: Melva Rodgers
Address:

Work/Day: (844)292-8615x300

Inspection

Inspection Date: 08/24/2015 02:18 PM
Inspection Location: GULF COAST AUTO BODY &
SERVI
Address: 7201 GULF BLVD
City State Zip: ST PETE BEACH, FL 33706
Primary Impact: Right Rear Side
Driveable: No

Inspection Type: Field
Contact:
Home/Day: (727)367-2171

Secondary Impact:
Rental Assisted:

Assigned Date/Time:
First Contact Date/Time:

Received Date/Time: 08/24/2015 01:43 PM
Appointment Date/Time: 08/24/2015 01:57 PM

Appraiser Name: LARRY (HYBQ)

Appraiser License # :

Repairer

Repairer: GULF COAST AUTO BODY &
SERVIC
Address: 7201 GULF BLVD
City State Zip: ST PETE BEACH, FL 33706

Contact:
Work/Day: (727)367-2171
FAX: (727)360-9815

Vehicle

2013 Ford Explorer Police Intercptr 4 DR Wagon
 6cyl Gasoline 3.7
 6-Speed Automatic

Lic.Plates: 203207
Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Color: WHITE
Ext. Refinish: Two-Stage

Lic State: FL
VIN: 1FM5K8AR9DGA22227
Mileage: 31,461
Mileage Type: Non Readable
Code: P8473F
Int. Color:
Int. Refinish: Two-Stage

Options

2nd Row Head Airbags	4-Wheel Drive	AM/FM CD Player
Air Conditioning	Anti-Lock Brakes	Body-side Cladding
Bucket Seats	Center Console	Cruise Control
Dual Airbags	Floor Mats	Full Size Spare Tire
Halogen Headlights	Head Airbags	Heated W/S Wiper Washers
Heavy Duty Battery	Intermittent Wipers	LED Brakelights
Lighted Entry System	MP3 Decoder	Overhead Console
Power Adjustable Pedals	Power Brakes	Power Door Locks
Power Drivers Seat	Power Mirrors	Power Steering
Power Windows	Rear Spoiler	Rear Window Defroster
Rear Window Wiper/Washer	Rem Trunk-L/Gate Release	Side Airbags
Split Folding Rear Seat	Stability Cntrl Suspensn	Steel Wheels
Strg Wheel Radio Control	Tachometer	Tilt Steering Wheel
Tinted Glass	Tire Pressure Monitor	Traction Control System
Trip Computer	Trunk/Cargo Organizer	Velour/Cloth Seats

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
Stripes And Mouldings									
1	RI	91		Mldg,Rocker Panel RT	R & I Assembly			0.3	SM
2	RI	1316		Mldg,Front Door Lower RT	R & I Assembly			0.6	SM
3	E	1202		Flare,Wheel Opening RT	BB5Z7829164AA	\$146.02		INC	SM
Radiator Support									
4	E	970		Airbag Sensor,Front RT	BK2Z14B004A	\$81.45		0.2	ME
Wheels									
5	EU	1924		Wheel,Rear RT	RECYCLED PART	\$155.00	+25.00	0.3	SM
				>> LKQ Auto Parts of Florida 800-541-3011					
				>> 4950 W Highway 486					
				>> Crystal River FL 34423					
				>> Quote# 121438364344237, Stock# \$C46836-100, Danielle					
6	E	1994		Cap,Wheel Hub Rear RT	F87Z1130GB	\$48.47			SM
Rear Suspension									
7	E	766		Arm,Rear Suspension RT	DE9Z5500A	\$158.87		2.9	ME
8	E	842	01	Absorber,Rear Shock RT	DB5Z18125H	\$64.02		0.7	ME
9	I	1083		Bracket,Actuator RT	Repair			0.2*	ME
Roof									
10	E	857	01	Airbag,Roof LT	DB5Z78042D95A	\$907.30		1.0	ME

11	E	858	Airbag,Roof RT	DB5Z78042D94A	\$901.43		INC	ME
12	E	537	01 Headliner,Roof	EB5Z7851944LA	\$1,879.27		4.8	SM
Center Console And Seat Tracks								
13	E	825	Module,Airbag Control	EB5Z14B321A	\$625.98		0.7	ME
Front Doors								
14	BR	210	13 Pnl,Front Door Outer RT	Blend Refinish 1.2 Blend 0.6 Two-stage setup 0.6 Two-stage			2.4	RF
15	RI	352	W/Strip,Belt Outer R/F	R & I Assembly			0.6	SM
16	RI	230	Mirror,Outer R/C RT	R & I Assembly			0.3	SM
17	RI	235	Handle,Front Door Otr RT	R & I Assembly			0.2	SM
18	E	936	Airbag Sensor,Frt Door RT	DG1Z14B345A	\$63.83		0.2	ME
Rear Doors								
19	E	288	Door Shell,Rear RT	BB5Z7824630A	\$1,181.07		5.6	SM
20	L	288	Door Shell,Rear RT	Refinish 2.2 Surface 1.0 Edge 0.6 Two-stage			3.8	RF
Quarter And Rocker Panel								
21	BR	571	Panel,Bodyside Otr Up RT	Blend Refinish 0.6 Blend 0.3 Two-stage			0.9	RF
22	EU	390	Panel,Quarter RT >> LKQ Auto Parts of Florida 800-541-3011 >> 4950 W Highway 486 >> Crystal River FL 34423 >> Quote# 121438364344237, Stock# \$C49240-100, Danielle	RECYCLED PART	\$630.00	+25.00	21.4	SM
23	L	632	Panel,Quarter RT	Refinish 2.4 Surface 0.5 Two-stage			2.9	RF
24	L	397	Door,Fuel Filler RT	Refinish 0.3 Surface 0.1 Two-stage			0.4	RF
25	RI	397	Door,Fuel Filler RT	R & I Assembly			INC	SM
26	RI	396	Qtr Glass R & I RT	R & I Assembly			INC	SM
Inner Quarter & Panels								
27	E	300	Shield,Quarter Panel RT	BB5Z7828370A	\$86.25		INC	SM
28	E	967	Airbag Sensor,Qtr Pane RT	BK2Z14B004A	\$81.45		INC	ME
Rear Bumper								
29	N	519	Rear Bumper Cover R&I	ADDITIONAL OPERATION			INC	SM
30	I	519	Cover,Rear Bumper Up >> (RT SIDE OUTER)	Repair			2.6*	SM
31	L	519	Cover,Rear Bumper Up	Refinish 2.5 Surface 0.5 Two-stage 0.4 Feather, Prime & Block			3.4	RF
32	E	66	Cover,RR Bumper Lower	BB5Z17F828AA	\$196.49		2.8	SM
Manual Entries								
33	I	M03	Flex Additive	Sublet Repair	\$4.00*			RF
34	L	M14	Corrosion Protection	Refinish			0.5*	RF
35	N	M17	Cover Car Exterior	ADDITIONAL OPERATION	\$5.00*			SM
36	I	M18	Set-Up And Measure	Repair			2.0*	FR
37	I	M64	Unibody-Frame Alignment	Repair			3.0*	FR
38	N		Trim Section QP	ADDITIONAL OPERATION			3.0*	SM
39	I		Pinch Weld	Repair			0.5*	SM

40	L	Pinch Weld	Refinish		1.0*	RF*
41	EC	Eagle RS-A RR	** NON-OEM PART	\$230.42		SM
			Betterment		50	
		>> GOODYEAR 245/55R18 732026500 VSB 260 11 103V MEA 6/32.				
		>> Tire Rack				
		>> South Bend IN (800) 445-0179				
42	SB	MOUNT/BAL	Sublet Repair	\$15.00*		SM*
43	SB	URETHANE RPR KIT	Sublet Repair	\$18.00*		SM*
44	SB	RF DOOR DECAL	Sublet Repair			SM*
		>> (PER INVOICE)				
45	I	CLEAN/RETAPE	Repair		0.3*	SM*
		>> (VENT VISOR)				
45 Items						

MC Message

01 CALL DEALER FOR EXACT PART # / PRICE
 13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts	\$6,421.90	
Other Parts	\$1,020.42	
Paint & Materials	14.9 Hours @ \$26.00	\$387.40
Line Item Markup		\$196.25
Parts & Material Total		\$8,025.97
Parts & Material (Taxable)		

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$44.00	36.9	6.4	43.3	\$1,905.20
Mech/Elec (ME)	\$65.00	5.7	0.2	5.9	\$383.50
Frame (FR)	\$44.00		5.0	5.0	\$220.00
Refinish (RF)	\$44.00	15.3		15.3	\$673.20

Labor Total (Taxable)	69.5 Hours	\$3,181.90
Sublet Repairs (Taxable)		\$37.00
Towing		\$133.00
Taxable Total	\$11,244.87	
Tiered Tax 1	\$5,000.00 @ 7.000%	\$350.00
Tiered Tax 2	\$6,244.87 @ 6.000%	\$374.69
Tiered Tax 3	@	
Gross Total		\$12,102.56
Less: Betterment & Tax		\$123.27-
Net Total		\$11,979.29

For more information regarding State Farm's promise of satisfaction relating to new non-original equipment manufacturer (non-OEM) and recycled parts, please visit: <http://st8.fm/7X4> or QR code.



Register online to check the status of your claim and stay connected with State Farm®. To register, go to statefarm.com and select Check the Status of a Claim. If you are already registered, thank you!

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: PINELLAS

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0.4 HOURS OF REPAIR TIME WERE ALLOCATED TO FEATHER, PRIME & BLOCK AS INDICATED BY THE ESTIMATE PREPARER'S LABOR ITEMIZATION. FEATHER, PRIME & BLOCK LABOR IS REFLECTED UNDER THE REFINISH OPERATION FOR THE APPLICABLE DAMAGE ENTRY.

3.2 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.
ESTIMATE CALCULATED USING THE 2.5 HOUR MAXIMUM ALLOWANCE FOR TWO-STAGE REFINISH OF NON-FLEX, EXTERIOR SURFACES.

THIS IS AN ESTIMATE. REPAIR FACILITIES MUST INSPECT THE VEHICLE TO DETERMINE IF ANY REPAIRS NOT LISTED ARE REQUIRED, AND TO CONTACT STATE FARM BEFORE MAKING SUCH REPAIRS. REPAIRER ALSO IS RESPONSIBLE FOR CONDUCTING ANY NECESSARY INSPECTION AND SAFETY CHECKS PRIOR TO AND AFTER COMPLETING REPAIRS.

NOTE: FOR YOUR PROTECTION, THE LAW OF YOUR STATE REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM: ANY PERSON WHO KNOWINGLY, AND WITH THE INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURANCE COMPANY, FILES A STATEMENT OF CLAIM CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION, MAY BE GUILTY OF A FELONY AND SUBJECT TO CRIMINAL AND CIVIL PENALTIES. VIOLATION OF THIS PROVISION IS A FELONY OF THE THIRD DEGREE.

AND IN ADDITION TO THE ABOVE FOR THIRD PARTY (LIABILITY) CLAIMS ONLY FAILURE TO USE THE INSURANCE PROCEEDS IN ACCORDANCE WITH THE SECURITY AGREEMENT, IF ANY, COULD BE A VIOLATION OF S. 812.014, FLORIDA STATUTES. IF YOU HAVE ANY QUESTIONS, CONTACT YOUR LENDING INSTITUTION.

Op Codes

* = User-Entered Value	E = New Part	NG = Replace NAGS
EC = ** NON-OEM PART	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = ** NON-OEM PART	EU = RECYCLED PART
TE = Partial Replace Price	PM = REMAN/REBUILT PART	UM = REMAN/REBUILT PART
L = Refinish	PC = RECOND PART	UC = RECOND PART
TT = Two-Tone	SB = Sublet Repair	N = ADDITIONAL OPERATION
BR = Blend Refinish	I = Repair	IT = Partial Repair
CG = Chipguard	RI = R & I Assembly	P = Check
RP = RP-RELATED PRIOR		



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THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. THE AFTERMARKET CRASH PARTS USED IN THE PREPARATION OF THIS ESTIMATE ARE WARRANTED BY THE MANUFACTURER OR DISTRIBUTOR OF SUCH PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.

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Supplements must be approved by State Farm®
Itemized supplement requests and any supporting documentation should be
e-mailed to suppteam3@statefarm.com or faxed to 866-846-0735
A Supplement Request form may be found on b2b.statefarm.com

Recycled Real Steel Locate Report

Owner Name: CITY OF ST PETE BEACH
Claim # : 59-704W-85402

Vehicle

2013 Ford Explorer Police Interceptor 4 DR Wagon
6cyl Gasoline 3.7
6-Speed Automatic

Options

2nd Row Head Airbags	4-Wheel Drive	AM/FM CD Player
Air Conditioning	Anti-Lock Brakes	Bodyside Cladding
Bucket Seats	Center Console	Cruise Control
Dual Airbags	Floor Mats	Full Size Spare Tire
Halogen Headlights	Head Airbags	Heated W/S Wiper Washers
Heavy Duty Battery	Intermittent Wipers	LED Brake Lights
Lighted Entry System	MP3 Decoder	Overhead Console
Power Adjustable Pedals	Power Brakes	Power Door Locks
Power Drivers Seat	Power Mirrors	Power Steering
Power Windows	Rear Spoiler	Rear Window Defroster
Rear Window Wiper/Washer	Rem Trunk-L/Gate Release	Side Airbags
Split Folding Rear Seat	Stability Cntrl Suspensn	Steel Wheels
Strg Wheel Radio Control	Tachometer	Tilt Steering Wheel
Tinted Glass	Tire Pressure Monitor	Traction Control System
Trip Computer	Trunk/Cargo Organizer	Velour/Cloth Seats

Line	Part Description	Year/Make / Notes	VIN?	Cleanup	Supplier ID	Stock #
5	Wheel,Rear RT		Y		APU771281187360461	\$C46836-100
22	Panel,Quarter RT		Y		APU771281187360461	\$C49240-100

> = ESTIMATE TOTAL IS BASED ON PRICE QUOTED BY THIS SUPPLIER. REPAIRERS MAY USE THE SUPPLIER OF THEIR CHOICE AND MAY NEGOTIATE SPECIFIC TERMS OF PURCHASE WITH THAT SUPPLIER.

Detailed Distributor List

APU771281187360461 LKQ Auto Parts of Florida 800-541-3011 Quote# 121438364344237, Stock# \$C46836-100, Danielle
4950 W Highway 486
Crystal River FL 34423

Audatex Estimating 7.0.533 ES 08/24/2015 03:34 PM REL 7.0.533 DT 08/01/2015

Zip Code: 29578 Search Area: Default

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State Farm Insurance Companies
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Itemized supplement requests and any supporting documentation should be
e-mailed to suppteam3@statefarm.com or faxed to 866-846-0735
A Supplement Request form may be found on b2b.statefarm.com

*** ESTIMATE ***

08/24/2015 02:39 PM

Owner

Owner: CITY OF ST PETE BEACH
Address: 155 COREY AVE
City State Zip: ST PETE BEACH, FL
33706-1839

Work/Day: (727)363-9213
Home/Evening: (727)363-9213

Control Information

Claim # : 59-704W-85402
Loss Date/Time: 08/05/2015 08:00 AM

Insured Policy # :
Loss Type: Liability

Ins. Company: State Farm

Insured: State Farm Insured

Claimant: CITY OF ST PETE BEACH
Address: 155 COREY AVE
City State Zip: ST PETE BEACH, FL
33706-1839

Work/Day: (727)363-9213
Home/Evening: (727)363-9213

Claim Rep: Melva Rodgers
Address:

Work/Day: (844)292-8615x300

Inspection

Inspection Date: 08/24/2015 02:18 PM
Inspection Location: GULF COAST AUTO BODY &
SERVI
Address: 7201 GULF BLVD
City State Zip: ST PETE BEACH, FL 33706
Primary Impact: Right Rear Side
Driveable: No

Inspection Type: Field
Contact:
Home/Day: (727)367-2171

Secondary Impact:
Rental Assisted:

Assigned Date/Time:
First Contact Date/Time:

Received Date/Time: 08/24/2015 01:43 PM
Appointment Date/Time: 08/24/2015 01:57 PM

Appraiser Name: LARRY (HYBQ)

Appraiser License # :

Repairer

Repairer: GULF COAST AUTO BODY &
SERVIC
Address: 7201 GULF BLVD
City State Zip: ST PETE BEACH, FL 33706

Contact:
Work/Day: (727)367-2171
FAX: (727)360-9815

Vehicle

2013 Ford Explorer Police Intercptr 4 DR Wagon
 6cyl Gasoline 3.7
 6-Speed Automatic

Lic.Plate: 203207
Lic Expire:
Prod Date:
Veh Insp#:
Condition:
Ext. Color: WHITE
Ext. Refinish: Two-Stage

Lic State: FL
VIN: 1FM5K8AR9DGA22227
Mileage: 31,461
Mileage Type: Non Readable
Code: P8473F
Int. Color:
Int. Refinish: Two-Stage

Options

2nd Row Head Airbags	4-Wheel Drive	AM/FM CD Player
Air Conditioning	Anti-Lock Brakes	Body-side Cladding
Bucket Seats	Center Console	Cruise Control
Dual Airbags	Floor Mats	Full Size Spare Tire
Halogen Headlights	Head Airbags	Heated W/S Wiper Washers
Heavy Duty Battery	Intermittent Wipers	LED Brakelights
Lighted Entry System	MP3 Decoder	Overhead Console
Power Adjustable Pedals	Power Brakes	Power Door Locks
Power Drivers Seat	Power Mirrors	Power Steering
Power Windows	Rear Spoiler	Rear Window Defroster
Rear Window Wiper/Washer	Rem Trunk-L/Gate Release	Side Airbags
Split Folding Rear Seat	Stability Cntrl Suspensn	Steel Wheels
Strg Wheel Radio Control	Tachometer	Tilt Steering Wheel
Tinted Glass	Tire Pressure Monitor	Traction Control System
Trip Computer	Trunk/Cargo Organizer	Velour/Cloth Seats

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
Stripes And Mouldings									
1	RI	91		Mldg,Rocker Panel RT	R & I Assembly			0.3	SM
2	RI	1316		Mldg,Front Door Lower RT	R & I Assembly			0.6	SM
3	E	1202		Flare,Wheel Opening RT	BB5Z7829164AA	\$146.02		INC	SM
Radiator Support									
4	E	970		Airbag Sensor,Front RT	BK2Z14B004A	\$81.45		0.2	ME
Wheels									
5	EU	1924		Wheel,Rear RT	RECYCLED PART	\$155.00	+25.00	0.3	SM
				>> LKQ Auto Parts of Florida 800-541-3011					
				>> 4950 W Highway 486					
				>> Crystal River FL 34423					
				>> Quote# 121438364344237, Stock# \$C46836-100, Danielle					
6	E	1994		Cap,Wheel Hub Rear RT	F87Z1130GB	\$48.47			SM
Rear Suspension									
7	E	766		Arm,Rear Suspension RT	DE9Z5500A	\$158.87		2.9	ME
8	E	842	01	Absorber,Rear Shock RT	DB5Z18125H	\$64.02		0.7	ME
9	I	1083		Bracket,Actuator RT	Repair			0.2*	ME
Roof									
10	E	857	01	Airbag,Roof LT	DB5Z78042D95A	\$907.30		1.0	ME

11	E	858	Airbag,Roof RT	DB5Z78042D94A	\$901.43		INC	ME
12	E	537	01 Headliner,Roof	EB5Z7851944LA	\$1,879.27		4.8	SM
Center Console And Seat Tracks								
13	E	825	Module,Airbag Control	EB5Z14B321A	\$625.98		0.7	ME
Front Doors								
14	BR	210	13 Pnl,Front Door Outer RT	Blend Refinish			2.4	RF
				1.2 Blend				
				0.6 Two-stage setup				
				0.6 Two-stage				
15	RI	352	W/Strip,Belt Outer R/F	R & I Assembly			0.6	SM
16	RI	230	Mirror,Outer R/C RT	R & I Assembly			0.3	SM
17	RI	235	Handle,Front Door Otr RT	R & I Assembly			0.2	SM
18	E	936	Airbag Sensor,Frt Door RT	DG1Z14B345A	\$63.83		0.2	ME
Rear Doors								
19	E	288	Door Shell,Rear RT	BB5Z7824630A	\$1,181.07		5.6	SM
20	L	288	Door Shell,Rear RT	Refinish			3.8	RF
				2.2 Surface				
				1.0 Edge				
				0.6 Two-stage				
Quarter And Rocker Panel								
21	BR	571	Panel,Bodyside Otr Up RT	Blend Refinish			0.9	RF
				0.6 Blend				
				0.3 Two-stage				
22	EU	390	Panel,Quarter RT	RECYCLED PART	\$630.00	+25.00	21.4	SM
			>> LKQ Auto Parts of Florida 800-541-3011					
			>> 4950 W Highway 486					
			>> Crystal River FL 34423					
			>> Quote# 121438364344237, Stock# \$C49240-100, Danielle					
23	L	632	Panel,Quarter RT	Refinish			2.9	RF
				2.4 Surface				
				0.5 Two-stage				
24	L	397	Door,Fuel Filler RT	Refinish			0.4	RF
				0.3 Surface				
				0.1 Two-stage				
25	RI	397	Door,Fuel Filler RT	R & I Assembly			INC	SM
26	RI	396	Qtr Glass R & I RT	R & I Assembly			INC	SM
Inner Quarter & Panels								
27	E	300	Shield,Quarter Panel RT	BB5Z7828370A	\$86.25		INC	SM
28	E	967	Airbag Sensor,Qtr Pane RT	BK2Z14B004A	\$81.45		INC	ME
Rear Bumper								
29	N	519	Rear Bumper Cover R&I	ADDITIONAL OPERATION			INC	SM
30	I	519	Cover,Rear Bumper Up	Repair			2.6*	SM
			>> (RT SIDE OUTER)					
31	L	519	Cover,Rear Bumper Up	Refinish			3.4	RF
				2.5 Surface				
				0.5 Two-stage				
				0.4 Feather, Prime & Block				
32	E	66	Cover,RR Bumper Lower	BB5Z17F828AA	\$196.49		2.8	SM
Manual Entries								
33	I	M03	Flex Additive	Sublet Repair	\$4.00*			RF
34	L	M14	Corrosion Protection	Refinish			0.5*	RF
35	N	M17	Cover Car Exterior	ADDITIONAL OPERATION	\$5.00*			SM
36	I	M18	Set-Up And Measure	Repair			2.0*	FR
37	I	M64	Unibody-Frame Alignment	Repair			3.0*	FR
38	N		Trim Section QP	ADDITIONAL OPERATION			3.0*	SM
39	I		Pinch Weld	Repair			0.5*	SM

40	L	Pinch Weld	Refinish		1.0*	RF*
41	EC	Eagle RS-A RR	** NON-OEM PART	\$230.42		SM
			Betterment		50	
		>> GOODYEAR 245/55R18 732026500 VSB 260 11 103V MEA 6/32.				
		>> Tire Rack				
		>> South Bend IN (800) 445-0179				
42	SB	MOUNT/BAL	Sublet Repair	\$15.00*		SM*
43	SB	URETHANE RPR KIT	Sublet Repair	\$18.00*		SM*
44	SB	RF DOOR DECAL	Sublet Repair			SM*
		>> (PER INVOICE)				
45	I	CLEAN/RETAPE	Repair		0.3*	SM*
		>> (VENT VISOR)				
45 Items						

MC Message

01 CALL DEALER FOR EXACT PART # / PRICE
13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts		\$6,421.90
Other Parts		\$1,020.42
Paint & Materials	14.9 Hours @ \$26.00	\$387.40
Line Item Markup		\$196.25
Parts & Material Total		\$8,025.97
Parts & Material (Taxable)		

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$44.00	36.9	6.4	43.3	\$1,905.20
Mech/Elec (ME)	\$65.00	5.7	0.2	5.9	\$383.50
Frame (FR)	\$44.00		5.0	5.0	\$220.00
Refinish (RF)	\$44.00	15.3		15.3	\$673.20

Labor Total (Taxable)	69.5 Hours	\$3,181.90
Sublet Repairs (Taxable)		\$37.00
Towing		\$133.00
Taxable Total	\$11,244.87	
Tiered Tax 1	\$5,000.00 @ 7.000%	\$350.00
Tiered Tax 2	\$6,244.87 @ 6.000%	\$374.69
Tiered Tax 3	@	
Gross Total		\$12,102.56
Less: Betterment & Tax		\$123.27-
Net Total		\$11,979.29

For more information regarding State Farm's promise of satisfaction relating to new non-original equipment manufacturer (non-OEM) and recycled parts, please visit: <http://st8.fm/7X4> or QR code.



Register online to check the status of your claim and stay connected with State Farm®. To register, go to statefarm.com and select Check the Status of a Claim. If you are already registered, thank you!

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: PINELLAS

St. Pete Beach City Commission Agenda Report

Issue

Considered: Authorize the City Manager to accept a proposal from Florida Safety Contractors, INC.

Date: September 22, 2015

Prepared By: John J. Kretzer, Interim Public Services Director

Summary Of Issue:

The recently completed FDOT Pinellas Bayway Bridge project included construction of a pedestrian walkway which connected the existing sidewalk on the north side of the Bayway with the new sidewalk constructed along the south side of the bridge. Under the new alignment, pedestrians attempting to access the walkway on the bridge from south of the Bayway are forced to walk west to Gulf Boulevard, crossing the Bayway to utilize the sidewalk on the north side to access the bridge. In an attempt to eliminate this significant detour and access the walkway on the south side of the bridge directly, most pedestrians are walking along the curb line near the toll booth (where no sidewalk exists). This has created a worn path in the grass in this area and obviously presents a major safety hazard to the pedestrians and eastbound vehicle traffic.

To alleviate these issues, the City and FDOT are working together to create direct access to the bridge walkway from E. Maritana Drive. FDOT has agreed to construct both a direct stairway and an ADA accessible concrete sidewalk (ramp) that will extend from the recently constructed bridge walkway to the edge of City property on the north side of E. Maritana Drive, roughly adjacent to the tollbooth. In order to usher pedestrian traffic from the terminus of FDOT's proposed access path to the existing sidewalk on Grenada, the City has agreed to construct a connecting sidewalk along the north side of E. Maritana Drive.

The City received sealed bids with unit prices for various concrete and curbing contractors on November 7, 2014. This type of purchasing agreement allows the City to quickly address needed concrete repairs at the lowest possible cost.

After a review of the unit prices provided and the required bid submittals, Florida Safety Contractors, Inc. was determined to be the lowest qualified bidder for concrete flatwork. The City entered into a Unit Price Purchasing Agreement on February 24th, 2015. Utilizing the unit rates

provided by Florida Safety Contractors, Inc. the cost for the new sidewalk is \$15,104.65.

Funding: FY2015 Budget - Public Services Department – Streets – R & M Other 001.6103.541.5469

Requested Motion: “I move to authorize the City Manager to accept a proposal from Florida Safety Contractors, Inc. in the amount of \$15,104.65 for new sidewalk on East Maritana Drive.”

Attachments: Florida Safety Contractors, Inc. proposal (Cost Estimate)

Reviewed by City Manager: *WS*

PRINT DATE/TIME
9/4/2015 13:25

BID TIME:

FLEX / MATERIAL ACQUISITION DAYS:

FINAL BID	
UNIT	TOTAL

[illegible]

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

Issue Considered: Authorization to approve special event application and for 2nd Annual Sunset Scream on Saturday, October 31 from 2pm – 12am.

Date: September 22, 2015

Prepared By: Jennifer McMahon, Recreation Director

Summary of Issue: Sunset Scream is an event held by Shark Tales Restaurant to celebrate. A variety of activities are planned for the event. Family activities are planned in the afternoon, live music will play from 6- 10pm but event will go on until the establishments close at 2am. The event organizers are requesting use of a small city park (not named) adjacent to Shark Tales on the south side. They would like to add tables and chairs on that park area and extend their liquor permit to allow alcohol in that area. Since the area is considered city property, commission needs to approve the alcohol in that area. There will not be any road closures as there as in the past. Off-Duty officers have been secured for the event.

Funding: N/A

Requested Motion: “I move to authorize the approval of Sunset Scream event application for October 31, 2015”

Attachments: Event application and street map

**Reviewed by
City Manager** *WS*



City of St. Pete Beach Recreation
Department
Event Application

Applicant

Name of Applicant: Bill Rovillo Title (if applicable): PRESIDENT

Name of Organization (if applicable): SHARK TALES

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

Mailing Address: 677 75th AVE SPB 33706

Cell Phone: 727-643-3417 Email: BILLROVILLO62@gmail.com

Event Information

Event Title: SUNSET SCREAM Event/Organization Web Address: _____

Event Location(s): 677 75th AVE

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>10-31-15</u>	<u>SATURDAY</u>	<u>2 PM</u>	<u>MIDNIGHT</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Set Up Date(s): 10-31-15 Time(s) 1 PM to 2 PM

Cleanup Date(s): ~~10-31-15~~ 10-31-15 Time(s) MIDNIGHT to 1 AM

Description of Event: MUSIC, HALLOWEEN CONTESTS, DANCING
games

Will this be an Annual Event? ☒ Yes ☐ No If yes, next year's date(s): 10-31-16

Event Logistics

Estimated Attendance 600 500 EST.
(includes event crew, participants, and spectators) This Year Last Year (if Applicable)

List all event activities: DANCING, MUSIC, KIDS GAMES, CONTESTS

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

SHARK TALES

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

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

Cotton Candy, Surf Shop, Face Painting

Event Equipment (include dimensions, seating, staging, tents, platforms, booths, scaffolding, truck, etc. on site map)

Stage, Tables, Chairs, Sound System

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

Entertainment (Detail type, bands, DJs, dancers, clowns, etc.) 2 bands, top 40 music

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

6 pm to 10 pm

Electricity Needed ☒ Yes ☐ No Source: Restaurant

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? 2 Size: LG Installation Date: On Site Removal Date:

Please list any admission charges, donations, parking, registration or other fees and how much?

N/A

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

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.

Bill Rouillo

Print Name

B-R

Signature

SHARK TAGES of SPB LLC

Corporation Name (if applicable)

9-9-15

Date



75th Ave

Stage

Shark Tales

barricades

City park

barricades

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

Issue Considered: Authorization to approve special event application and street closure for Gulf Beaches Fish Broil. Closures would be 85th between Blind Pass Rd and Boca Ciega Dr. Closures would be in effect on Saturday, October 10 from 12-8pm.

Date: September 22, 2015

Prepared By: Jennifer McMahon, Recreation Director

Summary of Issue: Gulf Beaches Fish Broil and Carnival is an event held in partnership with St. Albans as a fundraiser for the school. This year a request is made to close 85th Ave and allow for alcohol on the closed public street from 2-8pm. A variety of activities are planned for the event on Gulf Beaches Elementary school site. St. Albans and 85th Ave will have beer, wine, vendors and tables and chairs for places to eat.

Funding: N/A

Requested Motion: "I move to authorize the approval of Gulf Beaches Fish Broil event application and street closures for October 10, 2015"

Attachments: Event application and street map

**Reviewed by
City Manager** WS



City of St. Pete Beach Recreation
Department

Event Application

Applicant

Name of Applicant: Grace Egeler Title(if applicable): PTA Secretary

Name of Organization (if applicable): Gulf Beaches Elementary Magnet

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

Mailing Address: 8600 Boca Ciega Dr. St. Pete Beach, 33706

Cell Phone: 727-519-5433 Email: ~~secretaryghemspta@gmail.com~~ secretaryghemspta@gmail.com

Event Information

Event Title: Annual Fish Broil Event/Organization Web Address: _____

Event Location(s): 8600 Boca Ciega Dr. St. Pete Beach, FL 33706

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>Oct. 10, 2015</u>	<u>Saturday</u>	<u>2pm</u>	<u>8pm</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Set Up Date(s): Oct. 9 & 10 Time(s) _____ to 2pm

Cleanup Date(s): Oct. 10 Time(s) 8pm to _____

Description of Event: PTA Annual Fish Broil & Carnival
fall fundraiser for Gulf Beaches Elem. magnet

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

Event Logistics

Estimated Attendance 2000+ 1000 approx.
(includes event crew, participants, and spectators) This Year Last Year (if Applicable)

List all event activities: please see attached flyer

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

<u>Great Bay Dist. (beer)</u>	<u>Feola's</u>
<u>Support Our Troops (wine)</u>	<u>Shells</u>
<u>Gulf Beaches Elem - food</u>	<u>Smokin J's</u>

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

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

paddocks coffee, makeme studio

Event Equipment (include dimensions, seating, staging, tents, platforms, booths, scaffolding, truck, etc. on site map)

20x20 tent, tables, chairs,

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

Entertainment (Detail type, bands, DJs, dancers, clowns, etc)

face painter, balloon twister,
acoustic band 5-6pm

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

2pm - 8pm

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) on site already

How Many? Size: Installation Date: Removal Date:

Please list any admission charges, donations, parking, registration or other fees and how much? NO

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
<u>85th Ave</u>	<u>Blind pass</u>	<u>Boca Ciega</u>	<u>10/10/15</u>	<u>12pm - 8pm</u>

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.

Grace Egeler

Print Name

Grace Egeler

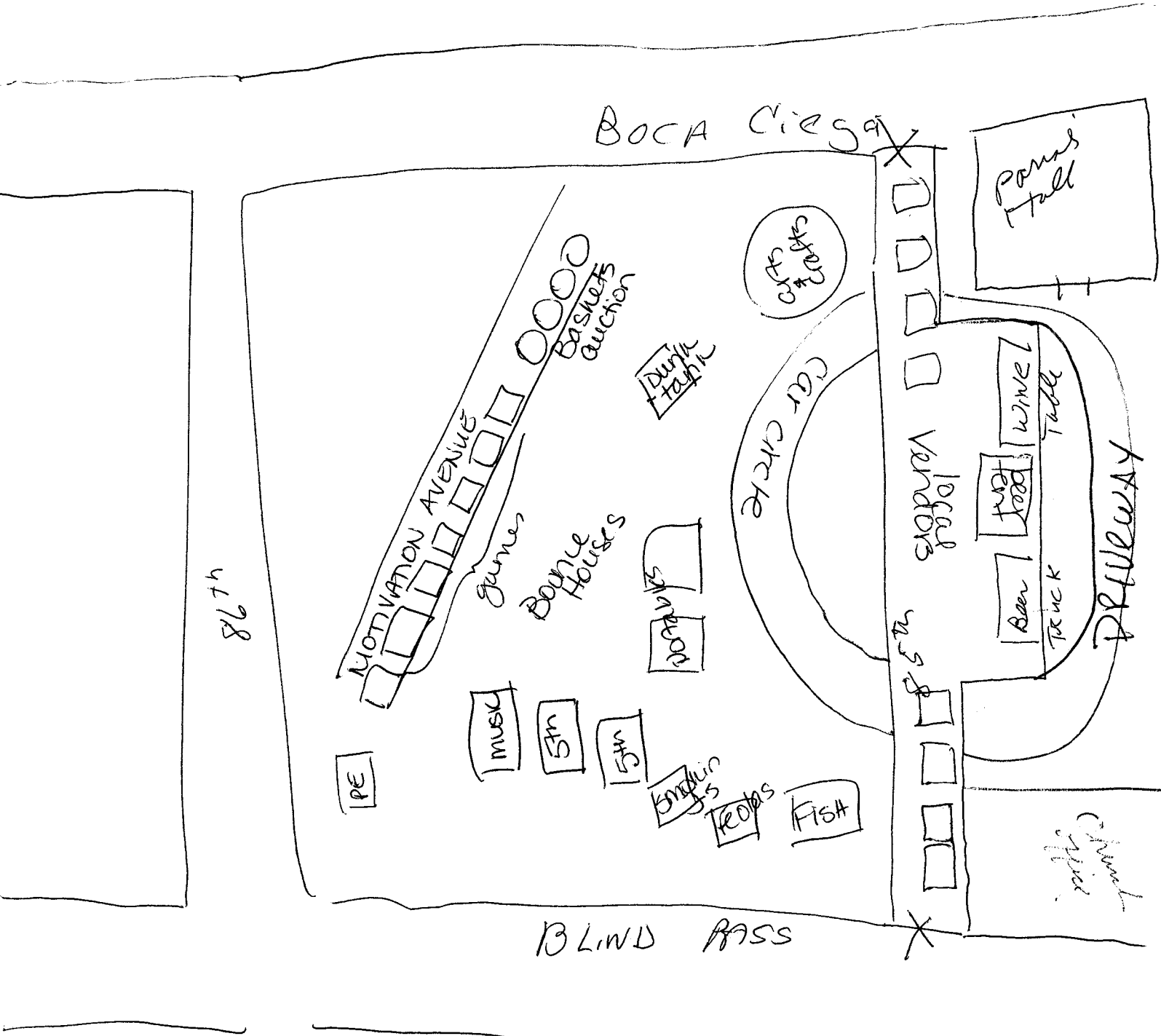
Signature

9/8/15

Date

Corporation Name (if applicable)

parking @ St. Johns





GULF BEACHES PTA ANNUAL FISH BROIL & CARNIVAL

**IN PARTNERSHIP WITH
ST. ALBANS DAY SCHOOL**

*JOIN US FOR A FUN COMMUNITY
EVENT FOR ALL AGES!*

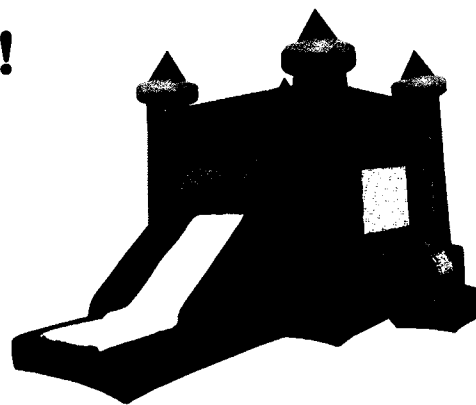
**SATURDAY, OCTOBER 10, 2015
2:00PM – 8:00PM**

**8600 BOCA CIEGA DR.
ST. PETE BEACH, FL 33706**



FREE ADMISSION!

**CARNIVAL GAMES
ARTS AND CRAFTS
BOUNCE HOUSE
FACE PAINTING
PHOTO BOOTH
DUNK TANK
LIVE MUSIC
LOCAL ARTISANS**



FRESH FISH OR BBQ CHICKEN DINNERS WITH TWO SIDES \$5.00

**AUCTION/RAFFLE ITEMS INCLUDE VACATION PKGS, DINNERS, GIFT
CERTIFICATES AND FESTIVE GIFT BASKETS FROM LOCAL BUSINESSES
AND CLASS PARENTS. LIVE AUCTION 5PM**

For More Information: 727-893-2630

Like us on Facebook: <https://www.facebook.com/GBEMPTA>



Gulf Beaches Elementary School

St. Alban's Day School

85th Ave

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

Issue Considered: Authorize the City Manager to enter into a one year agreement for Fiscal Year 2015-2016 with PSTA for trolley and DART Services

Date: September 22, 2015

Prepared By: Elaine Edmunds, Administrative Services Director

Summary of Issue: This agreement is for a one year contract renewal with PSTA to provide the City with Trolley and DART services. We continue to partner with the City of Treasure Island for these services.

The new agreement is based on the DART Para-transit data collected from October 1, 2014 thru June 30, 2015, annualized to determine a yearly estimate, plus a 7% fixed route increase. The total contract amount for FY 2016 is \$468,912 and is included in the FY 2016 budget.

Requested Motion: "I move to authorize the City Manager to sign a one year agreement with PSTA for Trolley Services.

Attachments: PSTA Agreement

**Reviewed by the
City Manager :** WS

Attachment A

AGREEMENT

THIS AGREEMENT made and entered into this 1st of September 2015, by and between the PINELLAS SUNCOAST TRANSIT AUTHORITY, an independent special district of the State of Florida (hereinafter referred to as "PSTA"), the CITY OF ST. PETE BEACH (SPB) and the CITY OF TREASURE ISLAND (TI), both of the latter being incorporated municipalities located in Pinellas County, Florida (hereinafter collectively referred to as "CITIES").

WHEREAS, it is the CITIES' plan to provide trolley bus service to promote and improve public transportation for the benefit of residents, visitors, and employees in said CITIES; and

WHEREAS, PSTA has offered to continue providing such service to the CITIES; and

WHEREAS, by this Agreement the parties desire to agree upon the terms and conditions for providing this transportation service.

NOW, THEREFORE, in consideration of the covenants, conditions, and mutual obligations contained herein, the parties agree as follows:

DEFINITIONS

Passenger who boards the trolley means any person boarding a trolley within the city of SPB or TI, whether the passenger pays a fare at the time of boarding or not, except children under the age of five (5) years.

1. **Service, Schedule, Routes, and Equipment.** PSTA will provide trolley bus service to the CITIES in accordance with the schedules and routes as show in Exhibit 1, which is the service provided by the Suncoast Beach Trolley and the Central Avenue Trolley (the "Fixed Route Services"). PSTA shall provide the Fixed Route Services only with a trolley bus. A different vehicle may be substituted (Substituted Vehicle) for a trolley bus, if suitable for public transportation, only because of a mechanical breakdown of a trolley bus and only when there is no backup trolley bus available for service of the route and schedule. In the event the conditions for vehicle substitution occur, in no event shall the Substituted Vehicle remain in service for more than five (5) consecutive days without prior notification to the CITIES. PSTA

shall have the authority to utilize a subcontractor to provide all or part of the service, and in that instance, PSTA shall have the sole and exclusive authority to select the subcontractor. The trolley buses utilized for this system shall be maintained in a clean and operable fashion.

2. **CITIES' Cost of PSTA Trolley Service.** The CITIES shall pay PSTA annual amounts as set forth in **Exhibit 2** and allocated between the CITIES in the following manner:
 - a. **Fixed Route** - For the portion of the cost related to Fixed Route Services provided to the CITIES, the CITY OF ST. PETE BEACH shall pay two-thirds (2/3rds) of the total cost and the CITY OF TREASURE ISLAND shall pay one-third (1/3rd) of the total cost.
 - b. **DART Paratransit** – For the portion of the cost related to DART paratransit services, the apportionment shall be based on the actual allocation of contracted DART expenses within each of the CITIES during the first three quarters of the previous fiscal year. (October through June). PSTA will provide the CITIES an accounting of this DART cost allocation by July 30th each year to establish the apportionment of DART costs as shown in **Exhibit 2**.
3. **Billing and Payments.** PSTA shall invoice the CITIES separately on the 1st day of each month, for the current month, for their respective funding contributions as shown in **Exhibit 2**. Payment shall be made to PSTA immediately upon receipt of an invoice, but in no case more than thirty (30) days from the date of the invoice.
4. **Compliance With Law.** PSTA, while in the performance of its duties under this Agreement, shall comply with all federal, state, and local laws applicable to service provided under this Agreement.
5. **Amendments to Exhibits.** The schedules and routes illustrated on Exhibit 1 are the approved schedules and routes under this Agreement. Any change to the schedules or routes of Exhibit 1, as they affect the CITIES, shall require the written consent of the parties and shall become an addendum to this Agreement.
6. **PSTA Regulations.** All applicable regulations, rules, and laws governing the riders of PSTA's service, including but not limited to PSTA's rules regarding the use of transfers or passes,

shall be complied with by all riders of the trolley service and shall and may be enforced by PSTA in its sole discretion.

7. **Uniform Fare Structure.** The fare structure for the trolley service to be provided under this Agreement shall be the same as the fare structure established by PSTA for the other portion of the beach trolley service. PSTA's fare structure in existence as of the start of this Agreement is shown in Exhibit 2 and is subject to revision as deemed appropriate by PSTA, at PSTA's sole discretion.
8. **Effective Date.** The effective date of this Agreement shall be October 1, 2015 and shall continue for a period of one (1) year.
9. **Termination Without Cause.** This Agreement may be terminated earlier by the parties without cause by providing the other parties with six (6) months prior written notice of termination.
10. **Hold Harmless.** The parties agree, to the extent allowed by law, to hold the other harmless for the negligent acts or omissions of their employees and officer, and for any violations of federal or state law or regulation, including but not limited to 42 U.S.C., §1983, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Americans With Disabilities Act, and Chapter 760, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity from or limitation of liability the CITIES or PSTA may be entitled to under the doctrine of sovereign immunity or §768.28, Florida Statutes. The obligations contained in this paragraph shall survive termination of this Agreement. The obligation of the CITIES and PSTA to indemnify, defend, and hold harmless the others under this Agreement is limited to the same extent that the CITIES or PSTA would otherwise be obligated directly to third persons under existing law or to the extent provided under §768.28, Florida Statutes.
11. **Notices.** All notices, requests, demands, deliveries, and other communications which are required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, when sent by Telex, telegram, or facsimile, or when mailed, registered or certified first class, postage pre-paid, to the persons and addresses set forth below:

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

Chief Executive Officer
Pinellas Suncoast Transit Authority
3201 Scherer Drive
St. Petersburg, FL 33716

City Manager
City of Treasure Island
120 108th Avenue
Treasure Island, FL 33706

Alan S. Zimmet, PSTA General Counsel
Bryant Miller Olive, P.A.
One Tampa City Center, Suite 2700
Tampa, FL 33602

Any of the parties may change the persons and addresses to which notices or other communications are to be sent to it by giving written notice of any such change in the manner provided herein for giving notice.

12. **Entire Agreement.** This Agreement, together with the Exhibits hereto, supersedes any and all prior negotiations, oral agreements, and representations made relating to the subject matter of this Agreement and, except for any written agreement, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire Agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties. No waiver of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be charged therewith. The waiver of any condition or of the breach of any term, covenant, representation, warranty, or other provision hereof shall not be deemed nor construed as a further or continuing waiver of any condition or breach or a waiver of any condition or breach or a waiver of any condition or of any breach of any other term, covenant, representation, warranty, or other provision contained in this Agreement.
13. **Assignment.** This Agreement shall be binding upon, and shall inure to the benefit of the parties. This Agreement may not be assigned by a party without the written consent of the other parties.
14. **Third Party Rights.** This Agreement shall create no rights or claims whatsoever in any person other than parties to the Agreement.
15. **Severance.** If any one or more of the provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

Executed this 1st day of September, 2015

Pinellas Suncoast Transit Authority



Brad Miller, Chief Executive Officer

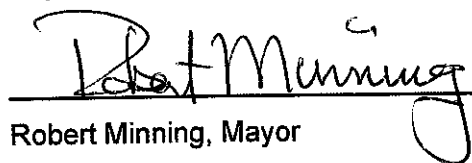
Approved as to Form:



Alan S. Zimmer, General Counsel

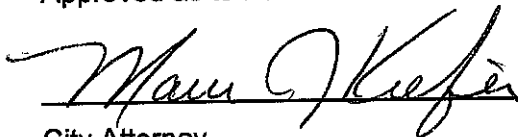
Executed this 27 day of August, 2015

City of Treasure Island



Robert Minning, Mayor

Approved as to Form:



City Attorney

Executed this _____ day of _____, 2015

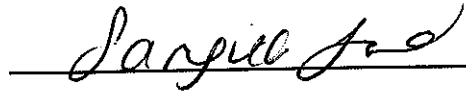
City of St. Pete Beach

Maria Lowe, Mayor

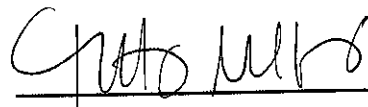
Approved as to Form:

City Attorney

Attest



Attest

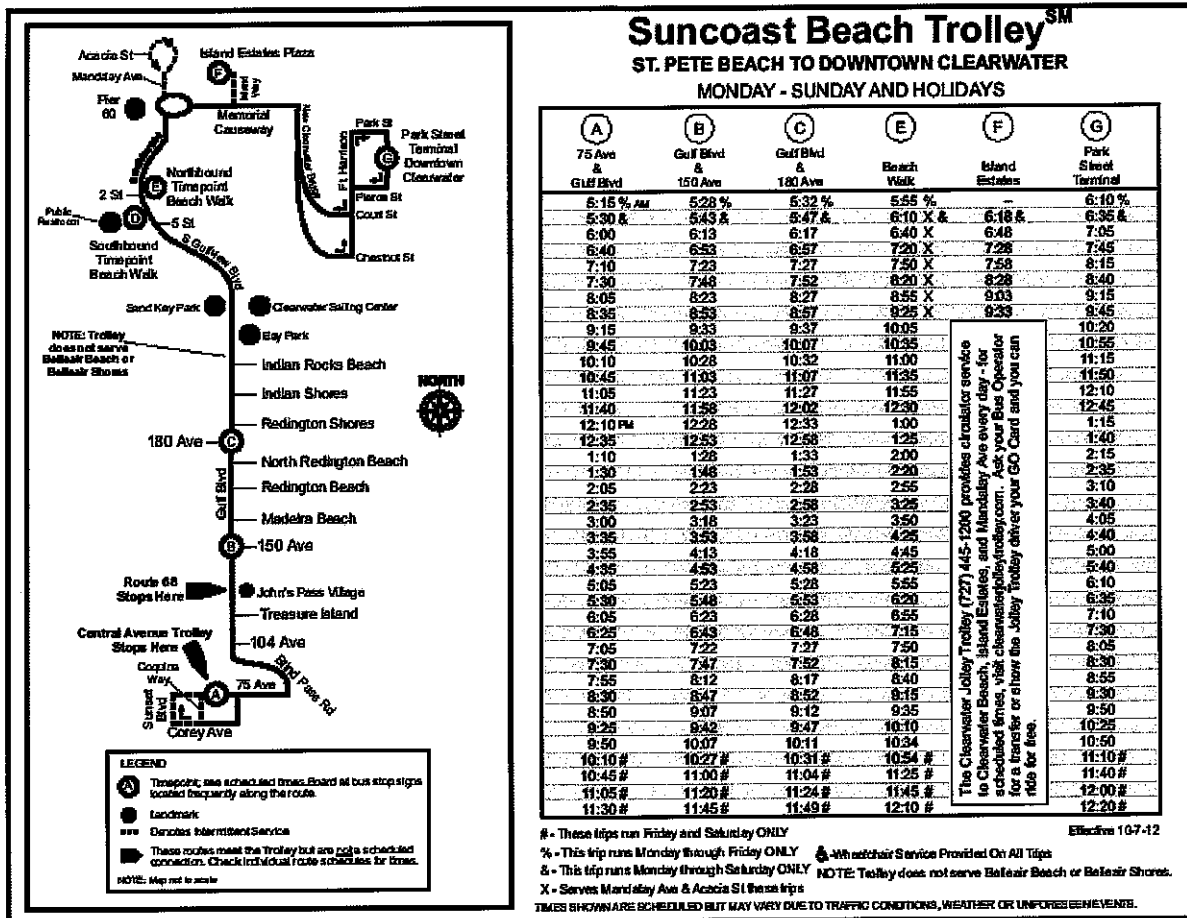


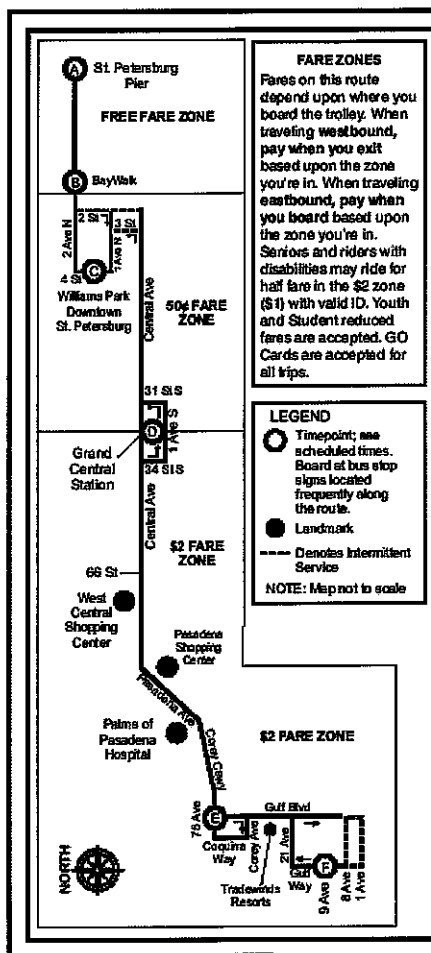
City Clerk

Attest

City Clerk

EXHIBIT 1





Central Avenue Trolley

ST. PETERSBURG PIER
TO ST. PETE BEACH/PASS-A-GRILLE

ST. PETE BEACH/PASS-A-GRILLE TO
ST. PETERSBURG PIER

MONDAY - THURSDAY

(A)	(B)	(C)	(C)	(D)	(E)	(F)	(F)	(E)	(D)	(C)	(B)	(A)
Depart The Pier	BayWalk	Arms Williams Park	Depart Williams Park	Grand Central Station	78 Ave & Gulf Blvd	9 Ave & Gulf Way	9 Ave & Gulf Way	78 Ave & Gulf Blvd	Grand Central Station	Williams Park	BayWalk	Arrive The Pier
--	--	--	--	8:10	8:30	8:45	8:50	8:55	9:10	9:30	9:45	--
--	--	--	8:20	8:35	7:00	7:15	7:15	7:20	7:30	7:55	8:10	--
--	--	--	8:50	7:05	7:25	7:40	7:45	8:05	8:20	8:45	--	--
--	--	--	7:05	7:20	7:40X	7:55	8:00	8:20	8:45	9:00	--	--
--	--	--	7:20	7:35	7:55	8:10	8:15	8:35	9:00	9:15	--	--
--	--	--	7:35	7:50	8:10	8:25	8:30	8:50	9:15	9:30	--	--
--	--	--	8:00	8:15	8:35X	8:50	8:55	9:15	9:40	10:00	10:01	10:05
--	--	--	8:25	8:40	9:00X	9:15	9:20	9:45	10:10	10:25	10:26	10:30
--	--	--	8:55	9:10	9:30X	9:45	9:50	10:10	10:35	10:55	10:56	11:00
--	--	--	9:25	9:40	10:00	10:15	10:20	10:45	11:10	11:25	11:26	11:30
--	--	--	9:55	10:10	10:30X	10:45	10:50	11:15	11:40	11:55	11:56	12:00
10:05am	10:08	10:20	10:25	10:40	11:00	11:15	11:20	11:45	12:10	12:25	12:26	12:30
10:30	10:33	10:45	10:55	11:10	11:30X	11:45	11:50	12:15	12:40	12:55	12:56	1:00
11:00	11:03	11:15	11:25	11:40	12:00X	12:15	12:20	12:45	1:10	1:25	1:26	1:30
11:30	11:33	11:45	11:55	12:10	12:30	12:45	1:00	1:20	1:45	2:00	2:01	2:05
11:45	11:48	12:05	12:15	12:30	12:50	1:10	1:20	1:40	2:05	2:20	--	--
12:00am	12:03	12:15	12:25	12:40	1:00	1:20	1:30	1:50	2:15	2:30	2:31	2:35
12:15	12:18	12:30	12:40	12:55	1:15X	1:35	1:50	2:10	2:35	2:50	--	--
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12:45	12:48	1:00	1:10	1:25	1:45	2:05	2:15	2:35	3:00	3:15	3:16	3:20
1:00	1:03	1:15	1:25	1:40	2:00X	2:20	2:30	2:50	3:15	3:30	3:31	3:35
1:15	1:18	1:30	1:40	2:15	2:35	2:55	3:05	3:25	3:50	4:05	4:06	4:10
2:05	2:08	2:20	2:30	2:45	3:05X	3:25	3:35	3:55	4:20	4:35	4:36	4:40
2:35	2:38	2:50	3:00	3:15	3:35	3:55	4:00	4:20	4:45	5:00	5:01	5:05
3:05	3:08	3:20	3:30	3:45	4:00X	4:20	4:25	4:45	5:10	5:25	--	--
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3:35	3:38	3:50	4:00	4:15	4:35	4:55	5:05	5:25	5:50	6:05	--	--
3:50	3:53	4:05	4:15	4:30	4:50X	5:10	5:20	5:40	6:05	6:20	--	--
4:10	4:13	4:25	4:35	4:50	5:10	5:30	5:40	6:00	6:25	6:40	--	--
4:25	4:28	4:40	4:50	5:05	5:25	5:45	5:55	6:10	6:35	6:50	--	--
4:40	4:43	4:55	5:05	5:20	5:40X	6:00	6:10	6:30	6:55	7:10	--	--
5:05	5:08	5:20	5:30	5:45	6:05	6:25	6:35	6:55	7:20	7:35	--	--
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--	--	9:45	9:45	10:00	10:35	10:50	10:50	11:05	11:25	--	--	--
10:05	10:10	10:25	11:00	--	--	--	--	--	--	--	--	--

FRIDAY

(A)	(B)	(C)	(C)	(D)	(E)	(F)	(F)	(E)	(D)	(C)	(B)	(A)
Depart The Pier	BayWalk	Arms Williams Park	Depart Williams Park	Grand Central Station	78 Ave & Gulf Blvd	9 Ave & Gulf Way	9 Ave & Gulf Way	78 Ave & Gulf Blvd	Grand Central Station	Williams Park	BayWalk	Arrive The Pier
--	--	--	--	8:10	8:30	8:45	8:50	8:55	9:10	9:30	9:45	--
--	--	--	8:20	8:35	7:00	7:15	7:15	7:20	7:30	7:55	8:10	--
--	--	--	8:50	7:05	7:25	7:40	7:45	8:05	8:20	8:45	--	--
--	--	--	7:05	7:20	7:40X	7:55	8:00	8:20	8:45	9:00	--	--
--	--	--	7:20	7:35	7:55	8:10	8:15	8:35	9:00	9:15	--	--
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--	--	--	8:00	8:15	8:35X	8:50	8:55	9:15	9:40	10:00	10:01	10:05
--	--	--	8:25	8:40	9:00	9:15	9:20	9:45	10:10	10:25	10:26	10:30
--	--	--	8:55	9:10	9:30X	9:45	9:50	10:10	10:35	10:55	10:56	11:00
--	--	--	9:25	9:40	10:00	10:15	10:20	10:45	11:10	11:25	11:26	11:30
--	--	--	9:55	10:10	10:30X	10:45	10:50	11:15	11:40	11:55	11:56	12:00
10:05am	10:08	10:20	10:25	10:40	11:00	11:15	11:20	11:45	12:10	12:25	12:26	12:30
10:30	10:33	10:45	10:55	11:10	11:30X	11:45	11:50	12:15	12:40	12:55	12:56	1:00
11:00	11:03	11:15	11:25	11:40	12:00X	12:15	12:20	12:45	1:10	1:25	1:26	1:30
11:30	11:33	11:45	11:55	12:10	12:30	12:45	1:00	1:20	1:45	2:00	2:01	2:05
11:45	11:48	12:05	12:15	12:30	12:50	1:10	1:20	1:40	2:05	2:20	--	--
12:00am	12:03	12:15	12:25	12:40	1:00	1:20	1:30	1:50	2:15	2:30	2:31	2:35
12:15	12:18	12:30	12:40	12:55	1:15X	1:35	1:50	2:10	2:35	2:50	--	--
12:30	12:33	12:45	12:55	1:10	1:30	1:50	2:00	2:20	2:45	3:00	3:01	3:05
12:45	12:48	1:00	1:10	1:25	1:45	2:05	2:15	2:35	3:00	3:15	3:16	3:20
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2:05	2:08	2:20	2:30	2:45	3:05X	3:25	3:35	3:55	4:20	4:35	4:36	4:40
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3:05	3:08	3:20	3:30	3:45	4:00X	4:20	4:25	4:45	5:10	5:25	--	--
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3:35	3:38	3:50	4:00	4:15	4:35	4:55	5:05	5:25	5:50	6:05	6:06	6:10
3:50	3:53	4:05	4:15	4:30	4:50X	5:10	5:20	5:40	6:05	6:20	--	--
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4:25	4:28	4:40	4:50	5:05	5:25	5:45	5:55	6:10	6:35	6:50	--	--
4:40	4:43	4:55	5:05	5:20	5:40X	6:00	6:10	6:30	6:55	7:10	7:11	7:15
5:05	5:08	5:20	5:30	5:45	6:05	6:25	6:35	6:55	7:20	7:35	--	--
5:20	5:23	5:35	5:45	6:00	6:15	6:35	6:45	7:05	7:30	7:45	--	--
5:35	5:38	5:50	6:00	6:15	6:35	6:50	7:00	7:15	7:35	7:50	7:51	7:55
6:05	6:08	6:20	6:30	6:45	7:05	7:25	7:35	7:55	8:20	8:35	8:36	8:40
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7:00	7:03	7:15	7:25	7:40	8:00	8:20	8:20	8:40	9:05	9:20	--	--
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8:00	8:03	8:15	8:25	8:40	9:00	9:20	9:20	9:40	10:05	10:20	10:21	10:25
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9:25	9:28	9:40	9:45	10:00	10:25	10:45	10:45	11:05	11:25	11:40	--	--
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10:50	10:53	11:05	11:10	11:25	--	--	--	--	--	--	--	--
11:10	11:13	11:25	11:30	11:45	--	--	--	--	--	--	--	--

Wheelchair Service Provided On All Trips

Effective 5-3-12

X - These trips serve 1 Ave

TIMES SHOWN ARE SCHEDULED BUT MAY VARY DUE TO TRAFFIC CONDITIONS, WEATHER OR UNFORESEEN EVENTS.

EXHIBIT 2

FY 2015 Cost of Transit Services and City Allocation October 1, 2014 - September 30, 2015

Cost Item	Treasure Island		St. Pete Beach		Total
	Allocation	Amount	Allocation	Amount	
Fixed Route	33%	\$216,011	67%	\$432,023	\$648,034
DART Paratransit	38%	\$6,862	62%	\$11,196	\$18,058
Total		\$222,873		\$443,219	\$666,092

FY 2016 Cost of Transit Services and City Allocation October 1, 2015 - September 30, 2016 Proposed 7% Increase over Prior Year

Cost Item	Treasure Island		St. Pete Beach		Total
	Allocation	Amount	Allocation	Amount	
Fixed Route	33%	\$231,132	67%	\$462,264	\$693,396
DART Paratransit *	47%	\$5,896	53%	\$6,648	\$12,544
Total		\$237,028		\$468,912	\$705,940

* DART Paratransit costs are estimated based on actual data from October 1, 2014 through June 30, 2015

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

Issue Considered: Authorization to approve a request to waive \$3,483.47 owed to the city by Beach Goes Pop's 2015 event held in April of this year.

Date: September 22, 2015

Prepared By: Jennifer McMahon, Recreation Director

Summary of Issue: The Beach Goes Pop committee is requesting forgiveness on \$3,483.47 owed to the city for expenses that exceeded the city's budgeted sponsored amount. The city co-sponsors the event by paying for the Saturday night band, the staging, off duty costs and city staff cost for one night. The amount owed is \$1,283.47 for staffing cost and \$2,200 over budget on the band cost. This event is sponsored by not only the City of St. Pete Beach but Brighthouse, Pass-A-Grille Community Association, Vina Del Mar island Association and the many community leaders and business's throughout the City who have supported us over the years. It takes, on average, 180 community volunteers to make the event happen. Over the last 25 years we have contributed over \$300,000 to various community organizations, from the Gulf Beaches Historic Museum, AMI, the St Pete Beach Library, both the PAGCA and VDMIA, who in turn contribute to many other local charitable organizations.

Requested Motion: "I move to authorize to approve a request to waive \$3,483.47 owed to the city by Beach Goes Pop's 2015 event held in April of this year.

Funding: This is not a budgeted item

Attachments: Letter to commissioners, history of Beach Goes Pop, invoice and financial statement for 2015

**Reviewed by
City Manager**



September 9, 2015

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

Dear Mayor, City Commissioners and City Manager,

First, let me take this opportunity to thank you for your continued support of Beach Goes Pops, the number one attended event in Pass-A-Grille. Without our sponsors and volunteers, this event would not be possible.

There are a number of charities and local associations that depend on our support to fund their budgets. Gulf Beach Historical Museum, Pass-A-Grille Community Association and the Vina Del Mar Community Association, are the current recipients. The two associations in turn, contribute to a number of other events/charities within the community. The GBHM is funded by the County and has faced several budget cuts as the economy declined. I submitted a list of the charities and other entities that the PAGCA has contributed to over the last 25 years. BGP's is responsible for over \$300,000 going back into the community.

After the event, we were informed by the City that we exceeded our budget by \$3,483.47. We are here to respectfully ask forgiveness of this bill. Some for the reasons stated above but also because we, too, are faced with some exceptional bills this year. Our electrical equipment, huge powers cords, etc. that are used to power the various stations throughout BGP's are in serious need of replacement. While we do not have an exact cost, the estimates are in the several thousands. We are attempting to reserve \$5000 for this expense, which will cannot be met if we are to pay the City the \$3483.47.

Knowing we had these upcoming expenses, and not wanting to lessen the amount we give to the charities, we worked really hard cutting our expenses and increasing our profits at this year's event. I am proud to say we succeeded and raised over \$12,000. In recent years, we raised on average \$9,500 which we contributed to the above entities and AMI Kids. Keeping true to the history of BGP's contributions this leaves us only \$3000 to pay for our electrical needs. And, again, we don't know what those numbers will actually be.

Previously unknown to the current committee, I have been told this shortfall is not a new event and actually occurs every year. We assume because the event is so well respected and attended, the past City Manager simply made the shortfall disappear. Had we known about the shortfall we could have budgeted differently. This leads us to ask for forgiveness of the shortfall, knowing that we budgeted accordingly for the current budget year.

Again, thank you for your continued support and we hope you can assist us with the \$3,483.47 shortfall.

Warm regards,

Bev Jackson,

On behalf of the Beach Goes Pops Committee



Please make payment to:
City of St. Pete Beach
155 Corey Ave
St. Pete Beach, FL 33706
Phone 727-363-9250

ACCOUNT NUMBER	BILL DATE	DUE DATE
01-0104	9/09/2015	8/15/2015

INVOICE

INVOICE NUMBER	AMOUNT DUE	AMOUNT ENCLOSED
201507160691	\$3,483.47	

BEVERLY JACKSON
BEACH GOES POPS
2804 PASS-A-GRILLE WAY
ST PETE BEACH FL 33706

----- Important: Return this portion -----

----- Retain this portion for your records -----

City of St. Pete Beach
155 Corey Ave
St. Pete Beach, FL 33706
Phone 727-363-9250

INVOICE NUMBER
201507160691

ACCOUNT NUMBER	BILL DATE	DUE DATE
01-0104	9/09/2015	8/15/2015

ITEM DESCRIPTION	UNITS	TYPE	PRICE	AMOUNT
CITY EMPLOYEE COSTS	N/A		N/A	1,283.47
CITY PAYMENTS OVER BUDGET	N/A		N/A	2,200.00
BEACH GOES POPS 2015				
*****THANK YOU*****			TOTAL DUE	\$3,483.47

Beach Goes Pops History

In 1990 Millard Gamble, a Pass-A-Grille resident and St. Pete Beach volunteer and leader, joined with the Chamber of Commerce and St. Pete Beach City leaders to devise an event that could raise money for the Chamber and awareness for the City. A free beach concert plus a private dinner at sunset in Pass-A-Grille seemed to fit the bill. The City stepped up to help financially and became the major sponsor and has continued its generosity throughout these 26 years.

The first year, there were no outdoor foods served with only the private dinner seating on Saturday night as the means of raising funds (there was no Friday night event). The Florida Orchestra was the featured entertainment. So many people came that first year for the free concert that the next year food and drink for the public was made available for purchase. The event continued to grow and many community leaders took turns running the event. After the Florida Orchestra, the Tampa Bay Orchestra was the featured music for a few years and then director, Robert Romanski, formed the Beach Goes Pops Orchestra from musicians around the area. Next came Late Night Brass who thrilled audiences for the next two years. It has now become a favorite date for the citizens of St. Pete Beach to mark on their calendars.

The first recipient of funds raised from this event back in 1991, besides the Chamber, was a start up charity called "A Hole in the Wall Gang." It was a camp for chronically ill kids funded partly by Paul Newman, and had Beach Goes Pops not helped get it off the ground, we would not have what today in Orlando is called "Boggy Creek," a very successful camp for seriously ill children. The charities, for the last 10 years have been the Gulf Beaches Historical Museum and AMI Kids Pinellas Institute, a local facility serving "at risk" teens. Over the years, Beach Goes Pops has raised over \$310,000. We are proud of this and the good uses for which that money has been designated.

The community associations of Pass-A-Grille and Vina Del Mar Island, while helping to provide volunteers over the years, took a leadership role 10 years ago in running the event and added Friday's pop music night to the calendar. It takes 150 happy volunteers (see volunteer list in program) to put this on, and it has become the Associations' signature event. The love of community and neighbors drives us as volunteers to produce Beach Goes Pops. We truly enjoy hosting this free concert for the citizens of St. Pete Beach and visitors. We hope the setting here on the beach with the sea breezes, postcard sunsets, wonderful food and drink choices, and great music put a smile on your face.

BEACH GOES POPS XXV - 2015
Report to the City of St Pete Beach

EXPENSE

INCOME

Sponsorships:	Bright House - Advertising/Intangibles
	City of St Pete Beach - In Kind Services
	Digital Eel - In Kind
	Bon Aire
	Plaza Beach Resort
	Island Business Solutions
	SunRisk Management
	ATM Central
	Dick Norris
	Tradewinds
	Ward Friszolowski
	Overmyer Family Foundation
	Collum Family
	Nicklaus of Florida
	<u>16,750.00</u>

Equipment Rentals	7,569.50
Printing	2,286.03
Insurance	
Other Dinner Table Purchases	14,719.75
Beverages	7,524.05
Entertainment, incl Sound	2,200.00
Police/Fire/PW	
Bank Serv Chg	154.50
Transportation	
Ice	553.75
T-Shirts	4,029.08
Ads	300.00
Portable Toilets	2,477.05
Janitorial Service	540.00
Fri/Sat 50/50 Opportunity	772.50
Sales Tax, License Fees	1,292.92
Conductor Auction	
Supplies	881.21
Outside Vendors' sales	17,243.25
Vendor Fees	
Start-Up Banks	<u>1,000.00</u>
Total	63,543.59

Net Income From Event 12,306.34

Distribution:

Pass-A-Grille Community Association
Vina Del Mar Island Association
Gulf Beaches Historic Museum

Total Distribution 0.00

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

Issue

Considered: Authorize the City Manager to enter into a Purchasing Agreement with Gator Dredging for \$245,173 for Repairs to Seawalls at 59th Avenue (2) and Coquina Way Circle (1).

Date: September 22, 2015

Prepared By: John Kretzer, Interim Public Works Director

Summary of

Issue: On September 8, 2015, the City received bids from two (2) contractors to perform repairs to five (5) seawalls at the above mentioned locations. Responses to the bid solicitation for this project were as follows:

Gator Dredging: \$314,800.00
Westra Construction: \$860,000.00

Since both of these bids exceeded the City's budget for this project and two (2) of the walls were likely to impact (or be impacted by) the reconstruction of Pass-A-Grille Way, the City has elected to remove the seawalls at 18th and 27th Avenues from the scope. The remaining three (3) seawalls, located at 59th Avenue (2) and Coquina Way Circle (1), were presented with a low total bid of \$245,173.

We therefore request authorization to allow the City Manager to enter into a Purchasing Agreement with Gator Dredging for \$245,173 for Repairs to Seawalls at 59th Avenue (2) and Coquina Way Circle (1).

Funding: CIP - Seawalls

**Requested
Motion:**

"I move to authorize the City Manager to enter into a Purchasing Agreement with Gator Dredging for \$245,173 for Repairs to Seawalls at 59th Avenue (2) and Coquina Way Circle (1)."

Attachments: Purchasing Agreement

**Reviewed by
City Manager:** _____ *WS* _____

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Waterfront Property Services, LLC dba Gator Dredging
Repairs to Seawalls at 59th Avenue (2) and Coquina Way Circle (1)

THIS AGREEMENT is hereby executed this 22nd day of September, 2015, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and Waterfront Property Services, LLC dba Gator Dredging (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 January 1st, 2016.

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 \$245,173, 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:

Waterfront Property Services, LLC
dba Gator Dredging
13630 50th Way N
Clearwater, FL 33760

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.

Waterfront Property Services dba Gator Dredging CITY OF ST. PETE BEACH, FLORIDA
Vendor

BY


John B. Adams, Jr. / Managing Member
NAME, TITLE (typed or printed)

BY

CITY MANAGER

APPROVED AS TO FORM:

ATTEST:

ANDREW DICKMAN
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: Authorize the City Manager to enter into a Purchasing Agreement with Jam 5:20 Construction for \$49,561 for Bathroom Renovations at Fire Station #23.

Date: September 22, 2015

Prepared By: John Kretzer, Interim Public Works Director

**Summary of
Issue:**

The Fire Department budgeted to renovate the upstairs bathrooms at Fire Station #23. Project demolition will include the removal and disposal of shower stalls, including substrate, floor tile, interior walls and studs, and ceilings. Renovations will include new LED lighting fixtures, new water closet, lavatory sinks bathroom faucets, shower faucets, toilets, and grid drain, new washing machine box and rain and water pipe for the stainless steel compartment laundry/utility sink, new fans in each bathroom stall and in the laundry room, new drywall, pre-hung steel doors without threshold or jam at bathrooms, dura-rock and tile at shower stall walls, shower curtains, shower stalls, drop ceiling at laundry, closet, and utility areas, new vanities and miscellaneous towel bars and fixtures, and painting.

On September 8, 2015, the City received one (1) bid from Jam 5:20 Construction to perform Bathroom Renovations at Fire Station #23.

We therefore request authorization to allow the City Manager to enter into a Purchasing Agreement with Jam 5:20 Construction for \$49,561 for Bathroom Renovations at Fire Station #23.

Funding: CIP – Fire Station #23 Bathrooms

**Requested
Motion:**

“I move to authorize the City Manager to enter into a Purchasing Agreement with Jam 5:20 Construction for \$49,561 for Bathroom Renovations at Fire Station #23.”

Attachments: Purchasing Agreement

**Reviewed by
City Manager:** _____ WS

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

JAM 5:20 Construction, Inc.
Bathroom Renovations at Fire Station #23

THIS AGREEMENT is hereby executed this 22nd day of September, 2015, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and JAM 5:20 Construction, 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 January 1st, 2016.

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 \$49,561, 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:

JAM 5:20 Construction, Inc.
9161 131st Pl. N. Suite D.
Largo, FL 33773

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.

JAM 520 INC.
Vendor

BY 

Scott WEBER Director
NAME, TITLE (typed or printed)

CITY OF ST. PETE BEACH, FLORIDA

BY _____
WAYNE SAUNDERS
CITY MANAGER

APPROVED AS TO FORM:

ATTEST:

ANDREW DICKMAN
CITY ATTORNEY

CITY CLERK

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

Issue

Considered: Authorize the City Manager to enter into a Purchasing Agreement with Underground Infrastructure Technologies (UIT) for \$346,180 for Wastewater System Inspection and Cleaning.

Date: September 22, 2015

Prepared By: John Kretzer, Interim Public Works Director

**Summary of
Issue:**

The City recently contracted with Kimley-Horn to provide a Inflow & Infiltration (I & I) study of our waste water system. To complete this report, the City must select a contractor to perform inspection, cleaning, of the system. The information provided by this contractor will be a critical component of the data required for Kimley-Horn to complete their report.

On September 3, 2015, the City received bids from five (5) contractors for Wastewater System Inspection and Cleaning. Responses to the bid solicitation for this project were as follows:

EnviroWaste Services Group, Inc.: \$961,510
HydroMax USA, LLC: \$466,853
Underground Infrastructure Technologies: \$346,180
Layne Inliner, LLC: \$676,170
Hinterland Group, Inc.: \$1,030,990

Based on a review of the bids received, Underground Infrastructure Technologies (UIT) has been determined to be the lowest qualified bidder.

Funding: CIP – I & I Study

**Requested
Motion:**

“I move to authorize the City Manager to enter into a Purchasing Agreement with Underground Infrastructure Technologies (UIT) for \$346,180 for Wastewater System Inspection and Cleaning.”

Attachments: Purchasing Agreement

**Reviewed by
City Manager:** WS

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT
Underground Infrastructure Technologies
Wastewater System Inspection and Cleaning

THIS AGREEMENT is hereby executed this 22nd day of September, 2015, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and Underground Infrastructure Technologies (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 October 1st, 2016.
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 \$346,180, 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:

Underground Infrastructure Technologies
251 Valencia Avenue, #4655
Coral Gables, FL 33134

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.

Underground Infrastructure Technologies
Vendor

BY



Gonzalo Balandra, Managing Member.
NAME, TITLE (typed or printed)

CITY OF ST. PETE BEACH, FLORIDA

BY

CITY MANAGER

APPROVED AS TO FORM:

ATTEST:

ANDREW DICKMAN
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: Authorization for the City Manager to enter into an agreement with PlanActive for design services for the Pass-a-grille community in the amount not to exceed 78,500.00.

Date: September 22, 2015

Prepared By: Jennifer Bryla, Community Development Director

Summary of Issue: On July 31, 2015, the City published a Request for Qualifications (RFQ) to receive a Statement of Qualifications (SOQ) package from qualified firms capable of providing Design services for the Pass-A-Grille community. On September 9th, 2015 the City Commission accepted the ranking of PlanActive as the top ranked proposer and authorized the City Manager to negotiate a price for the work.

PlanActive has provided the City with an acceptable scope of services and a price that is within the amount set aside in the 2015 budget.

The scope of service provide the needed tasks to develop new guidelines for the Pass-a-grille community that recognizes and understands existing trends in development within the Area and develop strategies that encourage the preservation of historic structures and development patterns.

Funding: 2014 budget

Requested Motion: “I move to approve the ability for the City Manager to enter into an agreement with PlanActive for design services for Pass-a-grille community in the amount not to exceed 78,500.00..

**Reviewed by the
City Manager**

WS

EXHIBIT A SCOPE OF SERVICES

ST PETE BEACH: PASS-A-GRILLE DESIGN GUIDELINES

PURPOSE

This scope of services provides a detailed identification of the tasks and deliverables required to develop Pass-a-Grille Design Guidelines to be incorporated in the City of St. Pete Beach's Land Development Code. The Pass-a-Grille Historic District is generally bounded by 32nd Avenue to the north, 1st Avenue to the south, Pass-a-Grille Way to the east, and Gulf Way to the west. This scope of service shall provide the needed tasks to develop new guidelines for the Pass-a-Grille Area that recognizes and understands existing trends in development within the Pass-a-Grille Area and develop strategies that encourage the preservation of historic structures and development patterns.

PART ONE

TASK 1: UNDERSTAND THE CONTEXT

- 1.1 Kick-Off Meeting. The CONSULTANT will hold one (1) kick-off meeting with the CLIENT to review the scope of work, confirm the goals and objectives of the project, review the Project schedule, and clarify the CONSULTANT and City staff responsibilities. The CLIENT will participate in an overall site visit tour, providing the CONSULTANT with an overview of key issues, past concerns within the community and the City. The CONSULTANT will spend two (2) days on location, gathering past documents, looking at files and any information relevant to the project as provided by the CLIENT.
- 1.2 Staff Meetings. The CONSULTANT will meet or have a conference call with the CLIENT biweekly as requested by the CLIENT to review status of work and to solicit staff input on various options/ issues regarding the new regulatory structure for the Pass-a-Grille Design Guidelines. A total of twelve (12) monthly meetings are anticipated and each meeting will be approximately one (1) hours long. The CONSULTANT will provide meeting summaries and monthly project reports.
- 1.3 Site Analysis and Site Visit. The CONSULTANT will become familiar with the physical layout of Pass-a-Grille Area, the historic patterns of development and understand the redevelopment of land within the study area. If the CLIENT has parcel information and building footprints, the CONSULTANT will use this information. If the CONSULTANT does not obtain this information, the CONSULTANT will use aerial mapping, and parcel data from the county to complete the task. Note- the information will be as accurate as the data that is provided.
- 1.4 Comprehensive Plan, Land Development Code and FEMA policy analysis. The CONSULTANT will prepare a memorandum outlining each individual section of the existing Land Development Code that will be included and/or incorporated into the Pass-a-Grille Standards, outline any constraints within the Comprehensive Plan, and provide an overview of. [Federal Regulations, Title 44](#), Chapter I, Subchapter B, Part 60 in regards to historic structures. The CONSULTANT shall make a recommendation based on the interviews and site analysis as to the preferred approach to update the LDC to accomplish the goals and objectives for the Pass-a-Grille Design Guidelines. The CLIENT will provide feedback and a response for the recommendation and approach.

1.5 Interviews. The CONSULTANT will interview appropriate stakeholders individually and/or in groups as identified by the CLIENT and may include, but may not be limited to, City staff, elected officials, historic board members, property owners, neighborhood representatives, local design professionals, developers, business organizations. These interviews will be in the form of “Issues Meetings to identify and build consensus regarding:

1. Issues of concern related to the consistency of the past initiatives in Pass-a-Grille and associated development and redevelopment goals with the existing Regulations;
2. The preferred design characteristics that exist in the area and the design characteristics not acceptable in the area;
3. Issues regarding the review process, historic designation process, etc; and
4. Any other issues that need to be addressed in the LDC revisions.

1.6 Codes on the Road. The CONSULTANT will conduct one (1) Codes on the Road session on location in the study area that will last up to two (2) hours. The CLIENT will invite participants for this session.

1.7 Community Workshop. The first official Community workshop will be held to review the overall approach to the address the issues identified in Task 1.3. Topics to be discussed at this initial workshop will include: the work program in detail, the Project schedule, initial analysis and findings from the above tasks, and the community engagement opportunities during the development of the standards. It is suggested to invite the general public, city commissioners, planning and historic board members as part of this workshop. It's anticipated for the community meeting to last no longer than two (2) hours.

Deliverables:

- Detailed work program and schedule
- Summary goals and issues
- Initial checklist of sections that require revision
- Technical Memorandum describing the options for a revised development review process, summary matrix analysis of the existing LDC's and Comprehensive Plan.
- Photo documentation that highlights existing conditions of a site/area in the Pass-a-Grille study area that identify current development issues (resulting from code standards, site constraints), and potential solutions that can be included in the revisions to the LDCs.
- The CONSULTANT will document the Codes on the Road session and provide a PowerPoint summary on the area(s) visited and document the topics and issues discussed during the session.
- The CONSULTANT will prepare monthly meeting agendas, conduct the meetings and prepare the meeting summaries.
- Monthly project reports will include a review of tasks and actions accomplished to date.
- The CONSULTANT will have several public outreach and engagement opportunities: one (1) Community Workshop to review the overall Project approach with the Community, Codes on the Road, and Stakeholder Interviews.

TASK 2: CREATING THE PASS-A-GRILLE DESIGN GUIDELINES

- 2.1 Establish Outline for Pass-a-Grille Design Guidelines. The CONSULTANT shall review the entire LDC to identify all of the relevant and necessary provisions required to provide effective regulation within the boundaries of the Pass-a-Grille Area. The goal is to develop Design Guidelines for insertion in the Land Development Code that are clear, concise, and predictable as to the form of development.
- 2.2 Establish Administrative Policy for the Pass-a-Grille Design Guidelines. The CONSULTANT shall review the Administrative Portions of LDC and will revise and reformat the existing procedural requirements to address the issues identified in Task 1.
- 2.3 Establish Design Parameters for the Pass-a-Grille Design Guidelines. The CONSULTANT shall review the existing design regulations that guide Site Design and Lot Layout and Building Design and shall prepare the Pass-a-Grille Design Guidelines and remove duplication of requirements in the existing Land Development Code, eliminate conflicts and recommend updated standards to ensure high quality spaces defined by a variety of building types and uses including housing, retail, and entertainment space. The Pass-a-Grille Design Guidelines will incorporate a series of designs, illustrations, and diagrams that will be used to develop a regulating plan, building form standards, public frontage standards, use regulations as needed, descriptive building or lot types. Sections of this document would typically include the following:
- Overview, including principles, and intent; and explanation of the regulations and process in clear user-friendly language.
 - Regulating Plan, (a schematic representation of the overall Pass-a-Grille area) illustrating the location of streets, blocks, public spaces (such as greens, squares, and parks), and other special features. Regulating plans may also include aspects of Building Form Standards such as “build-to-lines” or “required building lines” and building type or form designations.
 - Building Form Standards, governing basic building form, placement, and fundamental urban elements to ensure that all buildings complement neighboring structures and the street. These standards should be based upon study of building types appropriate for the neighborhood vitality that will be reviewed against the existing community character that should be protected and enhanced as defined in the outreach. Task 1 will confirm the number and type of Building typologies to be developed during this task. The building form standards will address:
 - Lot Requirements (width, depth, size, and coverage)
 - Building Envelope (setbacks and frontage buildout)
 - Accessory Structure Envelope (setback, building footprint)
 - Parking Location
 - Building Height
 - BFE, the requirements of FEMA and provisions for historic area(s) as addressed in Task 1.
 - Private Frontage Requirements
 - Public Space/Street Standards, defining design attributes which balance the needs of motorists, pedestrians, bicyclists, and transit riders while promoting a vital public realm. These standards should include design specifications for sidewalks, bike lanes, design speed, travel lane widths, parking, curb geometry, trees, pedestrian access, pedestrian amenities, alleys, dead-end streets, and lighting.

- Other Standards, a consistency for the following standards, as outlined and confirmed in Task 1.X and addressing at a minimum: Density, Neighborhood Compatibility, Uses, Parking Requirements and Landscaping.
- Definitions. The CONSULTANT shall conduct a review of existing definitions and will revise and reformat as needed, plus insert any needed new definitions.

2.4 The CONSULTANT shall provide regulatory diagrams as part of the update/rewrite that will provide a clear graphic presentation of what the Pass-a-Grille Design Guidelines requirements are or what they seek to achieve through 3D Sketch Up and/or a combination of 3-D and Photo visualizations that highlight existing conditions of up to four (4) site/area(s) within the Pass-a-Grille Study area that identify current development issues (resulting from code standards, site constraints), and potential solutions that can be included in the revisions to the LDC.

Deliverables:

- The CONSULTANT will prepare the Draft Pass-a-Grille Design Guidelines and provide a reproducible and an electronic copy to the CLIENT. The Pass-a-Grille Design Guidelines will include illustrations, diagrams, photographs and regulatory language.
- Application Forms and submittal templates for the Pass-a-Grille Design Guidelines if needed.
- Photo Visualizations that identify the proposed elements to include in the Pass-a-Grille Design Guidelines (up to four scenarios).

TASK 3: REFINEMENT / ADMINISTERING THE PASS-A-GRILLE DESIGN GUIDELINES

3.1 Review Draft Pass-a-Grille Design Guidelines. The CONSULTANT will meet with CLIENT, and other appropriate staff as determined by the CLIENT to review the Draft Pass-a-Grille Design Guidelines to solicit comments and input. Based on comments from the CLIENT a Final Draft for public review will be prepared.

3.2 Test Site(s). The CONSULTANT will evaluate the effect of the recommended Code amendments by “testing” the regulations on up to six (6) sample sites. The results of this “test” will be used to define the effect of the recommended amendments on a sample location and will help to communicate the effect of these recommendations on property located within the Pass-a-Grille Area by demonstrating the benefits of alternative design and or review processes.

3.3 Presentation of First Draft. The CONSULTANT with support from the CLIENT will hold a community open house to present the Draft Pass-a-Grille Design Guidelines. The CONSULTANT will present the first draft for the purpose of gathering comments. Copies of the first draft will be in digital form on the website and 10 copies of draft will be provided by the CONSULTANT, the CLIENT may provide additional copies. The presentation may be made to a special audience of neighborhood residents or stakeholders, or may be presented before a joint gathering of municipal boards and committees, as determined by the CLIENT. It’s anticipated for the community meeting to last no longer than two (2) hours

3.4 Joint City Commission/Planning Board and Historic Preservation Workshop- The CONSULTANT will present the Pass-a-Grille Design Guidelines by holding a public meeting and will assist in any advance planning and preparation that may be requested during the workshop. The presentation will include a summary of community input and how that input

influenced the proposed Pass-a-Grille Design Guidelines and highlight the overall standards to provide the elected officials and board members an opportunity to provide comments prior to the hearings. It's anticipated for the community meeting to last no longer than two (2) hours.

3.5 Presentation of the Second Draft. After making revisions in response to comments on the first draft as described in Task 3.3, the CONSULTANT will present the second draft of the Pass-a-Grille Design Guidelines at another Community meeting convened by the CLIENT. It's anticipated for the community meeting to last no longer than two (2) hours.

3.6 Staff Training. The CONSULTANT will attend and participate in a one-day training session with the CLIENT that will be implementing the Pass-a-Grille Design Guidelines. As part of this task, the CONSULTANT will go through the application forms, submittal templates. (THIS TRIP CAN BE COMBINED WITH 3.5, TRIP)

Deliverables:

- The CONSULTANT will prepare revisions to the Final Draft Pass-a-Grille Design Guidelines and provide a reproducible and an electronic copy to the CLIENT. The Pass-a-Grille Design Guidelines will include illustrations, diagrams, photographs and regulatory language.
- Application Forms and submittal templates if needed
- The CONSULTANT will create and update a consolidated list of comments from the CLIENT review for submittal during the hearings. The CONSULTANT will also capture all the community workshop comments and consolidate into the larger list of comments
- The CONSULTANT will hold three (3) public meetings (two community workshops, joint planning, historic preservation and city commission workshop)

TASK 4: HEARINGS ADOPTION

4.1 Planning Board public hearing (1): The CONSULTANT will be responsible for the development of the hearing agenda and will prepare a presentation to the Planning Commission to be given jointly by the CONSULTANT and CLIENT.

4.2 City Commission public hearings (2): The CONSULTANT will prepare a final presentation of the Pass-a-Grille Design Guidelines for the City Commission to be given jointly by the CLIENT staff and The CONSULTANT for first and second hearing.

4.3 Final Work Product. The final work product shall include 5 hardcopies of the final adopted Pass-a-Grille Design Guidelines and one (1) digital copy.

Deliverables:

- The CONSULTANT will hold one (1) public hearing with the Planning Board.
- The CONSULTANT will hold two (2) public hearings with the City Commission
- The CONSULTANT will participate in and make presentations at the required public hearings and meetings for adoption.
- The CONSULTANT will prepare meeting notices and agendas.
- The CLIENT will advertise the meetings and mail out appropriate meeting notices to interested parties.

PART TWO

TASK 5: COMMUNITY MEETINGS

The CLIENT may determine the need for additional community meetings during the overall project. In the event this occurs, the CONSULTANT will create a public engagement approach; confirm the goals and objectives for the additional meeting(s) for the CLIENT approval. This task will only be used if needed to build consensus prior to the public hearing process and CLIENT approval.

COMPENSATION

PlanActive Studio will perform the Scope of Services contained in this Agreement as outlined by the following Parts:

Part One, lump sum fee, including directs not to exceed \$73,500.00

Part Two, hourly fee, including not to exceed \$5,000.00

Total Fee: \$78,500.00

CLIENT FURNISHED INFORMATION

PlanActive Studio will rely upon the accuracy and completeness of CLIENT-furnished

information in connection with the performance of services under this Agreement. The

CLIENT shall provide PlanActive Studio with project-related technical data including, but not limited to, the following;

- Currently adopted Land Development Code
- Currently adopted Comprehensive Plan
- Any documents, plans that have been completed in the Pass-a-Grille Study Area
- Any other relevant data or regulatory standards adopted or codified by the City of St Pete Beach.

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

Issue

Considered: Authorize the City Manager to proceed with Holiday Decoration option selected by Commission.

Date: September 22, 2015

Prepared By: John J. Kretzer, Interim Public Services Director

**Summary
Of Issue:**

Staff has assembled three options for Commission to choose from this year. While we do not expect decisions to be made on all the specific details of the Holiday Decorations we would like approval of one of the concepts presented.

Once the concept has been approved, this will give a clear direction for staff to start the bidding process in order to secure the Holiday Decorations.

Funding: FY2015 Budget - Public Services Department – Streets – Professional/Contractual 001.6103.541.5310

**Requested
Motion:**

“I move to authorize the City Manager to proceed with option “XX” for Holiday Decorations.”

Attachments: Holiday Decorations Presentation

**Reviewed by
City Manager:** -----

Holiday Lighting & Decor



2015

OPTION ONE

Year 2013 and prior option

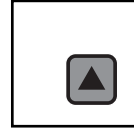
Includes

Pole Mounts

Est. Qty: 53

*Blind Pass Road - from 75th to bridge, &
75th Ave from Bridge to Gulf Blvd.*

90



OPTION ONE

Includes

Pole Trim

Pole Lamps trimmed with green garland, topped with large vinyl ribbon.

LOCATIONS:

GulfWay , Pass-a-Grille Way, Corey Avenue



Tree Wraps

*Medjool Palms to be wrapped with option of:
Green Trim with Red Glitter Bows, and /or
Red Trim with Gold Glitter Bows*

LOCATIONS:

Pinellas Bayway, Gulf Blvd, 75th Avenue

**price subject to change based on locations selected.*

OPTION ONE

Includes

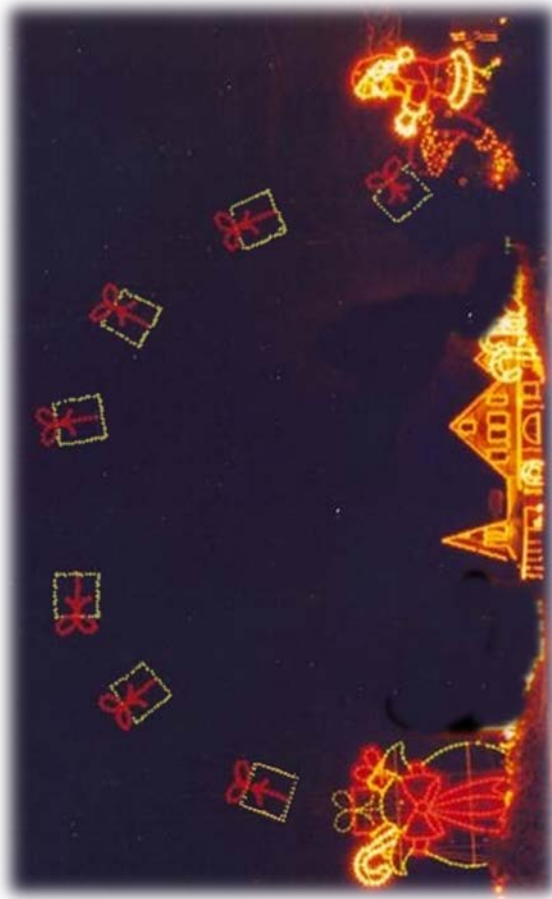
Decorative Holiday Tree in Horan Park



**New Option since 2014 – to add lighting decorations*

HORAN PARK LIGHTING

None of the proposed options include decorative light fixtures for Horan Park. Add this option to include lighting fixtures for Horan Park. * **SELECTIONS MAY VARY BASED ON AVAILABILITY AND BUDGET.**



\$8,395

Add

based on selections

OPTION ONE

**New Option since 2014 – to add trees at entrances*

25' Garland Tree with White LED Lights

LOCATIONS:

- *Blind Pass Road Bridge Entrance*
- *Bayway Bridge Entrance*

Add **\$5,600.00**



SUBSTITUTION for entrances

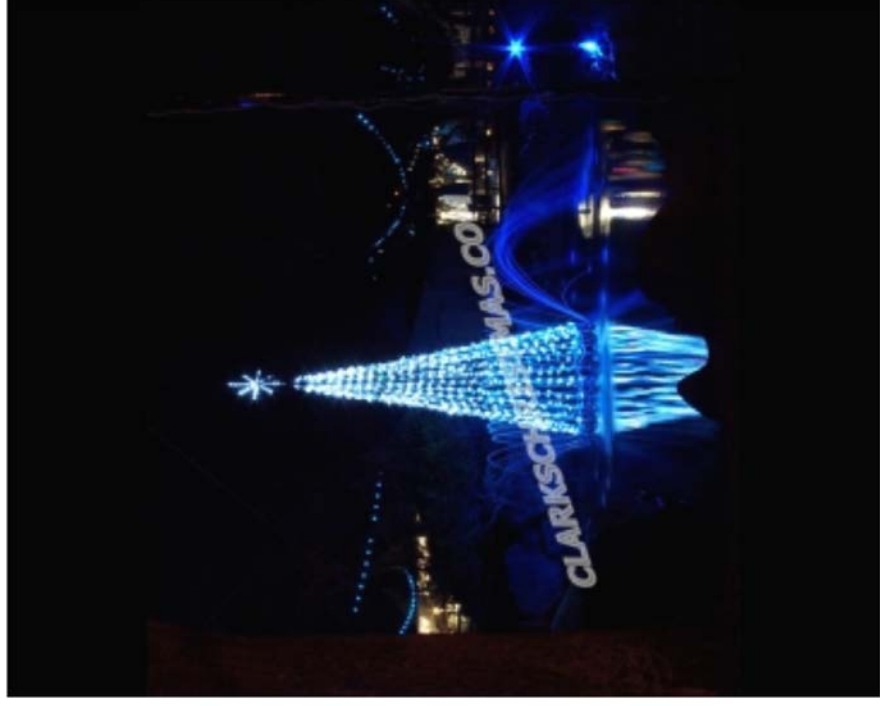
Entrance Holiday Tree Substitution

17' Tree with White LED Lights, no garland.

LOCATIONS:

- *Blind Pass Road Bridge Entrance*
- *Bayway Bridge Entrance*

Add
\$2,600.00



OPTION ONE EXPENSE

Preliminary expense for **OPTION ONE** based on last year's quote is:

\$26,625.00

*This price does not include HORAN PARK decorations, or the each tree located at Bayway Bridge and Blind Pass Road Bridge.
To include Horan Park decorative lighting would add an extra:*

\$8395.00

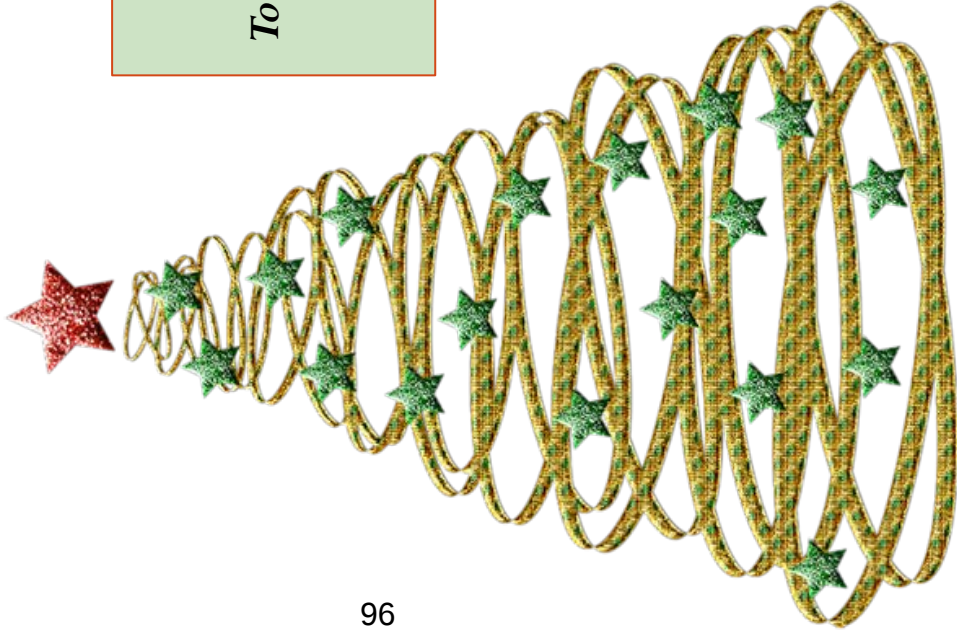
To include each tree at Bayway and Blind Pass Road Bridge would add an extra:

*If you select **Garland Tree** - \$5,600.00*

*If you select **LED Lighted Tree** - \$2,600.00*

All options price - lowest: \$ 37,620.00

All options price - highest: \$ 40,620.00



OPTION TWO

Includes

Pole Trim

Pole Lamps trimmed with green garland, topped with large vinyl ribbon.

LOCATIONS:

GulfWay , Pass-a-Grille Way, Corey Avenue



Tree Wraps

*Medjool Palms to be wrapped with option of:
Green Trim with Red Glitter Bows, and/or
Red Trim with Gold Glitter Bows*

LOCATIONS:

Pinellas Bayway, Gulf Blvd, 75th Avenue

**price subject to change based on locations selected.*



OPTION TWO

Includes

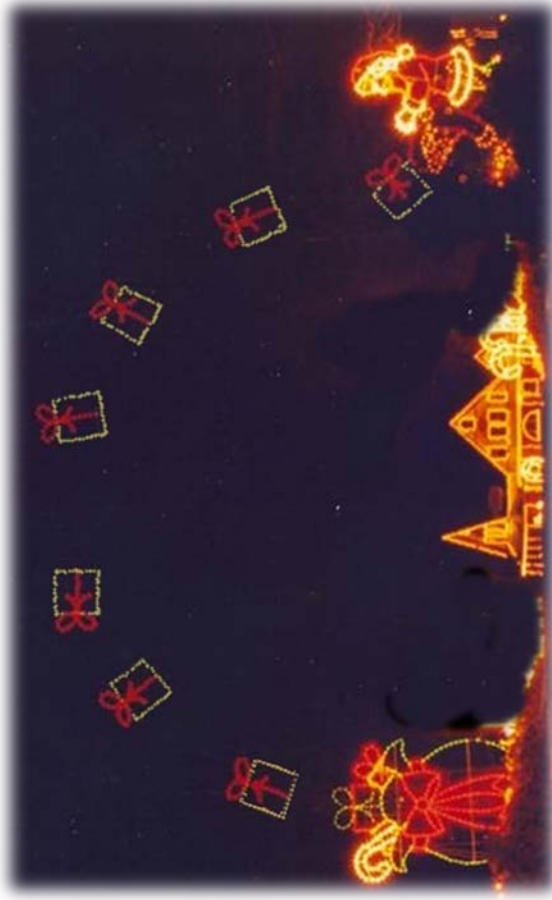
Decorative Holiday Tree in Horan Park



**New Option since 2014 – to add lighting decorations*

HORAN PARK LIGHTING

None of the proposed options include decorative light fixtures for Horan Park. Add this option to include lighting fixtures for Horan Park. * **SELECTIONS MAY VARY BASED ON AVAILABILITY AND BUDGET.**



\$8,395

Add

based on selections

OPTION TWO

**New Option since 2014 – to add trees at entrances*

25' Garland Tree with White LED Lights

LOCATIONS:

- *Blind Pass Road Bridge Entrance*
- *Bayway Bridge Entrance*

Add **\$5,600.00**



SUBSTITUTION for entrances

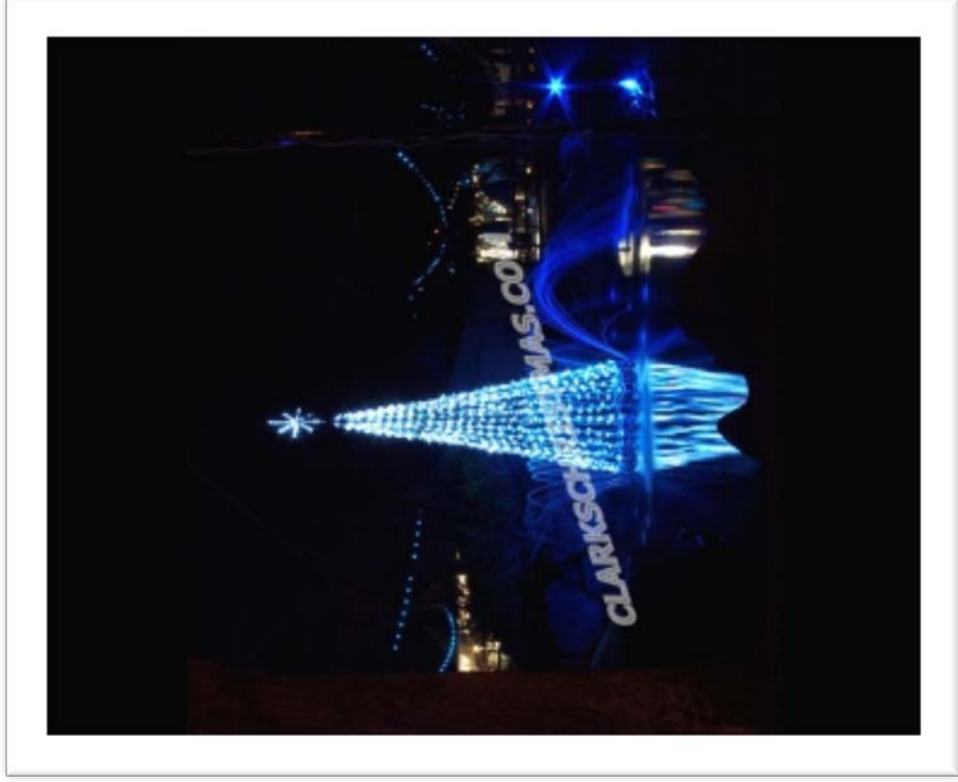
Entrance Holiday Tree Substitution

17' Tree with White LED Lights, no garland.

LOCATIONS:

- *Blind Pass Road Bridge Entrance*
- *Bayway Bridge Entrance*

Add **\$2,600.00**



OPTION TWO EXPENSE

*Preliminary expense for OPTION TWO
based on last year's quote is:*

\$ 20,350.00

This price does not include HORAN PARK decorations, or the each tree located at Bayway Bridge and Blind Pass Road Bridge.

To include Horan Park would add an extra:

\$8395.00

To include each tree at Bayway and Blind Pass Road Bridge would add an extra:

If you select Garland Tree -\$5,600.00

If you select LED Lighted Tree -\$2,600.00

All options price - lowest: \$ 31,345.00

All options price - highest: \$ 34,345.00



OPTION THREE

Includes

Pole Mounts

Est. Qty: 119



*All of Blind Pass Road
&
All of Gulf Boulevard*

OPTION THREE

Includes

Pole Trim

Pole Lamps trimmed with green garland, topped with large vinyl ribbon.



LOCATIONS:

- *Gulf Way*
- *Pass-a-Grille Way*
- *Corey Avenue*

** No Medjool Palm Tree Wraps with this option*

OPTION THREE

Includes

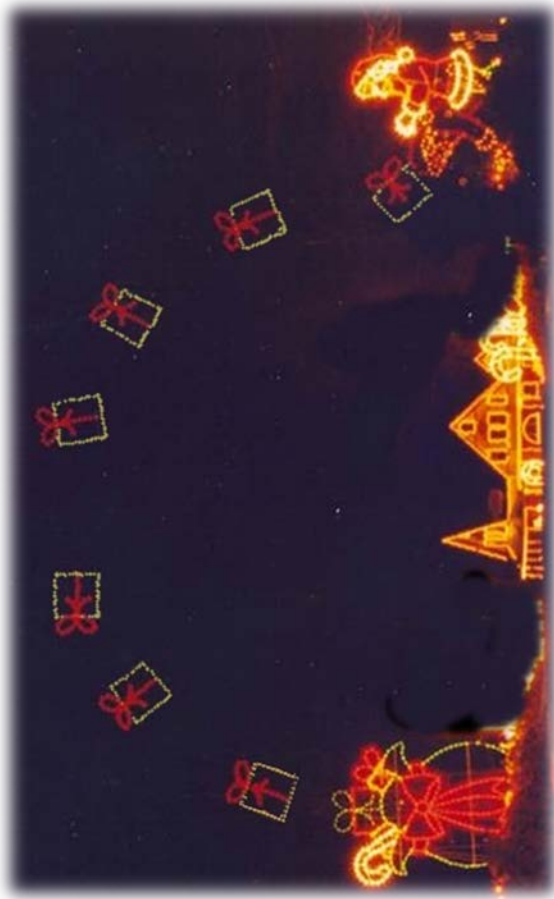
Decorative Holiday Tree in Horan Park



**New Option since 2014 – to add lighting decorations*

HORAN PARK LIGHTING

*None of the proposed options include decorative light fixtures for Horan Park. Add this option to include lighting fixtures for Horan Park. * **SELECTIONS MAY VARY BASED ON AVAILABILITY AND BUDGET.***



\$8,395

Add

based on selections

OPTION THREE

**New Option since 2014 – to add trees at entrances*

25' Garland Tree with White LED Lights

LOCATIONS:

- *Blind Pass Road Bridge Entrance*
- *Bayway Bridge Entrance*

Add **\$5,600.00**



SUBSTITUTION for entrances

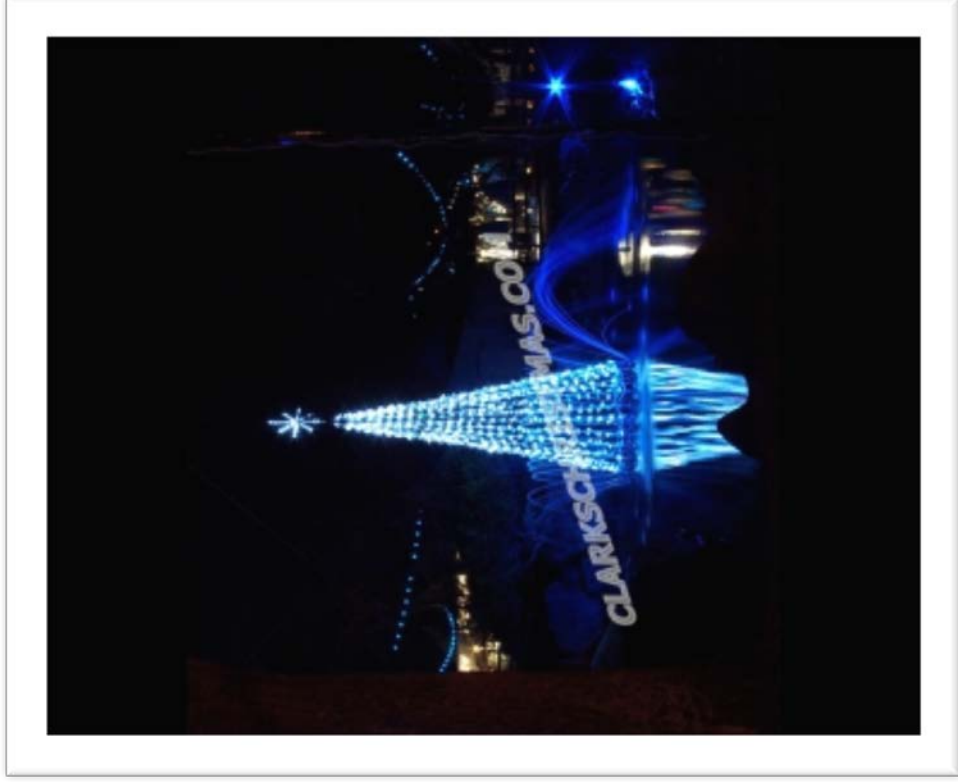
Entrance Holiday Tree Substitution

17' Tree with White LED Lights, no garland.

LOCATIONS:

- *Blind Pass Road Bridge Entrance*
- *Bayway Bridge Entrance*

Add **\$2,600.00**



OPTION THREE EXPENSE

*Preliminary expense for OPTION THREE
based on last year's quote is:*

\$ 35,175.00

*This price does not include HORAN PARK decorations, or the each tree
located at Bayway Bridge and Blind Pass Road Bridge.*

To include Horan Park would add an extra:

\$8395.00

*To include each tree at Bayway and Blind Pass Road Bridge would add
an extra:*

*If you select **Garland Tree** -\$5,600.00*

*If you select **LED Lighted Tree** -\$2,600.00*

All options price - lowest: \$ 46,170.00

All options price - highest: \$ 49,170.00



OPTION ONE

\$26,625.00

BASE PRICE

INCLUDES:

- 53 Pole Mounts
(BPR, 75th to Bridge & 75th
from Bridge to Gulf Blvd)
- Poles trimmed
with garland
and bows.
(GulfWay, PAGW, Corey)
- Trees wrapped
with garland
and bows.
(Bayway, Gulf Blvd, 75th)
- Decorative
Holiday Tree in
Horan Park.



OPTION TWO

\$20,350.00

BASE PRICE

INCLUDES:

- Poles trimmed
with garland
and bows.
(GulfWay, PAGW, Corey)
- Trees wrapped
with garland
and bows.
(Bayway, Gulf Blvd, 75th)
- Decorative
Holiday Tree in
Horan Park.



OPTION THREE

\$35,175.00

BASE PRICE

INCLUDES:

- 119 Pole Mounts
(All BPR & All Gulf Blvd.)
- Poles trimmed
with garland and
bows.
(GulfWay, PAGW, Corey)
- Decorative
Holiday Tree in
Horan Park.



OPTION ONE

\$ 26,625.00

OPTION TWO

\$ 20,350.00

OPTION THREE

\$ 35,175.00

ADDITIONS

Horan Park

☐ Decorative Light Displays

\$ 8,395.00

25' LED Lighted

☐ Garland Tree
Bayway and BPR entrances

\$ 5,600.00

17' LED Lighted

☐ Tree, no garland
\$2,600.00

ADDITIONS

Horan Park

☐ Decorative Light Displays

\$ 8,395.00

25' LED Lighted

☐ Garland Tree
Bayway and BPR entrances

\$ 5,600.00

17' LED Lighted

☐ Tree, no garland
\$2,600.00

ADDITIONS

Horan Park

☐ Decorative Light Displays

\$ 8,395.00

25' LED Lighted

☐ Garland Tree
Bayway and BPR entrances

\$ 5,600.00

17' LED Lighted

☐ Tree, no garland
\$2,600.00

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

Issue Considered: Authorization for the Mayor and City Manager to enter into a collective bargaining agreement with the Communication Workers of America for October 1, 2015 to September 30, 2018.

Date: September 22, 2015

Prepared By: Wayne Saunders, City Manager *WS*

Summary of Issue: The Collective Bargaining Agreement between the City and our general employees will expire on September 30th, 2015. We recently completed negotiations with their representatives, Communication Workers of America, and our employees have ratified the new agreement with changes shown in the attached agreement. The new agreement will expire September 30, 2018. The following is a summary of those changes:

- Article 10, Employee Rights, Section 4, Union Representation – changed the word “may” to “shall” for employee representation by the union at formal investigatory or written disciplinary meetings.
- Article 15, Paid Time Off (PTO), Section 10 - changed definition of catastrophic illness from seven consecutive working days to five consecutive working days.
- Added Article 16, Sick Leave - employees will be eligible for 48 hours of paid sick leave per year to use for catastrophic situations as defined in the contract. This leave shall have no dollar value upon termination.
- Article 23, Hours of Work and Overtime Payments, Section 5C, Overtime - holidays will count as hours worked for the purposes of calculating overtime.
- Article 24, Pay Plan – For FY2015-2016 employees are eligible for a 3% increase; prior to October 2016 the City will conduct a pay and classification study and will renegotiate the final two years of the pay plan; and Section 8, Economic Reopener, added “10% or more reduction in”, quantifying the amount of reduced revenue received by the city in order to reopen economic items in the contract.
- Appendix I was updated to reflect positions added and changed during the last contract period.
- Appendix III was updated to reflect positions added and changed during the last contract period.

I recommend approval of the revised Collective Bargaining agreement as presented.

Requested Motion: “I move the Mayor and City Manager be authorized to enter into a collective bargaining agreement with the Communication Workers of America for October 1, 2015 to September 30, 2018.”

Attachments: CWA Ratification memo
Collective Bargaining Agreement



Local 3179

September 4, 2015

Wayne Saunders
City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, Florida 33706-1839

Re: CBA Ratification:

Dear Mr. Saunders:

The Communications Workers of America are pleased to inform you that our St. Pete Beach Unit has ratified the proposed tentative agreement by a unanimous vote. We appreciate the congenial spirit that you brought to the contract negotiations and we look forward to working with you and the team for the upcoming pay study

If you have any questions or need further explanation please contact me at your earliest convenience.

Sincerely,


Stephen Sarnoff
President



AGREEMENT BETWEEN
THE CITY OF ST. PETE BEACH
AND
THE COMMUNICATION WORKERS
OF AMERICA



October 1, 2015~~2~~ through September 30, 2018~~5~~

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ARTICLE 1

PREAMBLE

Section 1. This Agreement is entered into by and between the CITY OF ST. PETE BEACH, Florida, hereinafter referred to as the Employer, and the COMMUNICATION WORKERS OF AMERICA, hereinafter referred to as the Union, for the purpose of establishing an orderly and peaceful procedure for good faith labor relations, providing an orderly and prompt method for handling grievances, and setting forth the basic and full agreement between the parties concerning wages, hours, and other terms and conditions of employment. This Collective Bargaining agreement is applicable for employees as defined in Certificate Number 797 issued to the CWA in accordance with the certification granted by the Public Employees Relations Commission on June 22, 1988.

ARTICLE 2 UNION RECOGNITION

Section 1. Inclusions.

The Employer recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment for employees of the City of St. Pete Beach who are members of the bargaining unit except those employees specifically excluded in Section 2 below. Appendix 1 lists all current positions recognized within the bargaining unit.

Section 2. Exclusions.

Excluded from the bargaining unit are all employees whose positions are confidential; temporary; managerial, administrative, professional and supervisory; and all other employees included in other bargaining units certified under Chapter 447.

ARTICLE 3 RIGHTS OF PARTIES

Section 1. Management.

The Employer reserves, retains and is vested with exclusively, all rights of management which have not been expressly abridged by specific provisions of this Agreement. The exclusive rights of management include, but are not limited to, the following:

- A. To determine the organization of the City government.
- B. To determine the purpose of each of its constituent agencies.
- C. To exercise control and discretion over the organization and efficiency of operations of the City.
- D. To set standards for services to be offered to the public.
- E. To manage and direct the employees of the City.
- F. To hire, examine, classify, promote, train, transfer, assign, schedule and retain employees in positions with the City.
- G. To suspend, demote, discharge or take other disciplinary action against employees for just cause.
- H. To increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds or other legitimate reasons.
- I. To determine the location, methods, means and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work.
- J. To determine the number of employees to be employed by the City.
- K. To establish, change or modify the number, types and grades of positions or employees assigned to an organization, unit, department or project.
- L. To establish, change or modify duties, tasks, responsibilities or requirements within job descriptions in the interest of efficiency, economy, technological change or operating requirements.

Section 2. Impact Bargaining.

Except in extenuating circumstances recognized under PERA, the City will notify the Union before a change affecting wages, hours or working conditions as a result of the exercise of a management right set forth in Section 3.1 or any statutory management right. Upon a proper request by the Union within ten (10) days of receipt of notice by the Union of the anticipated change:

- A. If the change involves a statutory management right defined in FS 447.209, or cases

decided thereunder, or enumerated in Section 3.1, the City will negotiate the impact of the exercise of the right.

- B. If the change involves an enumerated management right in Section 3.1 that is not a statutory management right, no change will be made until the decision and impact have been bargained.
- C. Resolution of disputes under (a) and (b) above shall be under the Impasse Resolution Procedure set forth in F.S. Chapter 447.

Section 3. Employees.

Employees and the Union shall retain their full and unrestricted rights accorded to them under State and Federal laws governing Public Employees.

ARTICLE 4

PROHIBITION AGAINST STRIKES

Section 1. Definition.

A strike shall be defined as: A concerted action and failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation for the rights, privileges or obligations of employment.

Section 2. Florida Statutes.

The Union recognizes the provisions of Florida Statutes defining illegal strikes.

Section 3. Discipline.

Any employee who engages in an illegal strike may be subject to discipline.

Section 4. Pay, Benefits and Reemployment.

No employee shall be entitled to any daily pay, wages or other benefits including but not limited to sick leave, holiday leave and annual leave for the day, which the employee engaged in a strike. Any employee discharged in accordance with applicable illegal strike provisions of the State of Florida Public Employees Labor Relations Act shall, if re-employed by the City, serve a six (6) month probationary period following the reappointment or re-employment.

Section 5. Union Action.

In the event of an illegal strike, the local President of the Union, upon having knowledge provided to him/her by the City Manager or the City Manager's designee of such strike, shall notify the membership that strike action is not legal and shall request the employees return to work. The local Union President, or the President's designee, shall notify the City Manager within twenty-four (24) hours after the commencement of such interruption as to the measures taken to comply with the provisions of this Article.

Section 6. Unfair Labor Practice.

The City of St. Pete Beach recognizes the provisions of Florida State Statutes, defining unfair labor practices.

ARTICLE 5 NONDISCRIMINATION

Section 1. Union Membership and Activities.

Employees in the Unit shall have the right to join, and participate in, or to refrain from joining, forming or participating in the Union. Neither the Employer nor the Union or employee will illegally discriminate against any employee in regard thereto.

Section 2. Unlawful Discrimination.

The City nor the Union or the employee shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, national origin, sexual orientation, age or because of such employee's handicap and or disability.

ARTICLE 6

ABSENCE FROM DUTY FOR UNION BUSINESS

Section 1. Union Business.

- A. Union officers, as defined within this agreement, may be granted time off without pay to attend officially called conferences, conventions or schools whenever possible provided:
 - 1. Not more than a maximum of two (2) officers in any one instance.
 - 2. A written request is submitted to departmental management at least seventy-two (72) hours prior to the leave period.
 - 3. Sufficient manpower is available to properly staff the department during the absence of the Union officer.
- B. Such time off shall not be considered as time worked for the purpose of overtime computations but shall be considered as time worked for the purposes of such accrual and other fringe benefits, provided that such leave does not exceed five (5) consecutive workdays.
- C. Employees on the Union negotiating committee shall suffer no loss of pay when attending contract negotiations with City officials.

Section 2. Failure to Return from Union Business Leave.

Failure to return to work at the expiration of an approved leave shall be considered as absence without leave, but upon their timely return from leave, the employee shall be granted and given the same position or substantially similar position without loss of salary or benefits.

Section 3. City Initiated Committees.

The Union shall have the right to appoint members in the number authorized by the City to participate on the Union's behalf on City-initiated committees and shall notify the City in writing of the names of the Union's designated representative(s). The Union shall coordinate its choice of representative(s) so no single work group or division will be adversely affected. Union representative(s) attending such committee meetings shall not lose pay.

Section 4. CWA Pool Time Donation.

Beginning with October 1, 2006 and each October 1st thereafter, all members of the CWA will have deducted from their annual vacation accrual two (2) hours which will be credited to the CWA Pool Time account. Union members may draw upon pool time to attend official conferences, conventions, or school with the approval of the affected Department Director, provided that no less than one week's notice is provided.

Each member of the CWA may also donate an additional two (2) hours or more of his/her vacation leave, but not sick leave time, to the CWA pool, which may be drawn upon at the discretion of the Union. Donations of time to this pool must be in the increments of two (2) hours and donation requests must be in writing and signed on approved form.

ARTICLE 7

DUES DEDUCTIONS

Section 1. Written Authorization.

Employees covered by this Agreement may request on a prescribed form the authorization for payroll deductions for the purpose of paying Union dues. The Employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and uniform assessments.

Section 2. Revocation.

Authorizations on file shall remain in full force and effect for the term of this contract unless revoked on the prescribed Employer approved form. Cancellations of such written authorization for payroll deductions must be in writing and sent/delivered to the Employer's Personnel Office and the Local Union. The Employer will forthwith provide the Union copies of all Union dues deduction revocations prior to the termination of such dues.

Section 3. Notice of Amount.

The Union will initially notify the Personnel Office as to the amount of dues to be deducted from a member's salary on a monthly basis. Such notification will be certified to the Personnel Office in writing over the signature of an authorized officer of the Union. Changes in Union dues will be similarly certified to the Personnel Office and shall be done at least sixty (60) calendar days in advance of the effective date of such change.

Section 4. Authorization Form.

Deductions for Union dues will be honored providing an authorization form for such deduction is properly executed and on file with the Employer. The Union will furnish forms of uniform size for such individual authorization.

Section 5. Deduction and Transmittal to Union.

The Employer shall deduct dues twenty-six (26) times per year in amounts as certified to the Employer by the Secretary-Treasurer of the Communications Workers of America and will remit the aggregated deduction so authorized together with an itemized statement to the Secretary-Treasurer. Dues deductions will be remitted within thirty (30) days from the date of the deduction on a monthly basis. Changes in Union membership dues will be similarly certified to the Employer in writing and shall be done at least thirty (30) days prior to the effective date of such change.

The Union will indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by the Employer on account of payroll deduction of Union dues.

The Union agrees that in case of error, proper adjustment, if any, will be made, by the Union with the affected employee.

Section 6. Lists to be Supplied.

A printed list of all bargaining unit members shall be provided at no cost, upon request, to the Union President.

ARTICLE 8

UNION REPRESENTATION

Section 1. Notice of Representatives.

The Employer agrees to recognize the officers and stewards designated by the Union. The Union shall furnish written notice to the Employer of such officers and stewards prior to being effective.

Section 2. Union Representatives.

Union representatives recognized by this Agreement are the Local President, or his designee. In addition, the Employer shall recognize at least one (1) Union steward for each thirty-five (35) employees and/or fraction thereof in each City department who are employees of the City.

Section 3. Union Activities.

Neither the Union nor its members shall carry on Union activities on Employer time, nor shall such activities occur on Employer premises except as set forth in Florida State Statute 447.

Section 4. Literature.

The Union shall not distribute literature in violation of F.S. 447.509(1)(B).

Section 5. Contents.

The Union shall not distribute upon the premises of the Employer any materials that reflect on the integrity or motives of any individual, department, or activity of the City government. This shall not restrict members of the Union from having the same privileges as any citizen.

Section 6. Potential Discipline.

Employees violating any provision of this Article will be subject to discipline to include but not limited to discharge.

ARTICLE 9

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. General.

- A. The purpose of this Article is to establish procedures for the fair, expeditious, and orderly adjustment of grievances and is to be used only for the settlement of disputes between the City, the Union and an employee, or group of employees, involving the interpretation or application of this Agreement, including disciplinary action. An employee shall have the option of utilizing the grievance procedures contained in the PRR or the grievance procedure established under this Article. In no case shall the employee use both procedures. No grievance may be filed by or in behalf of a probationary employee by the Union.
- B. A grievance is defined as a claim of a misinterpretation, misapplication or violation of the specific terms of this Agreement.
- C. A grievance may be submitted under this procedure by one (1) or more aggrieved employees, or by the CWA as a general or class grievance. A Union general grievance shall be initially submitted at Step Two to the Department Director within ten (10) calendar days of the occurrence of the matter from which the grievance arose.
- D. A grievance not submitted within the time limits as prescribed for every step shall be considered untimely. A grievance not appealed to the next step within the time limits established by this grievance procedure shall be considered either settled on the basis of the last answer provided by the City or that the grievant elected not to proceed any further. A grievance not answered within the limits prescribed for the City at each step shall entitle the employee or Union to advance the grievance to the next step. The time limits prescribed herein may be extended by mutual agreement of the Union and City.
- E. The requirements in Steps One through Three for written grievances and answers shall not preclude the aggrieved employee, the Union, if applicable, and the City from orally discussing and resolving the grievance.
- F. A grievant may be accompanied by a Union representative at any time during the grievance procedure. The City will attempt to accommodate all parties in the processing of grievances.
- G. It is recognized and accepted by the Union and the City that the processing of grievances is of the utmost importance, and therefore grievances may be processed during employees' normal working hours without loss of wages when the absence of employees or supervisors involved in reasonable and will not, in the judgment of the Department Director or City Manager's designee, be detrimental to the work programs of the City.
- H. Nothing in this Article shall preclude the appointment of designees in the reasonable absence of the Department Director or City Manager.

Section 2. Grievance Procedure.

- A. Step One - The aggrieved employee or the Union shall submit a written grievance (on the form supplied by the Employer) to his immediate supervisor within ten (10) calendar days after the occurrence of the matter from which the grievance arose. The written grievance at this step, and all steps hereafter, shall contain the following information:
1. A statement of the grievance, including the date of occurrence, and details, and facts upon which the grievance is based.
 2. The article (and section as appropriate) of the Agreement alleged to have been violated.
 3. The action, remedy or solution requested by the employee.
 4. The signature of the aggrieved employee, or the Union representative in case of class grievances.
 5. The date submitted.

The immediate supervisor shall meet with the grievant or Union, whomever initiated the grievance, within ten (10) calendar days of receipt of the written grievance, to discuss and seek a solution to the grievance. Within ten (10) calendar days after the meeting, the immediate supervisor shall give his answer in writing to the grievant and the Union.

- B. Step Two - If the grievance is not resolved at Step One, the aggrieved employee or the Union, whichever applies, may submit a written appeal to the Department Director within ten (10) calendar days after receipt of the immediate supervisor's written answer.

Within ten (10) calendar days after receipt of the written appeal, the Department Director will meet with the aggrieved employee and/or the Union representative to discuss and seek a solution to the grievance. Within ten (10) calendar days after this meeting, the Department Director shall give his written decision to the grievant.

- C. Step Three - If the grievance is not resolved at Step Two, the aggrieved employee or the Union, whomever filed the grievance, may submit a written appeal to the City Manager within ten (10) calendar days after the Department Director's, or his designee's, written answer. The City Manager shall meet with the aggrieved employee, and/or the Union representative, and the Department Director within ten (10) calendar days of receipt of the written appeal to discuss and seek a resolution of the grievance. Within fourteen (14) calendar days after this meeting, the City Manager shall give his written answer to the grievant and/or the Union representative.

Verbal warnings, documented verbal warnings, and written warnings are subject to the grievance procedure only through Step Three, City Manager, and not subject to arbitration.

Section 3. Arbitration Referral.

- A. If the grievance is not resolved at Step Three, the Union may, within thirty (30) calendar days after receipt of the Step Three written response, submit a written request for arbitration to the City Manager. Employees shall not be entitled to arbitrate grievances unless the Union refuses to arbitrate an employee's grievance solely because the employee is not a Union member in which event the employee shall be entitled to

arbitrate under the same conditions, including a written request to arbitrate to the City Manager within thirty (30) calendar days after receipt of the Step 3 response, and financial obligations as the Union.

- B. Within five (5) calendar days after the date of receipt of the arbitration request, the Union and the City Manager shall meet or confer by phone for the purpose of attempting to jointly select an arbitrator.
- C. If the parties fail to mutually agree upon an arbitrator, within ten (10) calendar days after the date of receipt of the arbitration request, a list of seven (7) qualified neutrals shall be requested from the Federal Mediation and Conciliation Service (FMCS) by the Union. All arbitrators must reside in Florida or agree to charge travel expenses as if they resided in Tampa, Florida. Within five (5) calendar days after receipt of the list, the parties shall meet and alternately cross out names on the list, and the remaining name shall be the arbitrator. A coin shall be tossed to determine who shall cross out the first name.
- D. The hearing on the grievance shall be informal and the rules of evidence shall be applied liberally except when the arbitrator determines the matter has no probative value or should not otherwise be heard.
- E. The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement, and shall confine his decision solely to the interpretation or application of this Agreement. The arbitrator shall not have authority to determine any issues not submitted to him. The arbitrator shall not award any monetary relief to any employee who has not filed a timely written grievance under Section 9.2(A).
- F. Subject to applicable law, the decision of the arbitrator shall be final and binding upon the aggrieved employee and/or the Union, and the City.
- G. The arbitrator's fee and expenses shall be borne equally by the parties to the arbitration.
- H. Attendance at any arbitration procedure and the compensation of participants or witnesses shall be the responsibility of the party requesting the participants or the witnesses. Either party desiring transcripts of the arbitration hearing shall be responsible for the cost of such transcripts. Each party shall be responsible for their own attorney's fees and costs.
- I. The arbitrator shall be requested to render his decision as quickly as possible, but not later than thirty (30) calendar days after the hearing. The City will not incur any back pay or financial liability after thirty (30) days following the close of the arbitration hearing unless the City has agreed to extend the time limit for the arbitrator's decision. In the event because of an internal Union issue, the arbitrable issue is not arbitrated within sixty (60) calendar days after the written request for arbitration is received by the City, no back pay, or other monetary relief shall be awarded to the Union or any employee for more than sixty (60) calendar days after the written request to arbitrate was received by the City.
- J. In deciding any grievance resulting in retroactive adjustment, such adjustment shall be limited to the date of the initial occurrence, which gave rise to the need for adjustment.
- K. Upon receipt of the arbitrator's award, corrective action, if any shall be implemented as soon as possible, but in any event not later than fifteen (15) calendar days after receipt of the arbitrator's decision.

Section 4. Limitations.

Claims of a violation of any law, including those referenced in Article 3, Section 3; Article 4, Section 6; Article 5 and Article 13, shall be subject to the grievance procedure but shall not be subject to arbitration without the written consent of both the Union and the City.

ARTICLE 10

EMPLOYEE RIGHTS

Section 1. Disciplinary Action.

No disciplinary action shall be taken against an employee who has successfully completed his initial probationary period except for just cause.

Section 2. Written Reprimands.

If an employee is disciplined, the employee shall be given the opportunity to affix his/her signature; date and sign the written reprimand and shall receive a copy of said reprimand containing the employee's signature. The reprimand shall contain date of occurrence, reason for reprimand and suggested remedy. The employee's signature does not imply agreement.

Section 3. Past Disciplinary Action.

When administering disciplinary action, consideration shall be given to the severity of the offense, the cost involved, the time interval between violations and the length and quality of the employee's work performance record. However, disciplinary action as a result of group one offences that occurred more than 24 months prior will not be considered.

Section 4. Union Representation.

If requested by the employee, a Union representative ~~shall~~ ~~may~~ accompany an employee at any formal investigatory meeting or at any formal written disciplinary step prior to and including suspension and/or termination.

Section 5. Review of Personnel Files.

Employees shall be allowed to review their personnel files.

Section 6.

All investigations shall culminate in a decision.

Section 7. Retaliation.

No adverse action shall be taken against an employee because he exercises rights provided in this Article.

Section 8. Relieved From Duty.

Employees relieved from duty for alleged violations of the law and/or departmental rules shall remain on full salary and allowances until such time as the charges have been verified by the Superintendent, or his designee, as proper charges of sufficient seriousness and with supporting evidence which should cause the employee to be placed in a leave without pay status.

ARTICLE 11

BULLETIN BOARDS AND CITY E-MAIL

Section 1. Use.

The Union shall be entitled to reasonable use of assigned bulletin boards at all offices in work locations where bargaining unit members work, or the Union may furnish a bulletin board for its use of a type and in an area approved by the Employer. In addition, Union members who have access to City computers may receive e-mail copies of any Union notice posted on assigned bulletin boards.

Section 2. Union Notices.

These bulletin boards and the City e-mail system shall be used for posting Union notices but restricted to:

- A. Notices of Union recreational or social affairs.
- B. Notices of Union elections and results of such elections.
- C. Notices of Union appointments and other official Union business.
- D. Notice of Union meetings.

Any other information, including any notices containing any information other than purpose, date, time and place, may be posted on such designated areas only upon the approval of the City Manager or the City Manager's designee.

Section 3. Officers Signature.

All such notices shall be signed by a duly recognized officer of the Union and a copy of all such notices shall be forwarded to the Employer.

Section 4. Removal.

Supervision may not remove Union materials without first informing an officer of the Union.

Section 5. Costs.

All costs incidental to preparing and posting of Union materials will be borne by the Union. The Union is responsible for posting and removing approved material on designated bulletin boards and for maintaining such bulletin boards in an orderly condition.

ARTICLE 12

BEREAVEMENT LEAVE

Section 1. Leave.

- A. Approved leave in the event of the death of a member of a regular full-time employee's immediate family (as defined in Section 2) will be granted as provided below:
 - 1. Up to twenty-four (24) hours with pay if the funeral is in Florida and up to forty (40) hours with pay if the funeral is outside Florida.
 - 2. The minimum leave under this section shall be four (4) hours.
 - 3. Regular part-time employees shall be entitled to one-half (1/2) of the bereavement leave provided to regular full-time employees.
- B. The employee may be required to provide the Director with proof satisfactory to him of death in the employee's immediate family and that the employee attended the funeral before compensation will be approved.
- C. If, in the opinion of the Director, additional days off are necessary, accrued vacation and medical leave may be used or the employee may be given additional time off without pay.

Section 2. Employee's Immediate Family.

For the purpose of this Article, the employee's immediate family shall be defined as spouse, domestic partner, children, parent, brother, sister, in-laws (father, mother, brother, sister, son or daughter only), any relative living in the same household, stepparent, stepchild, step brother or sister, grandmother, grandfather, grandchild, and legal guardian.

Section 3. Charging.

Bereavement leave shall not be charged to PTO.

ARTICLE 13 MILITARY LEAVE

A military leave of absence will be provided to employees who are absent from work because of service in the U.S. uniformed services in accordance with federal and state law. In order to be eligible for military leave, advance notice of the need for leave and a copy of the military orders is required, unless military service necessity prevents such notice or it is otherwise impossible.

ARTICLE 14

JURY DUTY AND COURT ATTENDANCE

Section 1. Witness Leave for the City.

Except as provided in Article 9, employees who appear as witnesses on behalf of the City or who are subpoenaed as a witness in a matter which involves City business in which the City is not a party in any judicial or administrative proceeding, including deposition, or who are directed by the City to testify in any proceeding shall have all such time treated as compensable work time.

Section 2. Other Court-Related Leave.

- A. Subject to Section 1 above, those employees who become plaintiffs or defendants in personal litigation or who testify or appear on behalf of parties and other persons except the City are not eligible for leave with pay unless they request and are approved for vacation or personal days under Article 16.
- B. Unless they are parties in the action, employees subpoenaed by the Florida State Attorney's Office as witnesses for the State shall receive their normal pay less any witness fees received from the State under the same conditions as applied to jury duty under Section 3(A)-(D).

Section 3. Jury Leave.

For employees called to jury duty, the City shall make up the difference between a regular full-time employee's pay for his normal schedule provided the employee:

- A. Advises the Department Director no later than three (3) working days before he is to report for jury duty or when he is first advised, whichever first occurs.
- B. Returns to duty each day he is released from jury duty when two (2) or more hours remain on his scheduled work day or shift unless he gets permission from the Department Director, or his designee, not to return.
- C. Provides the City with a copy of his check for jury pay.
- D. An employee who attends court or serves jury duty under the conditions described in paragraph 14.1 above while on vacation leave shall be allowed to reinstate vacation hours served in court providing satisfactory evidence of the time served on such duty is presented to the City.

Section 4. Return to Work.

Employees who attend court or any other legal or administrative proceeding for only a portion of a regularly scheduled workday are expected to report to their supervisor when excused or released.

Section 5. Reporting.

An employee subpoenaed to attend court, give a deposition, attend any administrative hearing, or serve jury duty shall promptly notify his immediate supervisor so that arrangements can be made for his absence.

ARTICLE 15

Paid Time Off (PTO) Policy

Section 1. Definition

Paid Time Off (PTO) is an all-inclusive flexible time off policy in place of traditional individual vacation, sick, injury, and personal leave programs. It does not apply to Jury Duty or bereavement leave. PTO is an employee benefit. It is a program to allow employees an established amount of paid absence without regard to the reason, however subject to the requirements and restrictions set forth below.

Section 2. Eligibility

All full-time employees will be eligible to accrue PTO time.

Permanent Part-time employees will accrue PTO based on hours worked.

Section 3. Usage of PTO Leave

PTO leave may be used for the following purposes (subject to approval in Section 5 below):

- A. Vacation leave.
- B. Sick leave.
- C. Leave for any number of personal reasons, such as:
 - 1. Medical and dental appointments and treatment which is necessary during working hours.
 - 2. Absences for personal business which cannot be conducted during off duty hours.
 - 3. Holidays other than those observed by the City as official holidays.
 - 4. Maternity/paternity leave.
 - 5. Caring for immediate family members who are ill.
- D. To supplement FMLA leave, short term disability leave, or a Workers' Compensation absence, only to the extent necessary to make up the difference in all compensation received from any source and the employee's straight time weekly earnings or salary whichever applies.
- E. All unused vacation as defined in Section 9 must be exhausted prior to usage of any PTO leave

Section 4. Accrual

- A. Full-time employees shall accrue PTO leave each payroll as shown below.
- B. Permanent Part-Time employees will accrue PTO based on a percentage of hours worked.
- C. New hires will be eligible to begin accruing as of their date of hire. Hours available may be used with no waiting period.

Completed Continuous Months of Service	Bi-weekly Accrual	Annual Accrual	Max Accrual End of FY
0 to 59 Months	4.923 hours	128 hours/16 days	240 hours
60 to 119 Months	6.461 hours	168 hours/21 days	280 hours
120 + Months	8.000 hours	208 hours/26 days	320 hours

Section 5. Approval

- A. In order to ensure effective operational scheduling, PTO time should be requested as far in advance as possible, but in no event less than one (1) work day before the leave is to commence unless the failure to make a timely request is determined by the employee's Department Director to be for reasons beyond the control of the employee.
- B. In the case of unforeseen sickness or injury of the employee or an immediate family member, the employee must advise his/her supervisor or Department Director as soon as possible, but not later than 30 minutes after the employee's scheduled reporting time unless prohibited from doing so for reasons determined by management to be beyond the control of the employee.

Section 6. Charging time

PTO time will be charged for the time the employee is away from work in increments of not less than one hour, except in the case of an excused absence under Section 5(B). The minimum shall be one half (1/2) hour.

Section 7. Unused PTO Time

Employees may carry over unused PTO hours from one fiscal year to the next to a maximum of 240 hours (for employees with less than 5 years of service), 280 hours (for employees with more than 5 years but less than 10 years), and 320 hours (for employees with more than 10 years of service). Hours in excess of these maximums at the end of the fiscal year will be forfeited. For example: An employee with 36 months (3 years) of continuous service accrues 128 hours in a fiscal year. He/she may carry over their unused balance until they reach 240 hours; excess hours over 240 are forfeited.

Section 8. Payment of Unused PTO

- A. Subject to subparagraph D below, upon separation from City employment, employees are entitled to compensation for any balance of unused PTO hours to a maximum of 160 hours (for employees with less than 5 years of service), 200 hours (for employees with more than 5 years but less than 10 years), and 240 hours (for employees with more than 10 years of service).
- B. Should an employee die while in service, any balance of unused PTO hours to a maximum of 160 hours (for employees with less than 5 years of service), 200 hours (for employees with more than 5 years but less than 10 years), and 240 hours (for employees with more than 10 years of service) will be paid to the designated beneficiary listed on the form for his/her employee's City life insurance.

- C. Payment shall be at the employee's base hourly rate at time of employment termination.
- D. An employee terminated for any offences listed in Section 11.05 of the City's Personnel Rules and Regulations (Group 2 Offences) shall not be entitled to be paid unused PTO hours at the time of separation.

Section 9. Unused Vacation Leave Balance as of October 1, 2013

- A. Employees with a vacation balance as of October 1, 2013 will retain that balance and will be able to use that time until the balance is exhausted.
- B. Should the employee separate from his/her employment, or die while in service, they or their beneficiary will be paid any remaining vacation leave balance in accordance with the Personnel Rules and Regulations, Section 16.08, in effect before October 1, 2013.

Section 10. Unused Sick Leave Balance as of October 1, 2013

- A. Upon implementation of this policy, employees with a sick leave balance as of October 1, 2013 will retain that full balance of which the hours will only be available for use in a "catastrophic" situation. Catastrophic will be defined as any illness lasting longer than five (5) ~~seven (7)~~ consecutive working days. To receive payment, the employee will be required to submit forms the City requires to be completed and a medical excuse acceptable to the City. Upon separation of employment, or death while in service, those hours will be paid in a lump sum payment (less statutory deductions) as outlined below using the employees years of service at date of separation.

Years of Service	% of Sick Leave Payment
0-9 years	0%
10-14 years	30%
15-19 years	40%
20 + years	50%

ARTICLE 16

SICK LEAVE

Section 1. Sick Leave Accrual and Conditions.

A. Sick leave with pay shall be accrued by all regular full-time employees and will be subject to the following conditions:

1. Probationary employees may be granted sick leave with pay, up to the amount accrued.
2. Employees can accrue no more than four hundred (400) hours, exclusive of sick leave balances in Article 15, Section 10.
3. Employees shall be eligible for 48 hours of paid sick leave per year to accrue at .0230 hours for each hour worked, which shall not include overtime, standby and call back hours.
4. The employee must be on active status.
5. Employees making a departmental transfer will retain unused sick leave.

Section 2. Charging.

In computing sick leave taken, employees shall be charged one (1) hour sick leave for each hour not worked because of illness. Partial hours will not be charged for less than one-half (1/2) hour.

Section 3. Use.

Sick Leave will be available for use in a “catastrophic” situation as defined in Article 15, Section 10. Employees with a “frozen” sick leave balance as of October 1, 2015 will retain that balance, but must exhaust that balance prior to using the new accrual of sick time effective with this contract.

Section 4. Sick Leave Payout.

Sick leave accrued after October 1, 2015 shall have no dollar value upon termination.

ARTICLE 176 **HOLIDAYS**

Section 1. List Of Legal Holidays/Days Observed.

- A. The City recognizes the following holidays:

New Year's Day	Veterans Day
Martin Luther King Day	Thanksgiving
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
Labor Day	2 Personal Days
Presidents' Day	

- B. When a holiday falls on a Saturday or Sunday, the following Monday or the preceding Friday will be declared a holiday for City employees, as determined by the City Manager.
- C. The personal days must be taken a full day at a time and must be approved in advance by the Department Director or is/her designee.
- D. The personal leave day shall be treated as a holiday and therefore is not subject to accrual. The personal day shall be used within the fiscal year, unless Departmental management denies the request due to scheduling problems, in which event the employee shall be compensated for the personal day to which he was entitled by could not use at the end of the fiscal year. The personal day shall be requested in writing on the proper leave form prior to the chosen day and are subject to approval by the Department Director.
- E. Employees shall also enjoy special holidays that are observed by the City during the term of this Agreement. Special holidays are defined as non-regularly scheduled holidays established by the City Commission to commemorate a special event or occasion not regularly provided to employees.

Section 2. Requirements To Receive Holiday Compensation.

- A. Subject to Subsection F below, all eligible employees will receive one (1) workday off with pay for each of the holidays.
- B. An employee must be on active pay status.
- C. Employees who are on vacation leave or other leave with pay during the holiday will receive holiday compensation.
- D. Employees scheduled to work on a holiday, and who in fact do work, shall receive pay at the normal straight rate or overtime, whichever applies, for the actual number of hours worked that day, plus a normal day's pay for the holiday provided they meet the eligibility requirements.
- E. Employees whose normal day off from work falls on a holiday shall receive holiday pay

at the normal straight rate for the day, provided they meet the eligibility requirements.

- F. Non-exempt regular part-time employees who meet the eligibility requirements will be paid the number of hours they would normally be scheduled to work.
- G. When a holiday falls on a day a part-time employee is not scheduled to work and the employee does not work, the employee shall receive the normal days pay at the straight time rate for the holiday.

Section 3. Absence Due to Sickness.

An employee scheduled to work a holiday who fails to work because of sickness or injury shall not receive holiday pay unless (1.) he notifies his Director, or his designee, at least one (1) hour before he is scheduled to report for work and (2.) upon request, he presents evidence satisfactory to the Director, which may be a medical doctor's excuse, that his absence was due to a bona fide, unforeseen serious illness or injury. Any employee who fails to follow this procedure may also be subject to disciplinary action. The Director, or his designee, may excuse the first requirement if he is convinced that failure to notify as required was for a reason clearly beyond the employee's control.

ARTICLE 1~~8~~⁷

GENERAL LEAVE WITHOUT PAY

Section 1. Leave of Absence Without Pay Except FMLA Leave.

For leaves without pay, except FMLA leave, or as otherwise provided in this Agreement, the following shall apply:

- A. A regular full-time employee may be granted leave of absence without pay for a period not to exceed one (1) year (inclusive of FMLA leave) for sickness, disability or other reasons considered by the City to be in its best interest. Such leave shall require the prior approval of the Department Director and the City Manager.
- B. If for any reason the leave of absence without pay is granted, such leave may subsequently be withdrawn and the employee recalled to service if determined to be operationally necessary by the City.
- C. All employees on leave of absence without pay are subject to these rules.
 - 1. Subject to applicable law, leave without pay shall be granted only when the City determines it will not adversely affect the interests of the City.
 - 2. Failure of an employee to return to work upon expiration of approved leave shall result in termination from the City, absent any unforeseen circumstances as determined by the City Manager.
 - 3. An employee granted a leave of absence without pay, and who wishes to return before the leave period has expired, must make a request to return early to the Department Director as soon as possible to discuss the possible return to work.
 - 4. No sick leave, vacation leave, or holiday pay will be accrued or earned by an employee for the time that the employee is on leave without pay.
 - 5. An employee who obtains employment elsewhere, while on authorized leave of absence without pay, will be terminated by the City unless approval has been obtained in advance from the Department Director and City Manager.
- D. An employee returning from a leave of absence without pay shall be entitled to employment in the same department and position as when the leave began, providing an opening exists. If no vacancies exist, the employee may be offered a lesser position for which he is considered by the City to be qualified. If no such vacancies exist at the time, the employee may be terminated or the leave extended at the option of the City.

Section 2. Effect of Leaves on Insurance Coverage.

- A. Compensable Leave. The City shall continue the employee's group life and hospitalization insurance during compensable leave of absence provided the employee pays his share of the premium.

- B. Workers' Compensation. The City shall continue the employee's group life, dental and hospitalization insurance during an unpaid leave of absence due to a valid workers' compensation injury or illness, provided the employee pays his share of the premium, if applicable. If the employee's claim is later determined by law to be invalid, the employee shall reimburse the City for all premiums paid in his behalf during the injury. Failure to repay the City such premium upon demand or under terms agreeable to the City will result in termination of employment, and loss of accumulated sick and vacation leave to the extent necessary to cover the reimbursement. To the extent not fully reimbursed, the City may collect the premiums by any means allowed by law.
- C. Other Non-Compensable Leave. If an employee is on an unpaid leave of any type other than FMLA leave, including sick leave covered by Section 15.8, he shall be responsible to pay the full premium for group life and hospitalization insurance beginning the month in which the leave began. The employee shall be entitled to continue coverage for the period of the leave provided he pays the premiums subject to any restrictions imposed by the insurance carrier.

ARTICLE 1~~98~~⁹⁸

MISCELLANEOUS GENERAL PROVISIONS

Section 1. Prevailing Rights.

- A. Employees covered by this Agreement are entitled to the benefits and rights of and subject to the responsibilities of the Personnel Manual of the City, which are not covered in this Agreement. Disputes under the PRR, except for disciplinary matters, shall be resolved under Section 13 of the PRR and not under Article 9 of this Agreement. If any conflicts occur between this Agreement and the City PRR, this Agreement shall take precedence. All rights, privileges and terms and conditions of employment enjoyed by the employees at the present time, which are not included or addressed in this Agreement shall be presumed to be reasonable and proper and shall not be changed arbitrarily or capriciously which shall mean without any reasonable business or operational reason.
- B. The Employer has the right to adopt and to change the Personnel Manual, general orders and departmental regulations, which are not in violation of any specific provision of this Agreement, and to enforce same. At the time of drafting of changes to the Personnel Manual, general orders and departmental regulations, written input shall be accepted from the Union and any input given by the Union shall remain as an attachment to the proposed change until adoption by the employer.

Section 2. Appendices and Amendments.

Any appendices and amendments to this agreement shall be lettered, dated and signed by the Union and the Employer and shall be subject to all the provisions of this Agreement.

Section 3. Printing of Agreement.

The Employer will make available an electronic copy of this Agreement for all members of the bargaining unit through the Employer's website and internal electronic files.

Section 4. Workers' Compensation.

- A. When an employee is injured on the job and loses time from work as a result of that injury, the employee will receive a City subsidy to make up the difference in straight time income for their regular schedule for a period not to exceed three (3) months. If Workers' Compensation continues after three months the employee will only receive that which is required under Workers' Compensation Law. The amount paid by the workers' comp insurance carrier will be paid directly to the employee. At the request of the employee the balance can be deducted from the individual's accrued PTO balance to make up their regular straight time income.
- B. Injury or compensable illness shall be determined to have been incurred while on duty with the City only if such injury is a compensable injury under Florida's Workers' Compensation Law. In the event of any dispute or disagreement concerning the interpretation of the entitlement to or amount of compensation, said dispute shall be resolved in accordance with the Florida's Workers' Compensation Law, and not under this Agreement.
- C. Length of disability shall be determined by the Employer's physician in accordance with

the Workers' Compensation Law.

- D. Sick and vacation accrual shall continue for a maximum of twelve (12) months for employees who are receiving worker's compensation benefits due to a compensable on-the-job injury or compensable illness.
- E. If the employee's claim is later determined by law to be invalid, the employee shall reimburse the Employer for supplemental compensation received and as to benefits received or accrued, he shall be treated as having been on unpaid leave of absence; provided, he shall not be required to repay accrued vacation or sick leave used to supplement workers' compensation. Failure to repay the Employer upon demand or under terms agreeable to the Employer will result in termination of employment, and loss of accumulated sick and vacation leave to the extent necessary to cover the reimbursement. To the extent not fully reimbursed, the Employer may collect by any means allowed by law.

Section 5. Light Duty.

- A. If an employee is released by his physician for "light duty", return to light duty shall be at the option of the City based on its operational needs. Refusal to accept a light-duty assignment by the City Manager, or his designee, which the employee is capable of performing in accordance with applicable law will result in termination of employment.
- B. The employee will be paid his normal hourly rate for light duty work.
- C. No sick leave will be charged for those hours worked while on light duty.

Section 6. Maternity Leave.

- A. Maternity leave is a period of approved absence for incapacitation related to pregnancy and follows the specified rules outlined in the Family/Medical Leave Act.
- B. The time when a pregnant woman should leave or return to work will be determined on an individual basis and will depend on the physical condition of the particular employee and the nature of the employee's job.
 - 1. An employee will be permitted to continue to work as long as the conditions of the pregnancy do not adversely impair the employee's work performance or health. The judgment of the Department Director and the City Manager concerning the beginning of maternity leave shall be based on the written medical opinion of the employee's physician, the nature of the job and/or the employee's ability to perform essential tasks.
 - 2. The date an employee shall return to work following maternity leave may be based on a medical statement from a certified physician stating that the employee is able to perform the essential tasks of the employee's position. It shall be the responsibility of the employee to obtain and submit the physician's medical statement

Section 7. Uniforms.

- A. Employees supplied uniforms by the City, or expected to wear uniforms in the performance of their job, shall report in a clean full uniform on each day worked. Uniforms must also be worn in the manner prescribed by the Department Director. Failure to comply may result in the employee being sent home for the day without pay. Repetition of such conduct shall subject the employee to further discipline.
- B. Employees are expected to observe normal and reasonable standards of personal hygiene and to present a professional appearance at all times. Failure to do so may result in the employee being sent home to correct the situation or for the day without pay. Repetition of such conduct shall subject the employee to further discipline.
- C. All hair, beards and mustaches must be of a length so as not to create operational or possible safety problems.
- D. Uniforms supplied by the City will be replaced by the City when they become unusable through normal wear and tear. A request to replace a uniform shall be submitted to the Director along with the damaged or worn uniform.
- E. The employee is responsible to reimburse the City for uniforms lost or damaged through the employee's negligence and to return same upon cessation of employment.
- F. The City will withhold from the employee's pay reimbursement under E above up to the maximum allowed by applicable law.
- G. City issued uniforms may not be worn at times other than during the performance of City duties and during the normal trip to and from the employee's place of residency.
- H. Worn or damaged uniforms if given back to the employee upon replacement may be worn for personal use so long as Employer identification is removed.
- I. The employee shall be responsible for all laundering and minor repairs.
- J. Safety shoes, mandated by the Employer to be worn on duty, shall be furnished without cost to the employee once a contract year, unless the Department Director determines in a particular case an employee's work responsibilities require an additional pair or pairs. Upon approval of the Employer, an employee shall be reimbursed for the purchase of safety shoes which meet or exceed the minimum quality standard provided the reimbursement does not exceed either the actual cost of the safety shoes or the actual cost of the standard, whichever is less. The Employer shall establish and post the standard for view by all employees at the start of each contract year.

Section 8. Consultation.

- A. Matters appropriated for consultation between the Employer and the Union include wages, hours, terms and conditions of employment and other areas of mutual concern for this bargaining unit. Consultations shall be held upon request of either the Employer or the Union in an effort to reach mutual understandings, receive clarification and/or exchange information affecting employees covered by this Agreement. Consultation meetings shall not be used for negotiation purposes unless both parties agree otherwise.

- B. Consultation meetings between the Employer and the Union shall be arranged by mutual agreement of the parties upon the request of either party. Arrangements for any consultation meeting shall be made ten (10) calendar days in advance whenever possible and an agenda of matters to be taken up at the meeting shall be presented in writing at the time. Items for discussion at consultation meetings shall be those included in but not necessarily limited to items on the agenda. Union and employer representatives shall be limited to no more than four (4) persons from each side at any one (1) meeting.

Section 9. Indemnification.

To the extent allowed by applicable law, the Employer shall provide a defense in all suits against employees covered by this Agreement and protect said employees from any liability as long as they are acting within the scope and authority of their employment.

Section 10. Damaged Personal Property.

- A. Prescription eyeglasses, contact lenses, hearing aids, and watches of employees that are lost, damaged or destroyed in the line of duty, except through employee negligence, shall be replaced or repaired at the Employer's expense subject to the following restrictions. The Employer shall not be held responsible for any other personal property, which is lost, damaged or destroyed in the line of duty.
1. The maximum reimbursement for prescription eyeglasses, contact lenses and hearing aids shall be the cost of replacing the precise item with one of equal quality or two hundred fifty dollars (\$250.00), whichever is less.
 2. The maximum reimbursement for watches shall be the cost of replacing the item with one of equal quality or one hundred fifty dollars (\$150.00), whichever is less.
 3. Requests for reimbursement for the lost or damaged personal property shall be made in writing to the employee's immediate supervisor during the work shift in which the article of personal property was damaged or lost.
 4. Except when lost, the item for which reimbursement is sought must be turned in along with the written request for reimbursement.
 5. Reimbursement for lost or damaged personal property must be approved by the Employer.

Section 11. Outside Employment.

- A. Employees will not engage in outside employment which may in any way hinder the proper performance of their public employment duties or impair the efficiency of the City Department as determined by the Employer.
- B. No employee shall engage in outside employment with, render services for, any person or business transacting business with any agency or department of the City without approval of the Department Director.

- C. Employees who engage in secondary employment shall do so only with approval of the Department Director and the understanding and acceptance that their primary duty obligation and responsibilities are to the City. Employees who engage in secondary employment will provide a source of telephone communications with the place of off-duty employment, and such information shall be kept current at all times.
- D. All employees are subject to call at any time for emergencies for mandatory overtime duty, and no secondary employment may interfere with this obligation. Employees may be subject to disciplinary action under this section if they fail to report for emergency or overtime duty after being ordered to do so.
- E. The City may require proof of workers' compensation coverage by the outside employer. An employee shall not drive any City owned vehicle to his outside employment, nor take any City owned equipment to said employment.
- F. Employees may not work at outside employment while on an unpaid leave of absence from the City, except with the authorization of the City Manager.
- G. Employees who are injured while working another job or jobs are required to notify the Department Director, or his designee, immediately.

Section 12. Refutation of Detrimental Material.

The Employer agrees that an employee shall have the right to include in his official personnel record a written and signed refutation (including signed witness statements) of any material the employee considers to be detrimental.

Section 13. Group Insurance and Carousel Benefit Plan.

- A. Health Insurance. The Employer shall provide health insurance selected by the Employer to include dependent coverage at the option of the employee. In the event that more than one (1) plan is offered, the Employer shall pay the individual premium cost for the lowest plan offered. To be eligible for employee insurance, an employee must be classified regular full-time working a regular schedule of a minimum forty (40) hours per week.
- B. Dependent Coverage. The employee shall have the choice of plans offered by the Employer and shall be responsible for the premium cost for dependent coverage not paid by the Employer.
- C. Life Insurance. The Employer will provide life insurance coverage for employees in the amount of one times the employee's annual base salary. This coverage will be in addition to any life insurance required by state law, if any, for a particular classification or group of employees.
- D. Retirees. Upon retirement under a City sponsored retirement plan, a retiree shall be allowed to continue participation in the City Group Medical Insurance Plan for himself and his dependents at his own cost under conditions acceptable to the City as to payment, subject to the terms of the Plan and applicable law.
- E. Carousel Benefits Program.

1. An employee may elect not to participate in the City Group Medical Insurance Plan upon proof acceptable to the City that the employee is covered by another health plan.
 2. An employee wishing to opt out of the City Group Medical Insurance Plan shall complete the forms and supply proof of other coverage with the Personnel Office.
 3. If approved by the City, the employee will be paid the same as other City employees who opt out in lieu of Group Medical Insurance coverage for those weeks he would have been covered by the City plan but for his opt out.
 4. The employee may utilize the amount received as he wishes, including participating in voluntary benefit plans offered by the City.
 5. It is the obligation of the employee to advise the City in writing immediately in the event the employee no longer has other Group Medical Insurance or the plan on which the City allowing the opt out has changed.
 6. The City reserves the right to withdraw its approval of an employee's opt out at any time for failure to provide satisfactory proof of alternative coverage, and to change benefit options available to all City members.
- F. Dental Insurance. The Employer shall provide dental insurance for the employee only, selected by the Employer. Dependent coverage shall be at the option of the employee at the employee's expense. In the event more than one plan is offered, the Employer shall pay the employee premium cost of the lowest plan offered.

Section 14. Tuition Reimbursement.

Section 26 – Educational Incentives and Benefits – of the City PRR is attached hereto and incorporated herein as a part of Appendix II.

Section 15. Prohibition of On-Duty and Off-Duty Illegal Use of Drugs and Alcohol.

- A. PRR Section 25 is attached hereto and made a part hereof as part of Appendix II.
- B. An employee shall have the right to have a Union representative present at any meeting with management involving his possible violation of PRR Section 25 provided that no undue delay for testing is caused.

Section 16. Deferred Compensation.

Bargaining unit members will be allowed to participate in any Employer offered deferred compensation program pursuant to the Employer rules regarding bargaining unit member participation.

Section 17. Physical Exams – Post Offer.

The Employer will pay for any required post offer of employment physical examination.

Section 18. Hiring Above the Minimum of the Grade

In order to attract and retain qualified individuals, the City shall have the right to hire new employees higher than the base of the position's grade, not to exceed 15%, when deemed necessary based upon prior related experience. Non-mandatory guidelines for hiring above the base are as follows:

Less than two years applicable experience	base of the grade
2-3 years applicable experience	5% above base
4-7 years applicable experience	10% above base
8+ years of applicable experience	15% above base

Hiring an individual above the base of the grade is not guaranteed and all applicable credited years of experience must be approved by the City Manager.

ARTICLE ~~2019~~²⁰¹⁹ SAFETY

Section 1. General.

The Employer and the Union will cooperate in the continued objective of eliminating accidents and health hazards. The Employer shall continue to make reasonable provision for the safety and health of its employees during the hours of their employment. The Union will cooperate and encourage the employees to work in a safe manner.

Section 2. Employee Responsibility.

It shall be the responsibility of the individual employee to check all equipment which has been issued to the employee to assure it is in safe operating condition prior to use of operation. If assigned equipment is damaged, the employee shall report the condition of the equipment to the employee's supervisor.

Section 3. Committee Membership.

The Employer shall include four (4) Union representatives, selected by the Union, on the Safety Committee along with an equal number of management selected by the City Manager.

ARTICLE ~~21~~²⁰

SENIORITY-LAYOFF-RECALL

Section 1. City Seniority.

City seniority shall be understood to mean an employee's most recent date of employment or re-employment on a regular basis. City seniority shall be used for purposes of computing vacations, service awards and other matters based on length of service. In departments where there are shift assignments, the department will develop a system for shift selection. Seniority of the employees within the affected groups will be one of the criteria considered in making shift assignments. All new employees shall serve a probationary period, which is six (6) months, during which time they serve at the will and pleasure of the City.

Section 2. Classification Seniority.

Classification seniority shall be understood to mean length of time in classification on a regular basis. After successful completion of the probationary period, which is six (6) months, length of time in classification reverts to date of entry, transfer or promotion to present classification.

Section 3. Accrual.

Seniority will continue to accrue during all leaves of absence with pay. Unless otherwise required by law, seniority will not accrue during a leave of absence without pay for thirty (30) calendar days or more, which shall cause this date to be adjusted for an equivalent amount of time. Employees shall lose their city and classification seniority only as a result of the following:

- A. Voluntary termination
- B. Retirement
- C. Termination
- D. Layoff exceeding twelve (12) months
- E. Failure to report to the City intention of returning to work within three (3) business days of the employee's receipt of a recall notice or fourteen (14) calendar days from the date a recall notice is mailed to the employee's last address in his personnel file, whichever first occurs.
- F. Failure to return from military leave within the time limits prescribed by law

Section 4. Layoffs.

The Union will be notified prior to any reduction in force action. Probationary and temporary employees will be laid off first and shall not have recall rights. Employees will be laid off by classification within their department. The order of such layoffs shall be based on seniority with the least senior employees in the classification being laid off first provided that the following factors in the judgment of the City are substantially equal:

- A. Ability and qualifications to perform the work
- B. Performance evaluations
- C. Physical condition

In the event of the substantial inequality of these factors as between employees in the same classification, the employee with the higher values of a, b, c in the aggregate shall be retained.

Section 5. Bumping.

Employees who have held more than one (1) classification within a department will have the opportunity to bump the junior employee in a job classification previously held within the department as opposed to being laid off, providing that the employee is still qualified to hold the position and providing the previously held position still exists. If this movement requires a further reduction in force, the same shall be accomplished in accordance with Section 4 above and this Section.

Section 6. Recall Rights.

Employees in layoff status will have recall rights for a period of twelve (12) months and have preference to positions in their layoff classification or other classifications in which they are able to perform, over new applicants for the position.

Section 7. Order of Recall.

Recall will be in the reverse order of layoff provided that the employee remains qualified to hold the position.

Section 8. Seniority Lists.

For the purpose of layoff and recall, a list of classifications seniority shall be available to the Union listing the name and classification seniority of the employee.

Section 9. Resolution of Disputes.

The provisions of the Article shall be subject to the Grievance Procedures Articles.

Section 10. Permanent Layoffs.

In some cases, the City may utilize a layoff under circumstances where there is no reasonable expectation to return to work. Such layoffs will be designated permanent and the employees laid off shall not be eligible for recall.

- A. Full-time employees who have completed their initial probationary period and who are scheduled to be permanently laid off for lack of work, funds or other reasons where there is no fault on the part of the employee shall be eligible to receive severance pay as follows:
 1. One (1) week of pay at their straight time hourly rate or salary, whichever applies, less statutory deductions, for each full year of service as an employee of St. Pete Beach, capped at twelve (12) weeks.
 2. The employee's last annual performance evaluation must be satisfactory or better and the employee must be on active duty not on leave of absence or suspension without pay.
 3. The employee must have unsuccessfully sought to bump, unless there is no job to which the employee may bump covered under this Agreement.
 4. The employee must execute a release of all claims, including the right to file a grievance under this Agreement, as well as any and all judicial and/or

administrative claims.

- B. Employees who have recall rights may elect to retain recall rights in lieu of severance pay as provided in this Section.

ARTICLE ~~222~~²²⁴

APPOINTMENTS TO VACANT POSITIONS

Section 1. Basis for Appointments.

All appointments shall be made on the basis of City seniority, job experience, education and skills required for the position.

Section 2. Posting.

Job vacancies shall be posted ten (10) consecutive working days before being permanently filled. Job vacancies are those unfilled, existing or new positions listed as vacancies but are not position reclassifications which occur due to a change in classification, due to an increase or decrease in the assigned duties and responsibilities of a position or to correct inequities created by the reclassifications of a position.

Section 3. Demotions.

Demotions as position reclassifications are not considered as job vacancies and can be made without adhering to the ten (10) day posting provision. The Employer agrees to give notification of position reclassifications to the Union President prior to implementation.

Section 4. Applicants.

Any employee may, through the Personnel Office, make application for the vacancy. All applications for the vacancy, including those from individuals who are not present employees, will be considered for interview and testing.

Section 5. Preference.

Present employees and employees on layoff status shall be given preference in filling vacancies when all other factors are considered substantially equal by the Employer.

Section 5. Selection.

When choosing among present employees for the filling of vacancies or for lateral transfers within the bargaining unit, city seniority shall prevail when all other factors including past duties are substantially equal as determined by the Employer.

Section 6. Examinations.

Where examinations are given for promotion, the employee shall be given the results, upon request. Employees shall be released from duty without loss of pay while competing in promotional examinations that are scheduled during duty hours.

Section 7. Grievances.

The provisions of this Article shall be subject to the Grievance Procedure Article.

ARTICLE ~~23~~²²

HOURS OF WORK AND OVERTIME PAYMENTS

Section 1. General.

The provisions of this Article are intended to provide a basis for determining the number of hours of work for which an employee shall be entitled to be paid at the overtime rate and shall not be construed as a guarantee to such employee of any specified number of hours of work either per day or per week or as limiting the right of the Employer to fix the number of hours of work (including overtime) either per day or week for such employee. Departmental management will establish the basic workweek and hours of work best suited to meet the needs of the department and to provide superior service to the community.

Section 2. Hours Worked.

- A. Work hours shall include all time an employee is required to be on duty or on the Employer's premises, or at a prescribed workplace, provided that time spent in attendance at educational courses, meetings or seminars shall not be considered work hours unless said educational time is mandatorily required by the Employer. Sick leave shall not be considered as hours worked nor be included in computation for overtime pay.
- B. The normal workday shall consist of eight (8) or ten (10) hours of work, exclusive of the lunch period, within a twenty-four (24) hour period. The Employer and the Union recognize that certain types of activities operating on a continuous basis (seven {7} days a week) require different treatment as to hours worked, and agree that in those instances, an eight (8) hour shift, including lunch period and breaks, may be allowed. Provided, however, that an employee who works more than forty (40) hours in any workweek shall receive overtime pay for hours in excess of forty (40) hours.
- C. The workweek shall consist of a period of seven (7) consecutive days. The normal workweek shall consist of forty (40) hours per week.

The workweek shall consist of seven (7) consecutive days, commencing on Monday at 12 o'clock midnight and ending the following Sunday at 11:59 p.m.

- D. Whenever practical, the Employer will schedule two (2) consecutive days off for the employee each week.

Section 3. Payroll Period.

Prior to any change in the payroll period, the City will notify the Union in writing and upon a proper written request received within fourteen (14) calendar days of receipt of the notice by the Union, negotiate over the change and the impact. Disputes shall be resolved pursuant to the impasse resolution procedure set forth in F.S. Chapter 447; provided, however, in the event of impasse, the parties hereby waive special master and agree to proceed directly to the City Commission for resolution of the dispute.

Section 4. Rest Periods and Meal Periods.

All employees shall be afforded, subject to call, one (1) unpaid thirty (30) minute meal period during the middle of the work shift. The supervisor may grant a short 15 minute break period as needed.

Section 5. Overtime.

- A. Overtime shall be considered to be hours worked by an employee in a classification eligible for overtime in excess of forty (40) hours in a week.
- B. Overtime shall be paid at the overtime rate of one and one-half (1½) times the employee's straight time hourly rate of pay.
- C. For purposes of overtime computation, only approved PTO, holidays, City mandated training/conference time, and actual hours worked ("labor hours") will be counted.
- D. It is the intent of the Employer to distribute overtime assignments among employees in a fair and equitable manner. Whenever practical, overtime will be assigned in advance on a voluntary basis to qualified employees.

If no qualified employee volunteers or if conditions do not permit, overtime will be assigned by supervision. Reasonable attempts will be made by supervisors not to perform work normally performed by members of the bargaining unit, however, the Union recognizes that a situation may arise that requires supervisors to perform work normally performed by members of the bargaining unit.

Section 6. Duplication.

There shall be no duplications or pyramiding in the computation of overtime or other premium wages and nothing in this Agreement shall be construed to require the payment of overtime or other premium pay more than once for the same hours worked.

Section 7. Standby Time.

- A. In order to provide coverage for services during off-duty hours, it may be necessary to assign and schedule employees to standby duty. A standby duty assignment is made by a supervisor who requires an employee to be available for work due to an urgent situation on the employee's off-duty time, which may include nights, weekends or holidays. Employees shall not be assigned to standby duty, if excused in advance by management. It is the intent of the Employer to distribute standby assignments among employees in a fair and equitable manner. Whenever practical, standby will be assigned in advance on a voluntary basis to qualified employees. If no qualified employee volunteers or if conditions do not permit, standby will be assigned by supervision.
- B. Employees assigned to standby duty by their supervisor are guaranteed standby pay of three (3) hours pay at their regular straight time rate for each twenty-four (24) hours increment or less of standby time assigned and scheduled. The three (3) hours of standby pay shall not count as hours worked for the purpose of computing overtime pay.
- C. Employees while on standby duty who are called and report to work will, in addition to the standby pay of three (3) hours, be paid for the actual time worked.

Section 8. Call Back.

- A. Any employee who is off duty and required to return to work on an unscheduled basis

shall be eligible for call back pay.

- B. Any employee who is called back to work shall be paid a minimum of three (3) hours at overtime rate regardless of hours worked in that pay week.
- C. Any employee required to continue working after completion of the employee's regular scheduled shift shall be ineligible for call back pay but eligible for compensation at the overtime rate of pay.
- D. Any employee who is called back to work and whose call in period extends into the start of the employee's regular work period shall be ineligible for call back pay but eligible for compensation at the overtime rate of pay.
- E. An employee who is called back twenty (20) minutes prior to or twenty (20) minutes after the regularly scheduled work period shall not receive call back pay but shall be eligible for the overtime pay from the start/end of the regular work period to the start/end of the call back work period.
- F. An employee shall not receive call back pay for more than two (2) occurrences in a twenty-four (24) hour period. If the employee is called back to work more than two (2) times in a twenty-four (24) hour period, the employee shall be paid for the actual time worked from the beginning of working the first call back period to the end of working the last call back period.

Section 9. Changes in Work Schedules.

If there is any change in the work schedule of an employee, the Employer will notify the employee as far in advance of the work schedule change as possible, but not less than forty-eight (48) hours.

Section 10. Hurricane Pay.

The Employer agrees that should an employee be required to be in attendance during an emergency, such as a hurricane evacuation, all non-exempt employees shall be paid for every hour in attendance during an emergency condition. Any non-exempt employee, whose attendance during an emergency condition exceeds the normal weekly work hours, whether or not the employee is actually working, shall be paid time and one-half (1½) for each hour in attendance. Those employees who are not required to be in attendance during the emergency condition shall continue to receive normal pay even though the emergency condition prevents the employee from being in attendance at their work stations. The Union agrees that an emergency, such as a hurricane, may necessitate the use of unusual work schedules, such as twelve (12) hours on-duty and twelve (12) hours off-duty.

Section 11. Compensatory Time

Compensatory time may be taken in lieu of overtime pay or holiday pay. Compensatory time may be accrued to a maximum of forty (40) hours. Compensatory time will be scheduled by mutual agreement between the employee and the Department Director. At the end of the fiscal year, unused compensatory time will be paid to the employee. Unused hours will not be carried over into the next fiscal year.

ARTICLE ~~24~~²³ PAY PLAN

Section 1. Wages.

- A. Effective October 1, 2015, employees covered by this agreement shall be paid in accordance with the Pay Plan attached as Appendix III. Employees covered by this agreement shall be eligible to receive a 3.0% merit increase based upon performance as outlined in Section 3 below on October 1, 2015.
- B. For the fiscal year beginning October 1, 2015 employees who are at the top of the pay scale will receive a lump sum bonus of 3% of their base annual salary upon receiving a satisfactory rating.
- C. The City will conduct a pay and classification study prior to October 1, 2016
- D. Prior to October 1, 2016 and after completion of the pay and classification study the City and the Union will reopen this Article 24 for renegotiation of the final two years of the pay plan.
- ~~A. Effective October 1, 2012, employees covered by this agreement shall be paid in accordance with the Pay Plan attached as Appendix III. There shall be no adjustment or progression in the plan for FY 2012/13; however, upon union ratification and approval by the City Commission, each full-time employee will receive a \$1,000 lump sum payment subject to all applicable deductions required by law. Each permanent part-time employee will receive a \$350 lump sum payment under the same conditions.~~
- ~~B. Effective October 1, 2013, employees covered by this agreement shall be eligible to receive a 2.5% merit increase based upon performance as outlined in Section 3 below.~~
- ~~C. Effective October 1, 2014, employees covered by this agreement shall be eligible to receive a 2.5% merit increase based upon performance as outlined in Section 3 below.~~

Section 2. Status Quo.

No wage increases shall be granted after September 30, 201~~85~~⁸⁶, absent a ratified successor Agreement unless the parties voluntarily and mutually agree otherwise.

Section 3. Progression.

- A. The City shall complete a performance evaluation for each member annually on or before October 1st. In the first year of the contract a satisfactory annual performance rating shall determine the member's eligibility for a merit increase. Progression in the pay plan for the second and third year of the contract will be determined during negotiations after the pay and classification study is complete. If the employee feels he/she has received an unfair review and merit increase, they may appeal the evaluation by following the steps as outlined in Article 9 of this contract.

~~A. The City shall complete a performance evaluation on each member annually on or before the member's anniversary date. In the first year of the contract, no merit increases will be given. In the second and third year a satisfactory annual performance rating shall determine the member's eligibility to progress in the Pay Plan. Beginning October 1, 2014, employees covered by this agreement will have their performance evaluation date changed from their anniversary date to October 1st of each year. If the employee feels he/she has received an unfair review and merit increase, they may appeal the evaluation by following the steps as outlined in Article 9 of this contract.~~

~~B. For fiscal years beginning October 1, 2013 and October 1, 2014, employees who are at the top of the pay scale will receive a lump sum bonus of two and one half percent (2.5%) of their base annual salary upon receiving a satisfactory performance rating.~~

Section 4. Pay Upon Promotion.

An employee who is promoted to a position in a higher grade shall receive an increase in pay. The employee's hourly rate will increase by five percent (5%) or to the maximum of the new classification grade, whichever is lower.

Section 5. Lateral Transfer.

An employee who receives a lateral transfer to a new position at the same grade level shall not be eligible for an increase in pay. The lateral transfer shall not affect the anniversary date in classification.

Section 6. Pay Upon Demotion.

An employee who is demoted to a position in a lower grade shall receive a decrease in pay. The employee's hourly rate will be decreased by five percent (5%) or to the minimum of the new classification grade, whichever is higher. Progression of the employee in the Pay Plan shall continue in accordance with Section 2 above on the individual employee's anniversary date in new classification.

Section 7. Reclassification.

A. The City's current reclassification policy is as follows:

“When work performed on a particular job substantially changes, through design or evolution, the position shall be reclassified through the Point Factor Evaluation System. Reclassification can result in a promotion to a higher pay grade, a demotion to a lower pay grade or no change to the pay grade.”

B. When a position is reclassified to a higher or lower grade, the employee's anniversary date for merit increase shall remain unchanged.

C. When a position is reclassified to the same grade, the employee shall not be eligible for a change in pay, but shall be permitted to receive merit pay increases to the maximum of the grade. The employee's anniversary date for merit increase shall remain unchanged.

D. All reclassifications shall be approved by the City Manager.

E. The Employer and the Union endorse the concept of classification audits performed

periodically by Human Resources. The Union may request classification audits to be completed by Human Resources.

Section 8. Economic Reopener

In the event there is a change in the means of calculating or 10% or more reduction in the amount of revenue received or to be received (1) from the State of Florida, or (2) from any other source, including but not limited to from sales, ad valorem, gasoline, cigarette, property, alcohol or any other taxes, the City shall have the right to reopen any or all of the economic items or benefits covered by this Agreement by notifying the Union in writing within 45 days of receiving notice of the change. Upon receipt of said notice from the City, if the City does not reopen all economic items covered by the Agreement, the Union within 15 days of receipt of the notice from the City may elect to reopen any other Articles and/or Sections of this Agreement covering any economic items or benefits not reopened by the City. Should the parties be unable to reach an agreement, the dispute will be resolved pursuant to the impasse procedure of Florida Statutes Chapter 447.

ARTICLE ~~25~~24
ENTIRE AGREEMENT

Section 1.

The parties acknowledge and agree that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to require further collective bargaining, and each agrees that the other shall not be obligated to bargain collectively, with respect to any matter or subject not specifically referred to or covered by this Agreement, whether or not such matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement. This Agreement contains the entire contract, understanding, undertaking and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term, except as may be otherwise specifically provided herein.

Section 2.

Negotiations may be reopened during the life of the contract by written mutual agreement.

ARTICLE ~~26~~²⁵
INTENT AND SAVINGS CLAUSE

Section 1.

If any Article or Section of the Agreement should be found invalid, unlawful or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, then all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement. Both the City of St. Pete Beach and the Communications Workers of America believe, and intend, that all provisions relating to pay, overtime pay, holiday pay, bonus pay and time worked, are in full compliance with the Fair Labor Standards Act as administered by the Wage and Hour Division of the U.S. Department of Labor. All parties to this Agreement for themselves and the bargaining unit agree that in the interpretation of this collective bargaining agreement, the greatest weight shall be given towards an interpretation which results in compliance with all applicable wage and hour provisions.

Section 2.

In the event of the invalidation of any Article or Sections of this Agreement, then the Employer and the Union agree to meet within thirty (30) days of such determination for the replacement of such Article or Section.

ARTICLE ~~27~~²⁶
DURATION OF CONTRACT

Section 1.

All sections of this Agreement shall be effective as of October 1, 201~~52~~ and shall remain in full force and effect until September 30, 201~~85~~.

Section 2.

Should either party desire to terminate, change or modify this Agreement or any portion thereof, it shall notify the other party in writing of its intent before the first of April 201~~85~~. All other articles shall remain in full force and effect.

By: _____
~~Maria Lowe~~^{Steve McFarlin}
Mayor

By: _____
Stephen C. Sarnoff
CWA President

By: _____
~~Wayne Saunders~~^{Michael P. Bonfield}
City Manager

By: _____
Raymond J. Radvilavicius
CWA Representative

Date: _____

Date: _____

APPENDIX I
CWA PERSONNEL CLASSIFICATIONS

<u>Position</u>	<u>Grade</u>
Library Page	104 102
Recreation Aide I	104
Recreation Aide II	105
Library Assistant I	107
Receptionist/Office Assistant	107
Recreation Assistant	107
Seasonal Lifeguard	108
<u>Parking Enforcement Officer</u>	<u>108</u>
Community Service Officer	109
Public Properties Maintenance Worker I	109
Utilities Maintenance Worker I	109
Secretary	109
Library Assistant II	110
Public Properties Maintenance Worker II	111
Head Lifeguard	111
Recording Secretary	112
Utilities Maintenance Worker II	112
<u>Zoning Tech II</u>	<u>112</u>
Public Properties Maintenance Worker III	113
Meter Maintenance Supervisor	113
Finance Technician I	114
Utilities Maintenance Worker III	114
Recreation Marketing and Rental Leader	114
Finance Technician II	115
Librarian	115
Code Enforcement Officer	115
Public Properties Crew Chief	116
Utilities Maintenance Crew Chief	117

APPENDIX II

SECTION 25 DRUG-FREE WORKPLACE AND ALCOHOL POLICY

25.01 Policy

The City's Drug-Free Workplace Policy is aimed at insuring "0" tolerance to illegal drugs at all times and its Alcohol-Free Policy to "0" tolerance under circumstances that affect or might affect the safety and well being of employees, citizens and others, or the effective operation of City business. In addition, all employees required to have a commercial driver's license (CDL) under Chapter 49 CFR Part 383 are subject to controlled substance and alcohol testing rules established by the Federal Highway Administration (FHWA) under the Omnibus Transportation Employee Testing Act of 1991 (revised February 1994), in accordance with 49 CFR, Parts 40, 383, 392, 4, and 392.5 regulatory penalties for infractions are in addition to disciplinary action including termination of employment.

25.02 Prohibitions

- A. Illegal Controlled Substances. The City prohibits the use, distribution, possession, manufacture, cultivation, sale or attempt to sell or distribute illegal controlled substances at any time whether on or off duty, whether on or off City property. Illegal controlled substances are defined by applicable state and federal laws.
- B. Alcohol Abuse. Employees of the City are prohibited from using or possessing alcohol while on duty; while on City premises; while driving a City vehicle, operating a piece of City equipment, or being transported in City vehicles at any time; reporting to work under the influence of alcohol; or, from otherwise using alcohol in a manner at any time which adversely affects the business interests of the City.

25.03 Use of Legal Drugs

The use of legal drugs, that is drugs prescribed by licensed physicians for a specific medical purpose, is often necessary. However, such drugs can and often do have a direct impact on the vigilance, judgment and/or coordination of the employee and adversely affect the employee's job performance and the employee's ability to work in a safe and efficient manner. This is particularly true in safety-sensitive assignments involving the operation of motor vehicles and other moving equipment. Therefore, an employee for whom a licensed physician or dentist prescribes a controlled substance, must advise the supervisor immediately in order that an evaluation can be made on the impact, if any, on the safe and efficient operation of the City.

25.04 Testing

- A. Substances Tested For: Employees will be subject to drug testing for the detection of the following illegal drugs/drug groups, as well as others that may from time to time be declared illegal by state or federal law:
 - 1. Amphetamines
 - 2. Barbiturates
 - 3. Benzodiazepines
 - 4. Cannabinoids (marijuana)
 - 5. Cocaine

6. Methodone
7. Methaqualone
8. Opiates (heroin, morphine, codeine)
9. Phencyclidine (pcp)
10. Propoxyphene

B. Testing for Illegal Controlled Substances – Classes of Employees/Circumstances.
Subject to applicable law:

1. Employees in special risk and safety sensitive positions.

- a. Special risk and safety sensitive employees include all employees in all classifications of requiring a CDL license, and all police officers authorized to carry a weapon, firefighter EMTs and firefighter Paramedics regardless of their rank. Other employees who are considered special risk or safety sensitive shall be notified of said status in writing.
- b. Applicants and employees are subject to testing on the same basis as other employees under Section 25.04(B)(2). Except to reasonable suspicion is required for testing such employees for illegal controlled substances for:
 - (1) When involved in any accident involving any personal injury that results in a worker's compensation claim or serious damage to property occurs.
 - (2) As otherwise allowed or required by law, provided unless required by law, there shall be no random drug testing except in conjunction with rehabilitation under Section 25.08.

2. Non-Safety Sensitive/Special Risk Employees.

- a. All job applicants shall be subject to pre-employment drug testing as a prerequisite to employment with the City. It is the obligation of the job applicant to notify the approved testing facility of any controlled substances prescribed for the job applicant by a physician or dentist.
- b. When an employee is involved at any time directly in an equipment or vehicular work-related accident, any accident on-the-job, or in any unsafe and/or negligent maintenance or operation of the City's equipment or vehicles at any time where in the opinion of the City Manager the employee was at fault or the employee's conduct contributed to the accident and there is reasonable suspicion to believe the employee was in violation of Section 25.02(A) or (B).
- c. When reasonable suspicion exists to believe the employee is using drugs or alcohol in violation of this policy. Reasonable suspicion is a belief by two (2) or more supervisors or managers that an employee is using or has used drugs or alcohol in violation of this policy drawn from specific objective and articulable facts and reasonable inferences drawn from

those facts in light of experience. Among other things, such facts and inferences may be based upon:

- (1) Observable phenomena while at work, such as direct observation of drug use or of physical symptoms or manifestation of being under the influence of a drug or alcohol;
- (2) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
- (3) A report of drug use;
- (4) Evidence that an individual has tampered with a drug test during his employment with the City;
- (5) Information that an employee has caused, contributed to, or been involved in an accident while at work;
- (6) Evidence that an employee has used, possessed, manufactured, cultivated, sold, solicited or transferred drugs;
- (7) Frequent absences from work without a satisfactory explanation.

C. Employee Rights – When testing to determine the presence of illegal controlled substances under subparagraphs (1) and (2) above:

1. Employees and job applicants have the right to consult with the testing laboratory for technical information regarding prescription and non- prescription medications. The name, address and telephone number of the testing laboratory will be provided to the employee or job applicant upon request.
2. All test results will be kept confidential and will only be provided to managerial employees on a need-to-know basis.
3. For tests under Section 25.04(B)(1)(b)(1) and (2), Employer shall meet with and inform an employee that, in the opinion of the Employer, there is a basis for reasonable suspicion and of the Employer's intention to schedule a drug or alcohol screen or test. At said meeting, the Employer shall consider the comments of the employee regarding the matter and shall then make a final determination of whether to proceed and require the screen or test.
4. Employee may upon his request have a representative present at said meeting, however, the meeting shall not be delayed because the employee wishes to have a specific representative present. If it is determined by the Employer that a drug or alcohol screen or test will be required, the employee shall be immediately escorted to the appropriate facility for the test. Refusal by the employee to submit to said test may be grounds for disciplinary action, including termination of employment.
5. If the employee is in a collective bargaining unit, the representative in subparagraph (4) above may be a Union representative.

6. Procedures for testing for the presence of illegal controlled substances shall be conducted consistent with the provisions of *Florida Statute* 440.102(5)(a) through (o) and (6) for alcohol, a positive result is 0.02, or greater. For drugs, a positive result is in accordance with the detection levels established by HRS guidelines.
7. The common and chemical names of the substances identified in Subsection A above, a copy of *Florida Statute* 440.102(5) and (6) and a list of local drug rehabilitation programs is available from Human Resources.

25.05 Reporting And Conviction Of Alleged Crimes Including Drugs Or Alcohol

- A. All employees must report to their supervisor any arrest, indictment or conviction of a drug or alcohol related violation or alleged violation of law not later than the next work day after they become aware of it. Failure to so report may result in immediate termination.
- B. Upon conviction of a crime involving illegal drugs, the employee will be immediately terminated.
- C. Without regard to prosecution or conviction by appropriate governmental entities, the City may, at its option, conduct its own independent investigation to determine whether or not there has been a violation of the City's drug and/or alcohol policy. If, in the opinion of the City, it believes a violation has occurred, it will take whatever disciplinary action it deems appropriate regardless of the ultimate outcome or any criminal case that may be brought against the employee.

25.06 Discipline For Violation Of Policy

Employees who violate this policy or who are directed to take a physical examination, blood, breathalyzer, urinalysis or other test allowed by law, and refuse or fail to do so when and as directed; or who, after having taken such examination and/or test are determined to have utilized illegal controlled substance at any time or to have violated the City's Alcohol Abuse Policy, shall be subject to immediate termination; provided, however; if the presence of an illegal controlled substance is established as a result of the test, the employee or job applicant may, within five (5) working days of receipt of written notification of a positive result, request an opportunity to explain the result to the City and/ or the medical review officer.

25.07 Employee Injured On The Job

Any employee injured on the job who refuses to submit to a drug test, or has a positive confirmation test, in addition to other provision of the policy, may forfeit his eligibility for all workers' compensation medical and indemnity benefits depending on applicable law.

25.08 Employee Assistance Program

The City has an employee assistance program (EAP) with one of its missions being to assist employees who voluntarily report drug or alcohol related problems, which have not yet adversely affected their job or City operations. The City may require any employee in violation of this policy, whether he voluntarily reports his problem or not, to participate in the EAP or other medical and rehabilitative assistance programs as a condition for continued employment. For further information regarding the EAP, contact

Human Resources.

- A. Employees Who Voluntarily Ask For Help. Employees with drug or alcohol related problems who wish assistance through the EAP may contact the EAP provider on a confidential basis or through Human Resources. If the request is made through Human Resources, City referrals will be made only upon execution by the employee of a release to the EAP provider to keep Human Resources advised as to the employee's attendance and progress in the rehabilitation program. If the employee has a satisfactory performance record and is otherwise qualified to perform his job, the City may grant the employee an unpaid leave of absence for a period determined by the City to participate in a City approved treatment or rehabilitative program. Such a leave will be granted only one (1) time. This employee will be responsible for all expenses resulting from the treatment or program to the extent they are not covered by insurance.
- B. Other Employees. In the event the City discovers a violation of this drug or alcohol policy, or an alcohol-related problem that adversely affects or may adversely affect the employee's performance or the City business, the City may proceed to discipline the employee up to and including discharge, or at its option, require the employee to undergo approved medical or rehabilitative assistance. The City may grant the employee leave with or without pay to participate in a rehabilitation program, including referral to the City EAP program. Such leave may be granted only one (1) time. Allowing of rehabilitation under the City EAP program will be conditioned on the execution of a consent by the employee to allow the EAP provider, or persons providing medical or rehabilitative assistance to keep Human Resources advised of the employee's attendance and the success of the rehabilitation. The employee will be responsible for all expenses resulting from the treatment or rehabilitation to the extent they are not covered by insurance.
- C. Return To Work. Employees who are granted a leave of absence under paragraph A or B above must successfully complete all EAP, medical and other rehabilitative requirements established by the City within a reasonable amount of time. A successfully rehabilitated employee who has been granted a leave of absence under A above shall be returned to his former job provided he successfully completed rehabilitation within the period of his leave. Employees who successfully complete rehabilitation under B above within the period of his leave will be returned to his former job if vacant, but if not to any vacancy which the City considers him qualified to perform, if any, and if there is none he shall be terminated.
- D. Re-testing. Employees allowed to return to work from an illegal controlled substance problem shall be subject to re-testing any time without notice and must submit to such test as and when directed by the City for one (1) year after they have been free of illegal drugs as determined by the City, or its designee.

25.09 Reporting Violation Of The Policy

- A. Reporting Violations. It is the obligation of every employee of the City to report violations of the City's drug and alcohol abuse policies. Failure to report may subject employees to discipline up to and including discharge.
- B. Good Faith Reports. Any employee who in good faith, based upon reasonable suspicion or observation, reports an alleged violation of these policies, or any supervisory or

managerial employee who investigates or take action in good faith based on reasonable suspicion or observation shall not be harassed, retaliated against, or discriminated against in any manner for making reports, participating in the investigation or because of any reasonable action he takes as a result of the investigation.

- C. Bad Faith Claims. Any knowingly false reporting of a violation of the policies set forth herein shall subject the employee to immediate termination.

25.10 Coordination With Administrative Services

All action taken by members of management under this Section 25 must be coordinated through Human Resources to ensure compliance with all applicable laws.

SECTION 26

EDUCATIONAL INCENTIVES AND BENEFITS

This program will only apply if it is funded through the budget process.

26.01 Tuition

The City may authorize payment for tuition for courses it considers will be helpful to successful completion of the mission of the City subject to budgetary constraints as follows:

- A. The City Manager, or his designee, shall determine if the course or curriculum is related to the employee's job or contributes to the long range value of the employee to the City.
- B. If the course is reimbursable through some other source, then provisions of the City's education tuition payment plan shall not apply.
- C. Based on budgetary constraints, the City Commission shall budget a set annual amount for tuition reimbursement. Once that amount is dispersed, no other reimbursement requests will be approved.

26.02 Eligibility

- A. Fulltime employment with the City at least one (1) year, unless the City Manager grants an exception.
- B. The educational training can be at the post high school or adult educational levels.
- C. No more than two (2) courses per quarter or semester (or equivalent period of time) may be taken.
- D. No employee will be reimbursed for more than six (6) classes in a calendar year unless previously approved by the City Manager.

26.03 Requests And Payment

- A. The employee must request to their Director, in writing prior to new fiscal budgets being finalized, by submitting an application to their Director with a school schedule attached prior to enrollment. In order to process the request in a timely manner, employees should make every effort to request necessary funding as soon as school schedules are released. Failure to obtain approval in advance may result in requests for reimbursement being denied.
- B. Employees are encouraged to attend any accredited technical or trade school, Florida college or university; however, tuition reimbursement shall be paid at the public college or university tuition rate (see application). Correspondence schools will not be considered for tuition reimbursement. Employees shall not be reimbursed for mileage or personal expenses unless they are required by the City Manager, or his designee, to take the course.
- C. The employee shall submit to the Personnel Office the final grade, certification, or degree (if

applicable) and paid receipts in order to receive reimbursement.

26.04 Repayment By The Employee

The employee who receives any funds under this program shall be required to work for the City for at least one (1) year, or longer depending on applicable law or departmental policy, from date money is received, or shall reimburse the City for every dollar received upon termination. The City reserves the right to withhold the money owed from any final paycheck upon separation subject only to applicable law. The City Manager may excuse repayment in whole or in part for circumstances he determines to be extenuating and justifiable.

26.05 Schedules

The City will attempt to rearrange work schedules for classes if it does not interrupt the normal workflow.

26.06 Incentive Pay

When the state or other governmental agency mandates additional pay for a class of employees and funds or reimburses the City for same, the City will provide the incentive pay to those employees who meet and maintain the qualifications to receive the incentive pay. Department Directors are required to advise the Personnel Office of employees in their Department who are eligible for such pay.

Appendix III – Pay Plan

<u>Position</u>	<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>
Library Page Clerk	102 <u>104</u>	\$18,705.44 <u>20,623.20</u>	\$28,296.32 <u>31,185.44</u>
Recreation Aide I	104	\$20,623.20	\$31,185.44
Recreation Aide II	105	\$21,654.88	\$32,755.84
Library Assistant I	107	\$23,874.24	\$36,125.44
Receptionist/Office Assistant	107	\$23,874.24	\$36,125.44
Recreation Assistant	107	\$23,874.24	\$36,125.44
Seasonal Lifeguard	108	\$25,068.16	\$37,924.64
Community Service Officer	109	\$26,322.40	\$39,821.60
Public Properties Maintenance Worker I	109	\$26,322.40	\$39,821.60
Utilities Maintenance Worker I	109	\$26,322.40	\$39,821.60
Secretary	109	\$26,322.40	\$39,821.60
Library Assistant II	110	\$27,639.04	\$41,799.68
Public Properties Maintenance Worker II	111	\$29,020.16	\$43,902.56
Head Lifeguard	111	\$29,020.16	\$43,902.56
Recording Secretary	112	\$30,469.92	\$46,080.32
Utilities Maintenance Worker II	112	\$30,469.92	\$46,080.32
<u>Zoning Tech II</u>	<u>112</u>	<u>\$30,469.92</u>	<u>\$46,080.32</u>
Public Properties Maintenance Worker III	113	\$31,994.56	\$48,384.96
Meter Maintenance Supervisor	113	\$31,994.56	\$48,384.96
Finance Technician I	114	\$33,594.08	\$50,816.48
Utilities Maintenance Worker III	114	\$33,594.08	\$50,816.48
Recreation Marketing and Rental Leader	114	\$33,594.08	\$50,816.48
Finance Technician II	115	\$35,274.72	\$53,349.92
Librarian I	115	\$35,274.72	\$53,349.92
Code Enforcement Officer	115	\$35,274.72	\$53,349.92
Public Properties Crew Chief	116	\$37,036.48	\$56,010.24
Utilities Maintenance Crew Chief	117	\$38,889.76	\$58,824.48

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

Issue Considered: Approval to provide a 3% merit increase to employees in the MAPS (Managerial, Administrative, Professional & Supervisory) pay plan for Fiscal Year 2016.

Date: September 22, 2015

Prepared By: Wayne Saunders, City Manager *WS*

Summary of Issue: The Collective Bargaining Agreement between the City and our general employees is on the September 22nd agenda for Commission approval. The agreement provides for a 3% wage increase for represented employees effective October 1, 2015. I recommend that the 3% adjustment be extended to the MAPS (Managerial, Administrative, Professional and Supervisory) employees that are not covered by the Collective Bargaining Agreement. The proposed budget for FY2016 anticipated and included a 2.5% appropriation for wage adjustments. Additional funds were included in the proposed budget for potential midyear adjustments following the wage study that is planned. I propose a portion of those funds be reallocated to cover the extra .5%. By reallocating these funds the overall total budget will not change.

Funding: Departmental Salaries & Wages accounts

Requested Motion: “I move to approve a 3% merit increase to employees in the MAPS pay plan for Fiscal Year 2016.”

Attachments: N/A

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

Issue Considered: Ordinance No 2015-21 – Outdoor Dining Areas; Definitions and Use Permissions for Eating and Drinking Establishments

Date: September 22, 2015

Prepared By: Jennifer Bryla – Community Development Director.

Through: Wayne Saunders, City Manager

Summary of Issue: Proposed for your consideration are City-initiated amendments to the Land Development Code relating to the reclassification, standardization and definition of eating and drinking establishments and regulations concerning outdoor dining and outdoor drinking in zoning districts located adjacent to the Corey Ave.

Currently, the City's Code provides for the City Manager to authorize outdoor seating at restaurants established as of July 1, 2003, that meet the following requirements: (1) are 500 sq. ft. or less in area and do not encroach into a required setback; (2) do not increase restaurant seating; (3) do not diminish existing on-site parking; (4) provide protective barriers between the outdoor seating area and any adjacent vehicular use area; (5) restricts lighting to the subject property; and (6) does not locate outdoor seating adjacent to residentially zoned property. The Code does not provide performance standards on how outdoor seating is to be located and operated.

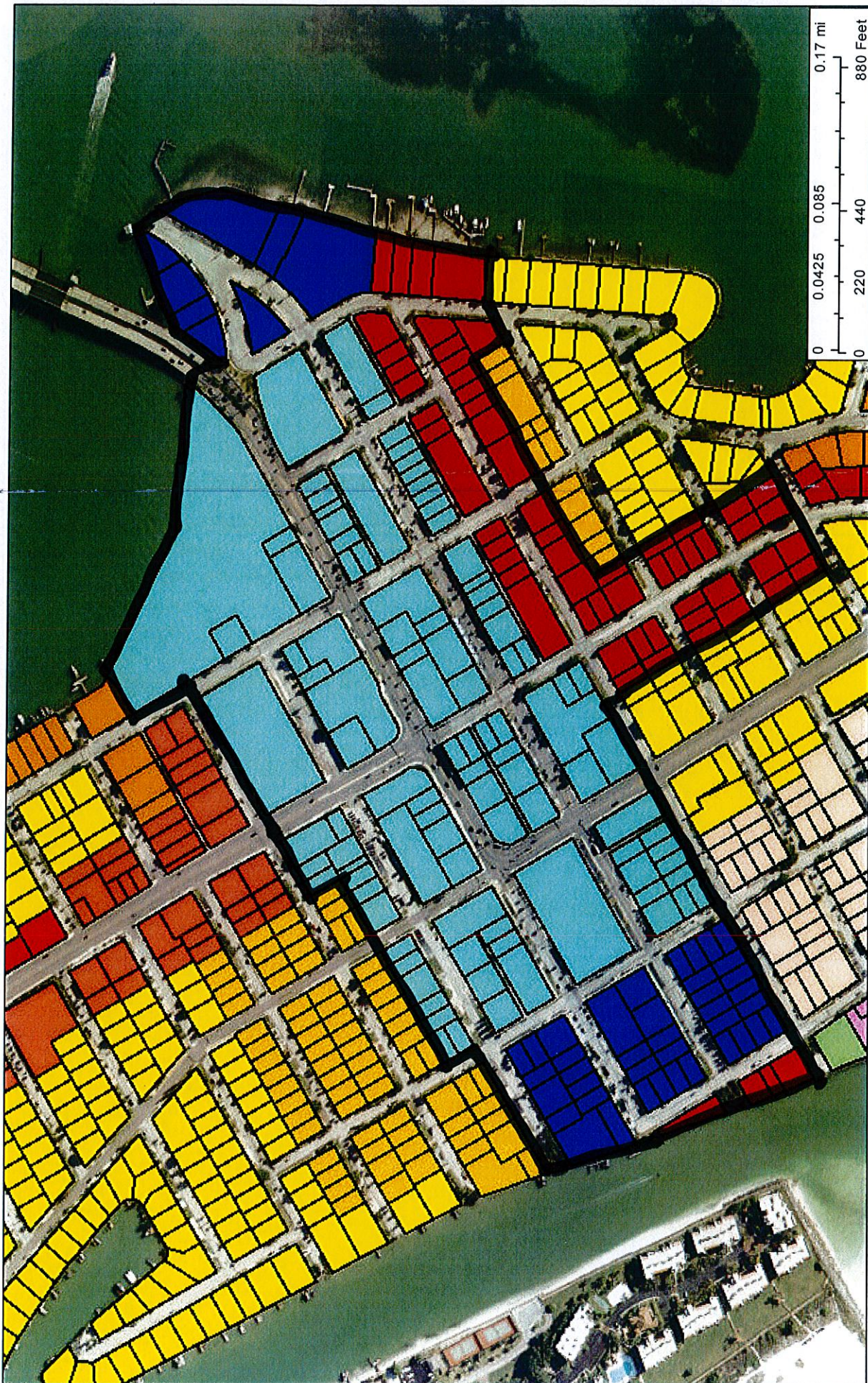
This topic has been heard by the Planning Board and Commission on several occasions. A decision was made at the May 26th meeting to start the process over and have a workshop on the issue. The first workshop was held on June 10 and an additional workshop was held on July 28th. During these discussions the decision was made to focus solely on the Corey Ave District within the Community Redevelopment District, as the Corey Avenue plan had been recently approved. Staff included zoning districts TC-1, TC-2, DCR and CG-2, as these are the districts that comprise the Corey Avenue Plan.

Ordinance 2015-21 provides for the Conditional Use Process for outdoor drinking and/or dining and does allow that activity to take place on the sidewalk and/or in the street.

Requested Motion: I move to adopt Ordinance No. 2015-21 on final reading.

Attachment: Ordinance No. 2015-21

**Reviewed by
City Manager:** WS



- boundary
- TC-1
- TC-2
- DCB
- CG-2

July 27, 2015



ORDINANCE NO. 2015-21

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ST PETE BEACH, FLORIDA, AMENDING THE CITY OF ST PETE BEACH LAND DEVELOPMENT CODE BY AMENDING SECTION 2.1 OF DIVISION 2, DEFINITIONS, RELATING TO COMMERCIAL KITCHEN, EATING AND DRINKING ESTABLISHMENTS, OUTDOOR DINING AND OUTDOOR DRINKING; AMENDING SECTION 6.24 OF DIVISION 6, SUPPLEMENTAL REGULATIONS, RELATING TO GENERAL, OPERATIONAL, AND PERMITTING REQUIREMENTS AND CITY AUTHORITY FOR OUTDOOR DINING AREAS AND OUTDOOR DRINKING AREAS; AMENDING SECTION 16.2 OF DIVISION 16, CG-2, COMMERCIAL DISTRICT, ADDING COMMERCIAL KITCHEN, FULL-SERVICE RESTAURANT, LIMITED SERVICE RESTAURANT AS PERMITTED USES AND DELETING SITDOWN RESTAURANTS AS A PERMITTED USE; AMENDING SECTION 16.4 OF DIVISION 16, CG-2, COMMERCIAL DISTRICT, ADDING RESTAURANT WITH DRIVE-THROUGH SERVICE, TAKE-OUT ONLY RESTAURANT, BAR/LOUNGE AS CONDITIONAL USES AND DELETING BAR (COCKTAIL LOUNGES, SALOONS), NIGHT-CLUBS, FAST-FOOD RESTAURANTS, OUTDOOR RESTAURANTS, AND SIDEWALK CAFÉ AS CONDITIONAL USES; AMENDING SECTION 30.2 OF DIVISION 30, TC-1, TOWN CENTER CORE DISTRICT, ADDING FULL-SERVICE RESTAURANT, LIMITED-SERVICE RESTAURANT, TAKE-OUT ONLY RESTAURANT, BAR/LOUNGE, AND COMMERCIAL KITCHEN AS PERMITTED USES AND DELETING EATING AND DRINKING ESTABLISHMENTS WITH OR WITHOUT OUTDOOR SEATING AS A PERMITTED USE; AMENDING 34.4 – PROHIBITED USES AND STRUCTURES OF DIVISION 34, TO ALLOWABLE CONDITIONAL USES ADDING FULL-SERVICE RESTAURANT; AMENDING SECTION 34.5 FROM GENERAL REQUIREMENTS TO PROHIBITED USES AND STRUCTURES; AMENDING SECTION 34.6 FROM DENSITY TO GENERAL REQUIREMENTS; AMENDING SECTION 34.7 FROM BUILDING HEIGHT TO DENSITY; AMENDING SECTION 34.8 FROM SETBACKS TO BUILDING HEIGHT; AMENDING 34.9 FROM MAXIMUM IMPERVIOUS SURFACE RATIO TO SETBACKS; AMENDING 34.10 FROM MINIMUM OFF-STREET PARKING REQUIREMENTS TO MAXIMUM IMPERVIOUS SURFACE RATIO; AMENDING 34.11 FROM LANDSCAPING TO MINIMUM OFF-STREET PARKING; AMENDING 34.12 FROM DESIGN REQUIREMENTS TO LANDSCAPING; AMENDING 34.13 FROM SIGNS TO DESIGN REQUIREMENTS; CREATING SECTION 34.14 SIGNS; AMENDING SECTION 37.2 OF DIVISION 37, TC-2 TOWN CENTER COREY CIRCLE AND COQUINA WEST DISTRICTS, ADDING FULL-SERVICE RESTAURANT, LIMITED SERVICE RESTAURANT, BAR/LOUNGE AS PERMITTED USES AND DELETING EATING AND DRINKING ESTABLISHMENTS WITH OR WITHOUT OUTDOOR SEATING AS PERMITTED USES; AMENDING SECTION 37.5 OF DIVISION 37, TC-2 TOWN CENTER COREY CIRCLE AND COQUINA WEST DISTRICTS ADDING TAKE-OUT ONLY RESTAURANT AS A CONDITIONAL USE, PROVIDING FOR PUBLICATION IN ACCORDANCE WITH THE REQUIREMENTS OF LAW; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3202, Florida Statutes, requires each local government in the State of Florida to adopt or amend and enforce land development code regulations that are consistent with and implement the adopted Comprehensive Plan; and

WHEREAS, the City of St. Pete Beach has previously adopted a land development code;

WHEREAS, periodic updates and clarifications are necessary for successful implementation of a land development code.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ST PETE BEACH, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED THAT:

SECTION 1. Section 2.1 of Division 2, Definitions, of the City of St. Pete Beach Land Development Code is hereby amended to provide as follows:

Sec. 2.1. - Words, terms and phrases defined.

Commercial Kitchen means an establishment where food and beverages are prepared for off-site consumption. Typical uses include catering facilities. This classification does not include businesses involved in the processing or manufacturing of food products.

Eating and drinking establishment means a business that is licensed to prepare and/or serves food or beverages for consumption by the public primarily engaged in serving prepared food and/or beverages for consumption on or off the premises. Such uses are regulated by type as follows:

~~Bar (cocktail lounge, saloon) means any establishment which is devoted primarily to the retailing and on-premises drinking of malt, vinous, or other alcoholic beverages and which is licensed by the State of Florida to dispense or sell alcoholic beverages.~~

~~Beach bar means any building, structure or facility whether temporary or permanent, which is built, erected or provided as a location for the purpose of making retail sales of alcoholic or intoxicating beverages, or malt or vinous beverages, as an accessory use to a hotel or motel.~~

~~Fast food restaurant means a retail food service establishment without table service (order placement and delivery) provided to patrons; walk up counter and carryout trade is a primary portion of the facility; includes fast food, drive through service, food delivery, carryout, public snack bar/automats, and delicatessens.~~

~~Nightclub means any restaurant, dining room, bar or similar establishment providing food or refreshments, which holds a 4 COP liquor license from the State of Florida Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco. Provided, however, any restaurant, dining room or similar establishment which holds a 4 COP liquor license with the "S," "SR" or "SRX" designation, shall be deemed an~~

~~accessory use to the principal use and not a nightclub.~~

~~Outdoor restaurant means a portion of a restaurant, of any type, located outside which functions as an extension of the principal use of the private property of the restaurant. An outdoor restaurant is not located in a completely enclosed building and is open to the sky except that it may have awnings, umbrellas, or building overhang and shall be used exclusively for dining, drinking and circulation therein. An outdoor restaurant may provide either wait staff service or self service. (See also "Sidewalk cafe.")~~

~~Sidewalk cafe means a street level portion of a restaurant, of any type, located within the sidewalk area of the public right of way, which is normally adjacent to a street, which functions as an extension of the principal use of the private property of the restaurant. A sidewalk cafe is open to the sky except that it may have awnings or umbrellas, and shall be used for dining, drinking and circulation therein pursuant to the approved conditional use permit. A sidewalk cafe may provide either wait staff service or self service. (See also "Outdoor restaurant.")~~

~~Sit down restaurant means a retail food service establishment with indoor seating only in which the principal use is the preparation, cooking, consumption, and sale of food and beverages.~~

Bar/Lounge means a business serving beverages for consumption on the premises as a primary use or as an accessory use to a hotel or motel and including on-site service of alcohol, including beer, wine, and mixed drinks.

Restaurant, Full-Service means a restaurant providing food and beverage services to patrons who order and are served while seated and pay after eating. Takeout service may also be provided.

Restaurant, Limited-Service means an establishment where food and beverages may be consumed on the premises, taken out, or delivered, but where limited table service is provided. This classification includes cafes, cafeterias, coffee shops, delicatessens, fast-food restaurants, sandwich shops, limited-service pizza parlors, self-service restaurants, and snack bars with indoor or outdoor seating for customers. This classification includes bakeries that have tables for on-site consumption of products. It excludes catering services that do not sell food or beverages for on-site consumption (See Commercial Kitchen).

Restaurant, Take-Out Only means a restaurant where food and beverages are prepared on a customer-demand basis and may be taken out or delivered, but are not consumed on the premises. No seating or other facilities for on-premises dining are provided.

Restaurant with Drive-Through Service means any eating or drinking establishment which has direct window service allowing customers in motor vehicles to pick up food or drink for off-premise consumption.

Outdoor Dining means a delineated area, including patios and similar areas, affiliated with a restaurant unenclosed by walls where tables, seating and other furnishings are provided for patrons of the restaurant for eating and drinking.

Outdoor Drinking means a delineated area, including patios and similar areas, affiliated with a bar/lounge unenclosed by walls where tables, seating and other furnishings may be provided for patrons of the bar/lounge for consuming beverages. For temporary lodging uses, the outdoor drinking area may occupy a portion of a private sand beach affiliated with an accessory hotel or motel bar reserved for the exclusive use of overnight guests.

SECTION 2. Section 6.24 of Division 6, Supplemental Regulations, of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 6.24. - ~~Outdoor seating for existing restaurants.~~ Outdoor dining and outdoor drinking areas. A full or limited service restaurant may establish an outdoor dining area and a bar/lounge may establish an outdoor drinking area pursuant to the requirements of this Section and upon the issuance of a conditional use permit pursuant to the review and approval procedures provided under Division 4 of this Code. If public consumption of alcohol is proposed to occur on any public street, sidewalk or private sand beach area in connection with the outdoor dining or outdoor drinking area, approval by the City Commission is required pursuant to Chapter 6 of the City Code of Ordinances.

~~Existing sit down restaurants as of July 1, 2003, without outdoor seating areas may be permitted by the city manager to have one outdoor seating area as follows:~~

- ~~(a) Five hundred square feet or less in area, with no encroachment into the required setback;~~
- ~~(b) No increase in restaurant seating;~~
- ~~(c) There shall be no diminishment of existing parking on the site;~~
- ~~(d) When the seating area will be adjacent to a vehicle use area, protective barriers shall be installed between the seating area and the vehicle use area;~~
- ~~(e) All lighting shall be directed inward and shall not spill on to adjacent property;~~
- ~~(f) Said outdoor seating shall not be located adjacent to a residentially zoned property in any manner.~~

(a). General Requirements

(1) All outdoor dining and outdoor drinking areas located on private property shall comply with the following requirements:

- a. A landscape buffer and opaque wall or fence constructed at the maximum height allowed by this Code shall be required along the lot line of any yard containing an outdoor dining or outdoor drinking area when

the lot line of said yard adjoins a property that is occupied by a residential use to effectively screen and mitigate external impacts as determined through the conditional use permitting process.

- b. Outside food and beverage consumption shall not extend beyond the permitted area.
- c. No outdoor food preparation is permitted.
- d. Suitable protective barriers shall be installed when an outdoor dining area or outdoor drinking area is located adjacent to a vehicular use area as determined by the Building Official.
- e. Upon the issuance of a tropical storm or hurricane warning, all tables, chairs and other equipment shall be securely stored inside.

(2) In addition to the above requirements, the following requirements shall be met for outdoor dining or outdoor drinking areas located within city-owned public right(s)-of-way:

- a. Outdoor dining or outdoor drinking areas shall only be authorized when adjoining sidewalk has a continuous minimum width of eight feet unless the Technical Review Committee determines that the area can be reasonably accommodated by a narrower sidewalk width.
- b. A minimum four feet of contiguous and unobstructed corridor space must be maintained at all times to ensure a clear pedestrian passageway. The pedestrian passageway shall be a straight line, parallel to the building face and curb line, for the entire length of the outdoor dining or outdoor drinking area.
- c. The outdoor dining or drinking area shall not extend beyond the sidewalk frontage of the associated business establishment unless otherwise approved by the City Commission.
- d. All furnishings shall be of good design and made of quality materials and be maintained in a clean and attractive appearance and shall be in good repair at all times.
- e. In addition to suitable protective barriers being installed, the interior perimeter around the outdoor dining or outdoor drinking area may be delineated using nonpermanent fixtures such as planters, decorative chains or other fixtures no less than thirty (30) inches and no greater than forty-two (42) inches in height as may be approved by the Building Official.
- f. City Commission approval is required for public consumption of alcoholic beverages within public rights-of-way pursuant to Chapter 6 of the City Code of Ordinances.

(b). Required Permit. A Conditional use permit application shall be made to the City. The permit application, in addition to the conditional use application requirements provided under Division 4 of this Code, shall specifically include the following information:

- (1) Survey.
- (2) Site plan depicting the proposed outdoor dining area or outdoor drinking area drawn to scale. The plan shall include the following information:
 - a. Total square footage of the proposed outdoor dining area or outdoor drinking area.
 - b. Number and placement of all seating/table arrangements and other elements.
 - c. Distances between each seating/table arrangement, providing pedestrian clearance as required by the Florida Building Code and Florida Life Safety Code.
 - d. All points of egress.
 - e. Locations of signs prohibiting the removal of alcohol from the premises.
 - f. For tenants as applicants, a letter of authorization from the property owner.
- (3) Occupant load of principal business.
- (4) Number of existing men's and women's bathrooms and fixtures.
- (5) Copy of applicant's liquor license(s).

(c). Insurance and Indemnification. For outdoor dining or outdoor drinking areas using public right(s)-of-way, the following is required:

- (1) By the use of any permit granted under this Section, the operator agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees from any and all claims, liability, lawsuits, damages and causes of action which may arise out of the use of the public right(s)-of-way. The operator shall enter into a written agreement with the City to evidence this indemnification. Such agreement must have the written approval of the City Attorney prior to issuance of a permit.
- (2) The operator shall show evidence of:
 - a. Comprehensive general liability insurance on an "occurrence" basis in an amount not less than \$1,000,000 combined single limit bodily injury liability and property damage liability. The City is to be specifically included as additional insured on the policy.
 - b. Workers Compensation insurance applicable to its employees, if any, for statutory coverage limits in compliance with Florida laws, including employers' liability which meets all state and federal laws.

- (3) The operator shall provide the City with the certificate(s) of insurance evidencing required coverages. Current certified copies of such required coverages shall be provided to the City when specifically requested in writing.
 - (4) All policies of insurance must be endorsed to provide the City with 30 days of notice of cancellation or restriction.
- (d). Revocation of permit. The City may revoke a permit for any outdoor dining or outdoor drinking area if it is found that:
 - (1) Any necessary business or health permit has been suspended or revoked; or
 - (2) Changing conditions of pedestrian or vehicular traffic cause congestion necessitating removal of the outdoor dining or outdoor drinking area when located within public right(s)-of-way. Such decision shall be based on the findings of the Technical Review Committee that the existing conditions represent a danger to the health, safety or general welfare of the public and cannot be resolved through modification to the outdoor dining or outdoor drinking area layout; or
 - (3) The operator fails to comply with one or more requirements of the conditional use permit.
- (e). Removal or relocation of outdoor dining or outdoor drinking area and all related furnishings for right(s)-of-way repairs, emergency situations, or matters of public safety.
 - (1) As necessitated by right(s)-of-way repairs, the City may require the temporary removal of outdoor dining or outdoor drinking area and all related furnishings. The operator shall be responsible for removing all furnishings at least 24 hours prior to the date identified in writing by the City. The City shall not be responsible for any costs associated with the removal or the return and installation of such furnishings.
 - (2) The City may cause the immediate removal or relocation of all or any part of the outdoor dining or outdoor drinking area occupying public right(s)-of-way in emergency situations. The City, its officers, agents and employees shall not be responsible for any damages or loss of furnishings used in association with an outdoor dining or outdoor drinking area relocated during emergency situations and shall not be responsible for any costs associated with the removal or the return and installation of any such furnishings.
 - (3) The City shall have the authority to secure or remove any furnishing(s) associated with the outdoor dining or outdoor drinking area occupying public right(s)-of-way if necessary in the interest of public safety.

SECTION 3. Section 16.2 of Division 16, CG-2, Commercial District, of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 16.2. - Permitted principal uses and structures.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the CG-2 Commercial District are as follows:

- (a) Commercial kitchen.
- (b) Eating and drinking establishments—~~Sit down~~—~~restaurants~~—~~full-~~
service restaurant, limited-service restaurant, subject to Sec. 6.24 of this Code as
may be applicable.
- (c) Financial institutions without drive-through service.
- (d) Offices.
- (e) Printing and copying services.
- (f) Retail sales.
- (g) Services, personal/business

SECTION 4. Section 16.4 of Division 16, CG-2, Commercial District, of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 16.4. - Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the CG-2 Commercial District are as follows:

- (a) Adult entertainment establishments—See also Chapter 10, St. Pete Beach Code of Ordinances.
- (b) Automotive service
stations. ~~(c) Bar (cocktail lounges,~~
~~saloons).~~
- ~~(d)~~ Commercial boat docking facilities.
- ~~(e)~~ Commercial water sports, non-motorized vessels of 16 feet or less in length only.
- ~~(f)~~ Communications facilities.
- ~~(g)~~ Commercial docks—Classes A, B and C only.
- ~~(h)~~ Eating and drinking establishments—~~Nightclubs, fast food restaurants,~~
~~outdoor restaurants and sidewalk café restaurant with drive-through service,~~
take-out only restaurant, bar/lounge, subject to Sec. 6.24 of this Code as may
be applicable.
- ~~(i)~~ Mortuaries.
- ~~(j)~~ Parking lots—Commercial and/or off-premise.
- ~~(k)~~ Recreational—Commercial recreation; public parks and/or recreational facilities.
- ~~(l)~~ School, commercial.
- ~~(m)~~ Theaters.

- (~~am~~) Utility substations and/or rights-of-way.
- (~~en~~) Vessel for hire businesses.

SECTION 5. Section 30.2 of Division 30, TC-1, Town Center Core District, of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 30.2. - Permitted uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses in the TC-1 Town Center Core District are as follows:

- (a) Financial institutions without drive-through service.
- (b) Government buildings and other public or civic facilities, including parks and recreation facilities and transit stations and stops.
- (c) Office uses.
- (d) Personal service businesses such as barbershops, beauty shops, day spas, tailoring, garment alteration and repair, shoe repair, pet grooming, dry cleaning pick-up and drop-off and other personal service uses similar in character and impact. Body art, bail-bond, check-cashing, and other similar services are prohibited.
- (e) Printing and copying.
- (f) Residential uses as a component of mixed-use development only. Residential uses shall not be allowed on the ground floor level of any structure.
- (g) ~~Eating and drinking establishments with or without outdoor seating. Drive-through service is not permitted.~~ Eating and drinking establishments - full-service restaurant, limited-service restaurant, take-out only restaurant, bar/lounge, subject to Sec. 6.24 of this Code as may be applicable.
- (h) Retail uses except automotive sales lots, pawn shops, liquor stores, and tobacco shops.
- (i) Theaters, cinemas and other indoor commercial entertainment facilities.
- (j) Artist studios and art galleries.
- (k) Grocery stores and pharmacies without drive-through service.
- (l) Commercial kitchen.
- (m) Sales, rentals, and/or service of bicycles, mopeds, motorcycles, segways, and scooters;
- (n) Other commercial uses similar in character, nature and impact to permitted uses listed above.

SECTION 6. Section 34.4 of Division 34, (DCR) Downtown Core Residential District of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 34.4. – ~~Prohibited uses and structures~~ Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the DCR Downtown Core Residential District are as

follows:

Eating and drinking establishments, -full-service restaurant, limited-service restaurant, bar/lounge, subject to Sec. 6.24 of this Code as may be applicable

SECTION 7. Section 34.5 of Division 34, (DCR) Downtown Core Residential District of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 34.5. ~~General Requirements~~ **Prohibited uses and structures.**

SECTION 8. Section 34.6 of Division 34, (DCR) Downtown Core Residential District of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 34.6. ~~Prohibited uses and structures~~ **General Requirements**

SECTION 9. Section 34.7 of Division 34, (DCR) Downtown Core Residential District of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 34.7. ~~Building height~~ **Density**

SECTION 10. Section 34.8 of Division 34, (DCR) Downtown Core Residential District of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 34.8. ~~Setbacks~~ **Building height**

SECTION 11 Section 34.9 of Division 34, (DCR) Downtown Core Residential District of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 34.9. ~~Maximum impervious surface ratio~~ **Setbacks**

SECTION 12 Section 34.10 of Division 34, (DCR) Downtown Core Residential District of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 34.10. ~~Minimum off-street parking requirements~~ **Maximum impervious surface ratio**

SECTION 13 Section 34.11 of Division 34, (DCR) Downtown Core Residential District of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 34.11. ~~Landscaping~~ **Minimum off-street parking requirements**

SECTION 14 Section 34.12 of Division 34, (DCR) Downtown Core Residential District of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 34.12. ~~Design requirements~~ **Landscaping**

SECTION 15 Section 34.13 of Division 34, (DCR) Downtown Core Residential District of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 34.13. ~~Signs~~ **Design requirements**

SECTION 16 Section 34.14 of Division 34, (DCR) Downtown Core Residential District of

the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 34.14. Signs

SECTION 17. Section 37.2 of Division 37, TC-2 Town Center Corey Circle and Coquina West Districts of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 37.2. - Permitted uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses in the TC-2 Town Center Corey Circle and Coquina West Districts are as follows.

- (a) Retail uses except automotive sales lots, pawn shops, liquor stores, and tobacco shops;
- (b) Grocery stores, markets, pharmacies without drive-through service;
- (c) Personal service businesses such as barbershops, beauty shops, salons, day spas, gyms and fitness centers, tailoring, garment alteration and repair, shoe repair, dry cleaning pick-up and drop-off and other personal service uses similar in character and impact. Body art, bail-bond, check-cashing and other similar services are prohibited;
- (d) Eating and drinking establishments - ~~with or without outdoor seating full-service restaurant, limited-service restaurant, bar/lounge, subject to Sec. 6.24 of this Code~~ as may be applicable;
- (e) Office uses;
- (f) Commercial recreation, public parks and/or recreational facilities;
- (g) Government buildings and other public facilities, including parks and recreation facilities;
- (h) Artist studios and art galleries;
- (i) Multifamily residential only as a component of mixed use. Residential uses are not permitted on the ground floor;
- (j) Vehicle for hire - Limited to rental of non-motorized (bicycles) and individual motorized vehicles such as segways, mopeds/scooters;
- (k) Other commercial uses similar in character, nature and impact to permitted uses listed above.

SECTION 18. Section 37.5 of Division 37, TC-2 Town Center Corey Circle and Coquina West Districts of the City of St. Pete Beach Land Development Code is amended to provide as follows:

Sec. 37.5. - Allowable conditional uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the TC-2 Town Center Corey Circle and Coquina West

Districts are as follows.

- (a) Temporary lodging facilities hotel, motel and resort condominium, awarded on a first come, first serve basis, to come from the density pool established in the Comprehensive Plan.
- (b) Commercial kitchen.
- (~~b~~c) Commercial docks-Class A, B, C and D.
- (d)Eating and drinking establishment – take-out only restaurant.
- (~~e~~) Vessel for hire (water taxis).

SECTION 19. This Ordinance shall be published in accordance with the requirements of law.

SECTION 20. This Ordinance shall become effective immediately upon final passage and adoption.

PASSED ON FIRST READING _____, a.d. 2015

PASSED ON SECOND AND FINAL READING _____, a.d. 2015

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 _____, 2015.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTEDNESS:

City Attorney
Andrew Dickman, Esq.

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

Issue Considered: Ordinance 2015-26 Amendment to the City of St. Pete Beach Code of Ordinances Article V.

Date: September 22, 2015

Prepared By: Bruce Cooper – Building Official

Through: Jennifer Bryla– Community Development Director

Summary of Issue The Ordinance follows the County’s recommendations for a “Model Ordinance” as it pertains to flood protection and is just one component in our list of items that comprise our CRS rating.

The Memo Report and Staff Report associated with the Ordinance outlines the specifics and CRS points associated with the additional items.

Requested Motion: “I move to approve and adopt Ordinance 2015-26”.

Attachment: Staff Report Memo, Ordinance 2015-26

Reviewed by the City Manager WS

	St. Pete Beach City Commission 155 Corey Avenue St. Pete Beach, FL 33706 727-367-2735
09/22/15	
Item Number Ordinance #2015-0026 Type of Application Amendment to Chapter 98 Article V of the Code of Ordinances Applicant City of St. Pete Beach Location City wide Project Planner Jennifer Bryla, AICP Requested Action Approval of “Model Ordinance” Staff Recommendation Approval Planning Board Heard Ord 2015-15 on July 21, 2015. Recommended approval (3-0) City Commission First Reading (9/9/2015) Approved: 5-0 Final Reading (9/22/2015)	ITEM SUMMARY: This City initiated amendment to Article V of Chapter 98 of the City’s Code of Ordinances, contains language that represents the “Model Ordinance” that was approved by the State’s Department of Emergency Management. In addition, Ordinance 2015-0026 contains modifications from the model ordinance that respond to the City’s specific needs. The newly adopted Florida Building code provides the ability for communities to amend the Building Code to be consistent with the City’s goals for flood protection beyond the Model Ordinance. The City participates with the Community Rating System (CRS) which is based on the amount of strategies the City can implement regarding flood management. The properties within the City then can receive discounts for any flood insurance policy. Every point below the rating of “10” gives a 5% discount on the policy. The city is currently at a rating of 7, with the changes proposed in Ordinance 2015-0026 the rating is anticipated to lower to a 6. The model Ordinance requires increased height above the base flood elevation. This increased height is commonly referred as “Free Board”. One successful element that has been implemented in adjoining jurisdictions has been incorporating free board. The following are additional items that have been added or modified from our current flood ordinance. The Ordinance originally required 2 foot of “freeboard” for new residential development; at the 9/9/2015 City 

Findings In its review of the proposed application, staff has determined: 1. The proposed application is consistent with Florida Statutes. 2. The proposed application is consistent with the Pinellas County Regional Policy Plan. 3. The proposed application is consistent with the St. Pete Beach Comprehensive Plan. 4. The proposed application is consistent with the intent of the LDC.	Commission meeting the motion was made to decrease this requirement to 1 foot. This change may allow new home construction more alternatives in design of the structure that aligns more closely with existing homes. Homes within the Pass-a-grille overlay (PAG) would be excluded from this requirement as well as lands within commercial zoning districts. Another measure that the Ordinance is implementing is the requirement that prohibits “fill” being brought in, except for stem wall construction. PAG is exempt from this requirement as well as all commercial zoning districts. The City will also require a non-conversion statement for new construction below the base flood elevation as well as limit the number of main entry doors below base to one double door and no sliding doors.. The current Ordinance doesn’t prohibit temperature-control (air conditioning) below the base flood elevation. After checking with CRS, there are no points given for this prohibition. There is, however, a requirement (Section R322.2.2 2) to have air conditioning ductwork above the base flood elevation. PUBLIC NOTICE: Notice of public hearing has been advertised as required by State Statutes. As of the date of this report, no written comments have been received. Oral and written comments may be presented at the public hearing. COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE: The proposed amendment is consistent with the City of St. Pete Beach’s Comprehensive Plan. Specifically Objective 1.2 of the Coastal and Conservation Element which states that regulations within the 100 year flood plain will be strictly enforced. BACKGROUND: Ordinance 2015-15, the original “Flood” ordinance was tabled on August 25, 2015 in order for staff to review other regulatory options that the City could adopt within our Flood Management Ordinance that may provide additional points to our overall Community Rating System (CRS). In addition, there were some concerns, with the proposed 2 foot of Freeboard for certain areas of the City. Staff had the opportunity to review other jurisdictions and develop solutions that should give us sufficient points to give the City the Class 6 rating that the City Commission had asked staff to pursue. There are additional restrictions being proposed, therefore a new ordinance is required. This Flood Ordinance is being submitted in order to once again comply with the model ordinance; provide amendments to the Florida Building Code that coincides with the model Flood Ordinance PLANNING BOARD: The Planning Board heard Ordinance 2015-15 on July 21, 2015 and
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provided a recommendation of approval to the City Commission (3-0). As noted above, the Planning Board recommended that entry doors below the base flood could be a double door.

JUSTIFICATION / TECHNICAL REVIEW:

Technical justification is documented in the building official memo included in the packet.

Consistency with County wide Plan for Pinellas County

The Amendment is consistent with the County wide Plan for Pinellas County, specifically Goal 14.0 which requires local governments continue to mitigate freshwater flooding risks.

STAFF RECOMMENDATION:

Upon review of the above guiding documents for the City of St. Pete Beach, staff recommends approval of Ordinance 2015-26.

Q:Community development/boards and committees/city commission/staff reports/Ord 2015-26

Memo

To: City Commission
From: Bruce Cooper
CC: Jennifer Bryla
Date: 9/22/2015
Re: Flood Management Ordinance, #2015-26

The City Commission approved Ordinance 2015-26 on first reading at the September 9, 2015 public hearing. During the hearing, the Commission made the motion to amend Section R322.2.1 and Section R322.3.2 (page 30) to require 1 foot of freeboard instead of 2 feet. This change was made with the intent that it may allow new home construction to better replicate the patterns of development that currently exist. In addition to the freeboard, the following are highlights of the new Flood Ordinance:

- o All freeboard requirements are exempt from the Pass-A-Grille Overlay District and all Commercial Districts.
- o The use of structural and nonstructural fill (except for stem wall construction) in flood hazard areas (Zones AE) is prohibited. This requirement exempts the Pass-A-Grille Overlay District and all Commercial Districts. Minor amounts of fill are allowed.
- o The requirement of a Nonconversion Agreement. This is a notarized and recorded document by the owner, agreeing not to convert or modify in any manner that is inconsistent with terms of the building permit and the flood ordinance.
- o To allow one main entry double door and to allow single entry doors. No sliders are allowed.

ORDINANCE NO. 2015-26

AN ORDINANCE OF THE CITY OF ST. PETE BEACH FLORIDA AMENDING THE CITY CODE TO REPEAL THE CURRENT ARTICLE V, OF CHAPTER 98, FLOOD HAZARD MITIGATION REGULATIONS TO ADOPT A NEW ARTICLE V, TO RE-ADOPT FLOOD HAZARD MAPS, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS, AND FOR OTHER PURPOSES; TO ADOPT LOCAL ADMINISTRATIVE AMENDMENTS AND TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE; TO FORMAT EXISTING PROVISIONS TO BE CONSISTENT WITH THE FLORIDA BUILDING CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of the City of St. Pete Beach, Florida and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

WHEREAS, the City of St. Pete Beach, Florida was accepted for participation in the National Flood Insurance Program on May 22, 1970 and the City Commission desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

WHEREAS, Chapter 553, Florida Statutes, was adopted by the Florida Legislature to provide a mechanism for the uniform adoption, updating, amendment, interpretation and enforcement of a state building code, called the Florida Building Code; and

WHEREAS, section 553.73(5), Florida Statutes, allows adoption of local administrative amendments to the Florida Building Code to implement the National Flood Insurance Program; and

WHEREAS, the City of St. Pete Beach is adopting a requirement to increase the minimum elevation requirement of the Florida Building Code, Residential for dwellings in flood hazard areas and, pursuant to section 553.73(5), Florida Statutes; and

WHEREAS, the City Commission has determined that it is in the public interest to adopt the proposed floodplain management regulations that are coordinated with the Florida Building

Code.

THE CITY OF ST. PETE BEACH, FLORIDA, DOES ORDAIN:

SECTION 1.

The St. Pete Beach City Code is hereby amended by repealing and removing Article V and adopting a new Article V. to read as follows:

ARTICLE V

Sec 98-120.1 GENERALLY.

Sec. 98-120.1 Title. These regulations shall be known as the Floodplain Management Ordinance of the City of St. Petersburg, Florida, hereinafter referred to as “this section.”

Sec. 98-120.2 Scopes. The provisions of this section shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

Sec. 98-120.3 Intent and Purpose.

The purpose of this section and the flood load and flood resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

1. Minimize unnecessary or prolonged disruption of commerce, access and public service during times of flooding;
2. Require the use of appropriate practices, at the time of initial construction, in order to prevent or minimize future flood damage;
3. Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
4. Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
5. Minimize damage to public and private facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
6. Help maintain a stable tax base by providing for the sound use and development of flood

hazard areas in such a manner as to minimize future flood blight areas;

7. Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events;
8. Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22;
9. Protect human life and health;
10. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
11. Ensure that property owners are notified yearly the property is in a flood prone area;
12. Restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards or which result in damaging increases in erosion or in flood heights or velocities; and
13. Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

Sec. 98-120.4 Findings of fact.

1. The flood hazard areas of the City are subject to periodic inundation which results in loss of life; loss of property; health and safety hazards; disruption of commerce and governmental services; extraordinary public expenditure for flood protection and relief; and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
2. These flood losses are caused by the cumulative effect of obstructions in floodplains, causing increases in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods or hazardous to other lands, which are inadequately elevated, flood proofed or otherwise protected from flood damage.

Sec. 98-120.5. Coordination with the Florida Building Code. This section is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.

Sec. 98-120.6. Warning. The degree of flood protection required by this section and the Florida Building Code is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This section does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps (FIRM) and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency (FEMA), requiring the City to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use,

or future use is implied or expressed by compliance with this section.

Sec. 98-120.7 Disclaimer of Liability. This section shall not create liability on the part of the City, its officers, agents, elected or appointed officials or employees thereof for any flood damage that results from reliance on this section or any administrative decision lawfully made thereunder.

Sec. 98-121 APPLICABILITY.

Sec. 98-121.1 Conflict. Where there is a conflict between a general requirement and a specific requirement in this section, the specific requirement shall be applicable. Where the requirements of this section and another law, code or regulation conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Sec. 98-121.2. Areas to which this section applies. This section shall apply to all flood hazard areas within the City as established in Sec. 98-121.3

Sec. 98-121.3. Basis for establishing flood hazard areas. The Flood Insurance Study for Pinellas County, Florida and Incorporated Areas dated August 18, 2009, and all subsequent amendments and revisions, and the accompanying FIRMs, and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this section and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the Community Development Department, Building Division, 155 Corey Ave, St Pete Beach, Florida 33706

Sec. 98-121.4. Submission of additional data to establish flood hazard areas. To establish flood hazard areas and base flood elevations, pursuant to Sec.98-124 the Building Official may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the City indicates that ground elevations:

1. Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this section and, as applicable, the requirements of the Florida Building Code.
2. Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the owner or owner's authorized agent (hereinafter "applicant") obtains a Letter of Map Change that removes the area from the special flood hazard area.

Sec. 98-121.5. Other laws. The provisions of this section shall not be deemed to nullify any provisions of state or federal law.

Sec. 98-121.6. Abrogation. This section supersedes any ordinance or City Code in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances or City Codes including but not limited to land development regulations, zoning ordinances, storm water management regulations, or the Florida Building

Code. This section shall not repeal, abrogate, or impair any existing deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this section.

Sec. 98-121 7. Interpretation. In the interpretation and application of this section, all requirements shall be:

1. Considered as minimum requirements;
2. Liberally construed in favor of the City; and
3. Deemed neither to limit nor repeal any other powers granted under state statutes.

Sec. 98-122. ADMINISTRATION.

Sec.98-122.1. Designation. The Building Official is designated as the Floodplain Administrator for the purposes of this section. The Building Official may delegate the performance of certain duties to other employees.

Sec.98-122.2. General. The Building Official is authorized and directed to administer and enforce the provisions of this section. The Building Official shall have the authority to render interpretations of this section consistent with the intent and purpose of this section and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this section without the granting of a variance pursuant to this section.

Sec.98-122.3. Applications and permits. The duties of the Building Official shall include, but not be limited to:

1. Review all applications and plans to determine whether proposed new development will be located in flood hazard areas;
2. Review all applications for modification of any existing development in flood hazard areas for compliance with the requirements of this section;
3. Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries and a person contesting the determination shall have the opportunity to appeal the interpretation;
4. When interpretation is needed as to the exact location of the boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the Building Official shall make the necessary interpretation;
5. Provide available flood elevation and flood hazard information;
6. Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
7. Review all applications to determine whether proposed development will be reasonably safe from flooding;
8. Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings,

structures and facilities exempt from the Florida Building Code, when compliance with this section is demonstrated, or disapprove the same in the event of noncompliance;

9. Coordinate with and provide comments to the Building Department employees to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this section;
10. Review all applications for permits to ensure that the permit requirements of this section have been satisfied;
11. Advise applicant that additional federal and state permits may be required and ensure that all required state and federal permits have been received. The Building Official shall require that copies of such permits be provided and maintained on file with the City permit.

Sec.98-122.4. Substantial improvement and substantial damage determinations. For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Building Official shall:

1. Require the applicant to obtain an appraisal of the current market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
2. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
3. Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
4. Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this section is required.

For the purpose of making this determination, the cost to perform the improvements and the cost to perform the repairs shall not be cumulative from project to project. Costs of improvements and costs of repairs shall include all costs attributed to a project and shall be determined:

1. By submission of a detailed cost estimate by a licensed contractor, provided such estimate includes all work required to complete the work described in the permit application;
2. By submission of a summation of the prevailing market cost for all materials and labor including all expenses normally charged or incurred if the work were performed by a contractor (e.g., construction supervision and management, insurance, overhead and profit, demolition, etc.); or
3. By the Building Official if the applicant's submission and supporting data do not, in the opinion of the Building Official, reasonably reflect the actual project cost;

alternatively, the Building Official may require submission of another estimate. If determined by the Building Official, the Building Official may use (a) the most recent (at the start of construction) square foot valuation data for this area published by the International Code Council; or (b) the replacement cost less the depreciation costs (at the start of construction) identified in a certified appraisal less than 12 months old.

Sec.98-122.5. Modifications of the strict application of the requirements of the Florida Building Code. The Building Official shall review requests that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to this section.

Sec.98-122.6. Notices and orders. The Building Official shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this section.

Sec.98-122.7. Inspections. The Building Official shall make the required inspections as specified in this section for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The Building Official shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

Sec.98-122.8. Other duties of the Building Official. The Building Official shall have other duties, including but not limited to:

1. Establish procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Sec. 98-122.4
2. Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to FEMA and ensure that the entity responsible for maintenance within the altered or relocated portion of said watercourse is identified so that the flood-carrying capacity is not diminished;
3. Inform an applicant that if the watercourse being altered or relocated is noted as a water/drainage feature on the City's Future Land Use Map, any change to the watercourse would require a Comprehensive Plan amendment to change the map, subject to agency and local government review including the Departments of Economic Opportunity, Environmental Protection, State, Transportation, Tampa Bay Regional Planning Council and Pinellas County;
4. Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the FIRMs if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations. Such submissions shall be made within six (6) months of such data becoming available;

5. Review required design certifications and documentation of elevations specified by this section and the Florida Building Code to determine that such certifications and documentations are complete; and
6. Notify FEMA when the corporate boundaries of the City are modified.

Sec.98-122.9. Floodplain management records. Regardless of any limitation on the period required for retention of public records, the Building Official shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this section and the flood resistant construction requirements of the Florida Building Code, including FIRMs; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this section; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, in addition to documentation kept by the Zoning Official, including justification for issuance or denial; and records of enforcement actions taken pursuant to this section and the flood resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at the Community Development Department, Building Division, 155 Corey Ave, St Pete Beach, Florida 33706.

Sec. 98-123 PERMITS.

Sec.98-123.1. Permits required. Any applicant who intends to undertake any development activity within the scope of this section, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the Building Official and shall obtain the required permit(s) and approval(s). Permits shall include a condition that all other applicable City, state or federal permits be obtained before commencement of the permitted development. Issuance of a permit by the City does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

Sec.98-123.2. Floodplain development permits or approvals. Floodplain development permits or approvals shall be issued pursuant to this section for any development activities not subject to the requirements of the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the Building Official may determine that a floodplain development permit or approval is required in addition to a building permit.

Sec.98-123.3. Buildings, structures and facilities exempt from the Florida Building Code. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the

Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this section:

1. Railroads and ancillary facilities associated with the railroad.
2. Nonresidential farm buildings on farms, as provided in section 604.50, Florida Statutes.
3. Temporary buildings or sheds used exclusively for construction purposes.
4. Mobile or modular structures used as temporary offices.
5. Those structures or facilities of electric utilities, as defined in section 366.02, Florida Statutes, which are directly involved in the generation, transmission, or distribution of electricity.
6. Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term “chickee” means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
7. Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
8. Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
9. Structures identified in section 553.73(10)(k), Florida Statutes, are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on Flood Insurance Rate Maps.

Sec.98-123.4. Permit Procedures. To obtain a permit or approval the applicant shall first file an application with the Building Official in writing on a form furnished by the City with any required fee prior to the start of development. The information provided shall include, but shall not be limited to, the following:

1. Identify and describe the development to be covered by the permit or approval;
2. Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site;
3. Indicate the use and occupancy for which the proposed development is intended;
4. Be accompanied by a site plan or construction documents as specified in this section;
5. The plans or construction documents must be in duplicate and drawn to scale showing the nature, location, dimensions and elevations of the area in question, existing or proposed structure, fill, storage of materials, drainage facilities and their location;
6. State the valuation of the proposed work;
7. Evidence that the proposed development will fully comply with all the provisions of this section;
8. Base flood elevation data for subdivision proposals and other proposed development

which is greater than 50 lots or five acres, whichever is less;

9. Be signed by the applicant or the applicant's authorized agent;
10. Give such other data and information as required by the Building Official.

Sec.98-123.5. Validity of permit or approval. The issuance of a permit pursuant to this section shall not be construed to be a permit for, or approval of, any violation of this section, the Florida Building Code, or any other ordinance or City Code. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the Building Official from requiring the correction of errors and omissions.

Sec.98-123.6. Issuance of permit. The Building Official shall issue a permit if the application fully complies with the provisions of this section, and shall deny the application and refuse to issue a permit if the application does not fully comply with the provisions of this section.

Sec.98-123.7. Expiration. A permit shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

Sec.98-123.8. Suspension or revocation. The Building Official is authorized to suspend or revoke a permit if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this section or any other City, state or federal ordinance, regulation or requirement.

Sec.98-123.9. Other permits required. Permits shall include a condition that all other applicable City, state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

1. The Southwest Florida Water Management District; section 373.036, Florida Statutes
2. Florida Department of Health for onsite sewage treatment and disposal systems; section 381.0065, Florida Statutes and Chapter 64E-6, F.A.C.
3. Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; section 161.141, Florida Statutes
4. Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; section 161.055, Florida Statutes.
5. Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
6. Federal permits and approvals.

Sec.98-123.10. Certificate of Occupancy. Prior to a Certificate of Occupancy being issued, the following must be submitted and approved by the Building Official:

1. Elevation Certificate.
2. Declaration of Land Restriction (Nonconversion Agreement)
3. Flood proof Certificate, if applicable.
4. V-Zone Certificate, if applicable
5. As-Built survey by a registered Land Surveyor.

Sec. 98-124. SITE PLANS AND CONSTRUCTION DOCUMENTS.

Sec.98-124.1. Information for development in flood hazard areas. The site plan or construction documents for any development subject to the requirements of this section shall be drawn to scale and shall include, as applicable to the proposed development:

1. Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.
2. Where base flood elevations, or floodway data are not included on the FIRM or in the FIS, they shall be established in accordance with Sec. 98-124.2 (2) or (3).
3. Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than 5 acres and the base flood elevations are not included on the FIRM or in the FIS, such elevations shall be established in accordance with 16.40.050.5.2 (1).
4. Location of the proposed activity and proposed structures, and locations of existing buildings and structures.
5. Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
6. Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
7. Existing and proposed alignment of any proposed alteration of a watercourse.

The Building Official is authorized to waive the submission of site plans, construction documents, and other data that are required by this section but that are not required to be prepared by a licensed professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this section.

Sec.98-124.2. Information in flood hazard areas without base flood elevations (approximate Zone A). Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the Building Official shall:

1. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.

2. Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.
3. Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the Floodplain Administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:
 - a. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or
 - b. Specify that the base flood elevation is two (2) feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two (2) feet.
4. Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

Sec.98-124.3. Additional analyses and certifications. As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed professional engineer for submission with the site plan and construction documents:

1. For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in Sec 98-124.4 and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.
2. For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the FIS or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.
3. For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in Sec 98-124.4.

Sec.98-124.4. Submission of additional data. When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed professional engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

Sec. 98-125. INSPECTIONS.

Sec.98-125.1. General. Development for which a permit is required shall be subject to inspection.

Sec.98-125.2. Development other than buildings and structures. The Building Official shall inspect all development to determine compliance with the requirements of this section and the conditions of issued permits.

Sec.98-125.3. Buildings, structures and facilities exempt from the Florida Building Code. The Building Official shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this section and the conditions of issued permits.

Sec.98-125.4. Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection. Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the Building Official:

1. If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or
2. If the elevation used to determine the required elevation of the lowest floor was determined in accordance with Sec. 98-124.2 (3)(b), the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.

Sec.98-125.5. Buildings, structures and facilities exempt from the Florida Building Code, final inspection. As part of the final inspection, the owner or owner's authorized agent shall submit to the Building Official a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in Sec. 98-125.4.

Sec.98-126. APPEALS AND VARIANCES.

Sec.98-126.1. General. The Historic Preservation Board (hereinafter referred to as the "Board")

shall hear and decide on requests for variances from the strict application of this section for historic structures as designated by Division 28, Land Development Code. The City Commission shall hear and decide on request for variances on the strict application of this section on functional dependent use. . Pursuant to section 553.73(5), Florida Statutes, the Board shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the Florida Building Code. Pursuant to section 553.73(5), Florida Statutes, the Board shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the Florida Building Code.

Sec.98-126.2. Appeals. Any person aggrieved by the decision of the Board or City Commission may appeal such decision to the Circuit Court, as provided by Florida Statutes. The Building Official shall maintain the records of all appeals, both granted and denied and report any variances to FEMA as requested.

Sec.98-126.3. Limitations on authority to grant variances. Both the City Commission and/or Board may authorize variances from the provisions of this section after receipt of an application which provides all relevant information required by the Building Official. Both the City Commission and/or Board shall base its decisions on variances on technical justifications, the considerations for issuance in Sec.98-126.7, and the conditions of issuance, all of which are contained in Sec.98-126.8., and the comments and recommendations of the Building Official, including those based upon the Florida Building Code. Both the City Commission and Board have the right to attach such conditions as it deems necessary to further the purposes and objectives of this section.

Sec.98-126.4. Restrictions in floodways. A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in Section 98-124.3.

Sec.98-126.5. Historic buildings. A variance is authorized to be issued for the repair, improvement, reconstruction, restoration or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Buildings, upon a determination that the proposed repair, improvement, reconstruction, restoration or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, reconstruction, restoration and rehabilitation shall be subject to the requirements of the Florida Building Code. Historic properties may be required to obtain a certificate of appropriateness pursuant to the City Code.

Sec.98-126.6. Functionally dependent uses. A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this section, provided the variance meets the requirements of Sec. 98-126.7 and Sec. 98-126.8., is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of

the base flood.

Sec.98-126.7. Considerations for issuance of variances. In reviewing requests for variances, the Board or City Commission shall consider all technical evaluations, all other applicable provisions of the Florida Building Code, this section, and the following:

1. The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
2. The danger to life and property due to flooding or erosion damage;
3. The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future individual owners;
4. The importance of the services provided by the proposed development to the community;
5. The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion for the proposed use;
6. The compatibility of the proposed use with existing and anticipated development;
7. The relationship of the proposed use to the Comprehensive Plan, the FIS for the area and this section;
8. The safety of access to the property in times of flooding for ordinary and emergency vehicles;
9. The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
10. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges;
11. The necessity to the development of a waterfront location; and
12. Economic hardship and self-created hardship are not relevant factors and shall not be considered as reasons to grant a variance.

Sec.98-126.8. Conditions for issuance of variances. After consideration of the factors listed above and the purposes of this section variances shall be granted by the Board or Commission only upon:

1. Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this section or the required elevation standards;
2. Determination by the Commission that:
 - a. Failure to grant the variance would result in exceptional hardship, based on the considerations set forth for issuance of a variance, due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship; and
 - b. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause

- fraud on or victimization of the public or conflict with existing laws and ordinances; and
 - c. The variance is the minimum necessary, considering the flood hazard, to afford relief; and
 - d. The variance receives the affirmative vote of at least a majority of the Commission.
 - e. No variance shall be granted for development which was constructed without a permit, or beyond the scope of a permit, unless it meets the considerations set forth for the issuance of a variance and receives the affirmative vote of a super-majority of the Commission.
3. No variance, if granted, shall be effective until a copy of the variance with the name of the owner and the legal description of the property is recorded in the Office of the Clerk of the Court so that it appears in the chain of title of the affected parcel of land; and
 4. If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Building Official to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation and stating that construction below the base flood elevation increases risks to life and property. The application shall provide notice to, and each application shall acknowledge that, the granting of a variance will result in increased premium rates for flood insurance (in some cases amounts as high as \$25 for \$100 of insurance coverage or increases of 100% or greater) and construction pursuant to the variance increases risks to life and property.

Sec.98-127. VIOLATIONS.

Sec.98-127.1. Violations. Any development that is not within the scope of the Florida Building Code but that is regulated by this section that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this section, shall be deemed a violation of this section. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this section or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.

Sec.98-127.1.2. Declaration of violation.

1. Where a violation of this section has been found to exist by:
 - a. A court of competent jurisdiction;
 - b. The Special Master
 - c. The written admission of a property owner; or
 - d. The City Commission

The violation has not been corrected, the City Commission may declare the property to be in violation of this section and forward the declaration to FEMA. The issuance of the declaration may cause the property to be denied flood insurance and no permits will be issued for any improvements to the property except permits for the maintenance of structures existing at the time the declaration is made and permits for the removal of violations of this section.

2. The declaration shall be approved by resolution of the City Commission and should meet the requirements of section 1316 of the National Flood Insurance Act of 1968 as implemented by part 73 of 44 CFR and any other applicable law. The declaration shall be recorded in the public records. The owner/occupant shall be required to obtain a new certificate of occupancy stating the existence of a compliant structure from the Building Official to ensure compliance. The declaration may be rescinded by resolution of the City Commission, provided that the resolution meets the requirements of section 1316 of the National Flood Insurance Act.
3. Structures existing on the property at the time a declaration is approved by City Commission shall not be, in addition, cited for violating the requirements of this section. Violations of the City Code, not including violations of this section, which exist on the date of the declaration, may be cited.
4. Any violation existing on the date of the declaration for which no building permit was issued which does not meet the requirements of the Florida Building Code (except the provisions of this section) shall be removed. Any violation which is required to obtain a building permit to correct shall be removed (except the provisions of this section).
5. The Building Official may require such documents and certificates and perform such inspections as are reasonably necessary prior to issuing a certificate of occupancy.
6. Any work done after the date of the declaration is a violation of this section, may be cited for violating this section, and shall be removed. No variances to this subsection shall be granted.

Sec.98-127.1.3. Authority. For development that is not within the scope of the Florida Building Code but that is regulated by this section and that is determined to be a violation, the Building Official is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

Sec.98-127.1.4. Unlawful continuance. Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

Sec.98-128. DEFINITIONS.

Sec.98-128.1. Scope. Unless otherwise expressly stated, the following words and terms shall have the meanings shown in this section.

Sec.98-128.2. Terms defined in the Florida Building Code. Where terms are not defined in this section or the City Code and are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in the Florida Building Code.

Sec.98-128.3. Terms not defined. Where terms are not defined in this section, the City Code, or the Florida Building Code, such terms shall have the ordinarily accepted meanings such as the context implies.

Sec.98-128.4. Definitions.

Alteration of a watercourse means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

ASCE 24 means a standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood means a flood having a 1-percent chance of being equaled or exceeded in any given year. The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

Base flood elevation means the elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the FIRM.

Basement means the portion of a building having its floor subgrade (below ground level) on all sides.

Building means any structure consisting of walls and a roof, built of permanent construction that is impervious to the elements, and built for the support, shelter or enclosure of persons, animals, chattels or property of any kind.

Coastal construction control line means the line established by the State of Florida pursuant to section 161.053, Florida Statutes, and recorded in the official records of the community, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

Coastal high hazard area means a special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on Flood Insurance Rate Maps (FIRM) as Zone V1-V30, VE, or V.

Cost of improvement or repair means an itemized estimate provided by a licensed contractor or professional architect or engineer that incorporates both labor and materials and includes a copy of the construction contract; or, as an alternative, an estimated cost determined by the Building Official using current prices provided by Marshall and Swift, ICC valuation tables or other recognized estimating tools.

Declaration of Land Restriction (Nonconversion Agreement). A form signed by the owner and recorded on the property deed in Official Records of the Clerk of Courts, to agree not to convert or modify in any manner that is inconsistent with the terms of the building permit and these regulations, certain enclosures below elevated buildings.

Design flood means the flood associated with the greater of the following two areas:

1. Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or
2. Area designated as a flood hazard area on the City's flood hazard map, or otherwise legally designated.

Design flood elevation means the elevation of the "design flood," including wave height, relative to the datum specified on the City's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two (2) feet.

Development means any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment means the placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and **existing structure** means any buildings and structures for which the "start of construction" commenced before May 22, 1970.

Federal Emergency Management Agency (FEMA) means the federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Fill means any material (usually soil, dirt, sand or similar nonbiodegradable material) used to elevate the grade of property to a level higher than the grade of the property as it existed prior to the start of construction.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land from:

1. The overflow of inland or tidal waters.

2. The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials means any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair.

Flood hazard area means the greater of the following two areas:

1. The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.
2. The area designated as a flood hazard area on the City's flood hazard map, or otherwise legally designated.

Flood Insurance Rate Map (FIRM) means the official map of the City on which FEMA has delineated both special flood hazard areas and the risk premium zones applicable to the City.

Flood Insurance Study (FIS) means the official report provided by FEMA that contains the FIRM, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data.

Floodplain development permit or approval means an official document or certificate issued by the City, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this section.

Floodway or regulatory floodway means the channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

Floodway encroachment analysis means an engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a Florida licensed professional engineer using standard engineering methods and models.

Florida Building Code means the family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Functionally dependent facility (use) means a facility (use) which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure means any structure that is:

- (1) Determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 11 Historic Buildings;
- (2) Listed individually on the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (3) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (4) Individually listed on the state inventory of historic places as long as the state historic preservation program is approved by the Secretary of the Interior; or
- (5) Individually listed as a local landmark pursuant to the City's historic preservation program as long as the City's historic preservation program is certified by the state as a certified local government program, and the state historic preservation program is approved by the Secretary of the Interior.

Letter of Map Change (LOMC) means an official determination issued by FEMA that amends or revises an effective FIRM or FIS. Letters of Map Change include:

Letter of Map Amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective FIRM and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with this section. .

Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum National Flood Insurance Program requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective FIRM or FIS; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

1. Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
2. Designed primarily for transportation of persons and has a capacity of more than 12 persons; or

3. Available with special features enabling off-street or off-highway operation and use.

Lowest floor means the lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, usable solely for vehicle parking, building access or limited storage in an area other than a basement, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the on-elevation requirements of the Florida Building Code or ASCE 24.

Mangrove stand means an assemblage of trees which are mostly low trees noted for a copious development of interlacing adventitious roots above the ground and which contain one or more of the following species: black mangrove (*Avicennia germinans*); red mangrove (*Rhizophora mangle*); white mangrove (*Languncularia racemosa*); and, buttonwood (*Conocarpus erecta*).

Market value means the price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this ordinance, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, Actual Cash Value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.

Mean sea level means the mean sea level set forth in the National Geodetic Vertical Datum (NGVD) of 1929 or the North American Vertical Datum of 1988.

National Geodetic Vertical Datum (NGVD) means the vertical control used as a reference for establishing varying elevations within the floodplain.

New construction means for the purposes of administration of this section and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after July 25, 1972 and includes any subsequent improvements to such structures.

Nonconversion Agreement. A form signed by the owner to agree not to convert or modify in any manner that is inconsistent with the terms of the building permit and these regulations, certain enclosures below elevated buildings.

Project means any work done for which a permit is required during the time period from when the work begins until the permit is closed and shall include all work and permits necessary to make a structure safe to be occupied. A permit may be closed by issuance of a certificate of occupancy or an approved final inspection.

Special flood hazard area means an area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V.

Standard single exterior door means a movable barrier used to seal or close-off entry to a building which is constructed of wood, metal or glass, not more than thirty-six (36) inches wide and that swings on hinges.

Standard double exterior door means a movable barrier used to seal or close-off entry to a building which is constructed of wood, metal or glass, not more than seventy-six (76) inches wide and that swings on hinges.

Start of construction means the date the building permit was issued, for either new construction or substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement occurred within 180 days of the date of the permit was issued. The actual start of construction means either the first placement of permanent construction of a building on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Substantial damage means damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would be equal to or exceed 50 percent of the market value of the building or structure before the damage occurred.

Substantial improvement means any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
2. Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

For the purpose of this definition, costs of improvements shall not be cumulative from project to project. Costs of improvements shall include all costs attributed to a project and shall be determined:

3. By submission of a detailed cost estimate by a licensed contractor, provided such estimate includes all work required to complete the work described in the permit application;
4. By submission of a summation of the prevailing market cost for all materials and labor including all expenses normally charged or incurred if the work were performed by a

contractor (e.g., construction supervision and management, insurance, overhead and profit, demolition, etc.); or

5. By the Building Official if the applicant's submission and supporting data do not, in the opinion of the Building Official, reasonably reflect the actual project cost; alternatively, the Building Official may require submission of another estimate. If determined by the Building Official, the Building Official may use (a) the most recent (at the start of construction) square foot valuation data for this area published by the International Code Council; or (b) the replacement cost less depreciation (at the start of construction) identified in a certified appraisal less than 12 months old.

Variance means a grant of relief from the requirements of this section, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this section or the Florida Building Code.

Watercourse means a river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

Sec.98-129. BUILDINGS AND STRUCTURES.

Sec.98-129.1. Design and construction of buildings, structures and facilities exempt from the Florida Building Code. Pursuant to Sec.98-125.4., buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of Sec.98-133.

Sec.98-129.2 Buildings and structures seaward of the coastal construction control line. If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:

1. Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the Florida Building Code, Building Section 3109 or Section 1612, or Florida Building Code, Residential Section R322, as applicable.
2. Minor structures and non-habitable major structures as defined in section 161.54, Florida Statutes, shall be designed and constructed to comply with the intent and applicable provisions of this section and ASCE 24.

Sec.98-130. SUBDIVISIONS.

Sec.98-130.1. Minimum requirements. Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

1. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
2. All public utilities and facilities such as sewer, gas, electric, communications, and water

systems are located and constructed to minimize or eliminate flood damage;

3. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures; and

Sec.98-130.2. Subdivision plats. Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

1. Compliance with the site improvement and utilities requirements of Sec.98-131.

Sec.98-131. SITE IMPROVEMENTS, UTILITIES AND LIMITATIONS.

Sec.98-131.1. Minimum requirements. All proposed new development shall be reviewed to determine that:

1. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
2. In coastal high hazard areas (Zone V), buildings and structures are located a minimum of ten (10) feet landward of the reach of mean high tide;
3. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
4. Adequate drainage is provided to reduce exposure to flood hazards.

Sec.98-131.1.1. Use of structural and nonstructural fill in flood hazard areas (Zones AE) In flood hazard areas other than coastal high hazard areas (Zone V), the use of fill is prohibited except for stem wall construction. Minor amounts of fill shall be allowed to:

1. Provide adequate lot grading for drainage;
2. The use of fill shall not create any additional storm water runoff onto abutting property.
3. Proper swales along all abutting properties;
4. Landscaping, sidewalks and driveways;
5. If proper swales are not sufficient or not desired, then a concrete wall at least 8 inches high shall be provided; and
6. All roofs adjacent to abutting properties shall have gutters with all roof surface water directed away from abutting properties.

Exception:

The following zoning districts are exempt;

CC-1 Commercial District, CC-2 Commercial District, TC-1 Town Center Core District, TC-2 Town Center Core Circle and Coquina West Districts, Traditional Hotel District THD, CC1 Commercial Corridor Blind Pass Road District, CC2 Commercial Corridor

Gulf Blvd. District, (LR) Large Resort, AC Activity Center District, PAG Pass-A-Grille Overlay District and B/HC Boutique Hotel/Condo District.

Sec.98-131.1.2. Use of nonstructural fills in coastal high hazard areas (Zone V). In coastal high hazard areas (Zone V), limited noncompacted fill may be used around the perimeter of a building for landscaping/aesthetic purposes provided the fill will wash out from storm surge (thereby rendering the building free of obstructions) prior to generating excessive loading forces, ramping effects or wave deflection. The Building Official shall approve design plans for landscaping/aesthetic fill only after the applicant has provided an analysis by an engineer, architect and/or soil scientist, along with the any supporting data required by the Building Official, which demonstrates that the following factors have been fully considered:

1. Particle composition of fill material does not have a tendency for excessive material compaction.
2. Volume and distribution of fill will not cause wave deflection to adjacent properties;
3. Slope of fill will not cause wave run up or ramping; and
4. The use of fill shall not create any additional storm water runoff onto abutting property.

Sec.98-131.2. Sanitary sewage facilities. All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

Sec.98-131.3. Water supply facilities. All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

Sec.98-131.4. Limitations on sites in regulatory floodways. No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in Sec. 98-124.3(1) demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.

Sec.98-131.5 Limitations on placement of fill. Subject to the limitations of this section, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour.

Sec.98-131.6. Limitations on sites in coastal high hazard areas (Zone V). In coastal high hazard areas, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the Florida Department of Environmental Protection and only if the engineering analysis required by Sec. 98-124 demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with Sec. 98-133 (3).

Sec.98-132. TANKS.

Sec.98-132.1. Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

Sec.98-132.2. Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of Sec. 98-132.3. shall:

1. Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.
2. Not be permitted in coastal high hazard areas (Zone V).

Sec.98-132.3. Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

Sec.98-132.4. Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:

1. At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
2. Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

Sec.98-133. OTHER DEVELOPMENT.

Sec.98.133.1. General requirements for other development. All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in Section 16.40.050. or the Florida Building Code, shall:

1. Be located and constructed to minimize flood damage;
2. Meet the requirements of Sec. 98-141.4 if located in a regulated floodway;

3. Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
4. Be constructed of flood damage-resistant materials; and
5. Have mechanical, plumbing, and electrical systems above the design flood elevation, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of Florida Building Code for wet locations.

Sec.98.133.2. Fences in regulated floodways. Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Sec. 98-131.4.

Sec.98.133.3. Retaining walls, sidewalks and driveways in regulated floodways. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the requirements of Sec. 98-131.4.

Sec.98.133.4. Roads and watercourse crossings in regulated floodways. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Sec. 98-131.4. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of Sec. 98-143.3.

Sec.98.133.5. Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V). In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:

1. Structurally independent of the foundation system of the building or structure;
2. Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and
3. Have a maximum slab thickness of not more than four (4) inches.

Sec.98.133.6. Decks and patios in coastal high hazard areas (Zone V). In addition to the requirements of the Florida Building Code, in coastal high hazard areas decks and patios shall be located, designed, and constructed in compliance with the following:

1. A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.
2. A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be

designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.

3. A deck or patio that has a vertical thickness of more than twelve (12) inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave run-up and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.
4. A deck or patio that has a vertical thickness of twelve (12) inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave run-up and wave reflection.

Sec.98.133.7. Other development in coastal high hazard areas (Zone V). In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave run-up and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:

1. Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;
2. Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and
3. On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.

Sec.98.133.8. Nonstructural fill in coastal high hazard areas (Zone V). In coastal high hazard areas:

1. Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.
2. Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave run-up and wave reflection that would increase damage to adjacent buildings and structures.
3. Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave run-up and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest

horizontal structural member of the building.

SECTION 2. The *Florida Building Code, Residential* is hereby amended by the following technical amendments.

Modify Sec. R322.2.1 as follows:

R322.2.1 Elevation requirements.

1. Buildings and structures in flood hazard areas not designated as Coastal V Zones shall have the lowest floors elevated to or above the base flood elevation plus $\pm$ 1 foot or the design flood elevation, whichever is higher.

Exception:

The following zoning districts are exempt from the $\pm$ 1 foot and must follow base flood elevation;

CC-1 Commercial District, CC-2 Commercial District, TC-1 Town Center Core District, TC-2 Town Center Corey Circle and Coquina West Districts, Traditional Hotel District THD, CC1 Commercial Corridor Blind Pass Road District, CC2 Commercial Corridor Gulf Blvd. District, (LR) Large Resort, AC Activity Center District, PAG Pass-A-Grille Overlay District and B/HC Boutique Hotel/Condo District.

2. When an existing building or structure permitted under this section complies with the FIRM at the time of issuance of a permit for new construction/addition, neither the existing building nor the new construction/addition, is required to comply with the additional building height footage required to be added to the base flood elevation by this section.

Remainder unchanged

Modify Sec. R322.3.2 as follows:

R322.3.2 Elevation requirements.

1. All buildings and structures erected within the coastal high hazard areas shall be elevated so that the lowest portion of all structural members supporting the lowest floor with the exception of mat or raft foundations, piling, pile, cap, columns, grade beams and bracing, is elevated to or above the base flood elevation plus $\pm$ 1 foot or the design flood elevation, whichever is higher

Exception:

The following zoning districts are exempt from the 2 1 feet and must follow base flood elevation;

CC-1 Commercial District, CC-2 Commercial District, TC-1 Town Center Core District, TC-2 Town Center Corey Circle and Coquina West Districts, Traditional Hotel District THD, CC1 Commercial Corridor Blind Pass Road District, CC2 Commercial Corridor Gulf Blvd. District, (LR) Large Resort, AC Activity Center District, PAG Pass-A-Grille Overlay District and B/HC Boutique Hotel/Condo District.

2. When an existing building or structure permitted under this section complies with the FIRM at the time of issuance of a permit for new construction/addition, neither the existing building height footage required to be added to the base flood elevation by this section.

Remainder unchanged

R322.3.4 Walls below design flood elevation. Walls are permitted below the elevated floor, provided that such walls are not part of the structural support of the building or structure and:

1. Electrical, mechanical, and plumbing system components are not to be mounted on or penetrate through walls that are designed to break away under flood loads; and
 2. Are constructed with insect screening or open lattice; or
 3. Are designed to break away or collapse without causing collapse, displacement or other structural damage to the elevated portion of the building or supporting foundation system. Such walls, framing and connections shall have a design safe loading resistance of not less than 10 (470 Pa) and no more than 20 pounds per square foot (958 Pa); or
 4. Where wind loading values of this code exceed 20 pounds per square foot (958 Pa), the construction documents shall include documentation prepared and sealed by a registered design professional that:
 - 4.1. The walls ~~and partitions~~ below the design flood elevation have been designed to collapse from a water load less than that which would occur during the design flood.
 - 4.2. The elevated portion of the building and supporting foundation system have been designed to withstand the effects of wind and flood loads acting simultaneously on all building components (structural and nonstructural). Water loading values used shall be those associated with the design flood. Wind loading values used shall be those required by this code.
1. **R322.3.5 Enclosed areas below the design flood elevation.** Enclosed areas below the design flood elevation shall be used solely for parking of vehicles, building access or storage. The interior portion of such enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators. The limitation on

partitions does not apply to crawlspace foundations. Storage shall be limited to items which otherwise would be stored outside a building or items normally used outside (e.g., grill, lawn mower, folding chairs, etc.). Access to enclosed areas shall be the minimum necessary to allow for permitted uses and limited to garage door and standard single exterior doors and one double entry door. No sliders are permitted. All utilities such as electrical, heating, plumbing, and air conditioning equipment and other services facilities (including ductwork) must be elevated or waterproof to the base flood elevation plus freeboard.

Words that are struck through shall be deleted from the existing Florida Building Code and City Code and language which is underlined shall be added to the existing Florida Building Code and City Code with a single underline to show changes from the Florida Building Code language. Provisions not specifically amended shall continue in full force and effect.

SECTION 3. SEVERABILITY. In the event that any portion or section of this Ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Ordinance which shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption by the City Commission of the City of St. Pete Beach, Florida.

PASSED AND DULY ADOPTED, with a quorum present and voting, this ____ day of ____ 2015.

FIRST READING: _____
PUBLISHED: _____
SECOND READING: _____
PUBLIC HEARING: _____

CITY OF ST. PETE BEACH,
FLORIDA, BY AND THROUGH
THE CITY COMMISSION OF THE
CITY OF ST. PETE BEACH

By: _____
Marie Lowe, Mayor