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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, September 20, 2016
6:00 PM

Call to Order
Pledge of Allegiance
Invocation
Roll Call

REGULAR MEETING

1. **Presentations** - Presentations shall be limited to 5 minutes for non-city government related items.
 - a. **Presentation by Cookie Kennedy, Metropolitan Planning Organization**
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 2016-17, final reading and public hearing, an ordinance of the City of St. Pete Beach, Florida adopting a final millage rate for the fiscal year ending September 30, 2017, providing for funding and providing for an effective date.**

- b. Ordinance 2016-18, final reading and public hearing, an ordinance of the City of St. Pete Beach, Florida adopting a budget for the fiscal year ending September 30, 2017, providing appropriations; providing for an effective date.**
- c. Ordinance 2016-16, final reading and public hearing, an ordinance of the City of St. Pete Beach, Florida providing for an amendment of Appendix A - fee schedule of the code of ordinances implementing an 8.25% 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.**

5. Consent

- a. Authorization to approve special event application and street closure for Gulf Beaches Elementary Fall Festival. Closures would be 85th between Blind Pass Rd and Boca Ciega Dr. Closures would be in effect on Saturday, October 8 from 12-9 pm.**
- b. Authorize the City Manager to enter into a purchase agreement with Miller Recreation and Design, Inc. in the amount of \$20,992.00 for the purchase and installation of replacement equipment at the Vina del Mar playground.**

6. Action Items

- a. Class Action Lawsuit with Halliburton and Transocean**
- b. Approval of a Memorandum of Agreement to accept Article 24, Pay Plan of the Communication Workers' of America CBA for FY17 and FY18**
- c. Authorize the City Manager to enter into a purchase agreement with Tadorelli Construction, Inc. (TBI) for \$78,510.41 for Upham Beach Deck Repairs.**
- d. Authorize the City Manager to sign an Addendum to the Individual Project Order (IPO) with Kimley-Horn and Associates, Inc. (approved on February 24, 2015) in the amount of \$53,900 to perform additional engineering and consulting services associated with the ongoing citywide wastewater Inflow & Infiltration (I&I) Study.**
- e. Conditional Use 2016-0031, authorization for a tiki hut on the west side sand beach of the Tradewinds Island Grande, 5600 Gulf Boulevard.**

- f. Conditional Use 2016-0032, authorization for a tiki hut on the west side sand beach of the Tradewinds Island Grande, 5600 Gulf Boulevard.**
- g. Conditional Use 2016-0033, authorization for a tiki hut on the west side sand beach of the Tradewinds Island Grande, 5600 Gulf Boulevard.**
- h. Conditional Use 2016-0034, authorization for a tiki hut on the west side sand beach of the Tradewinds Island Grande, 5600 Gulf Boulevard.**
- i. Conditional Use 2016-0035, authorization for a tiki hut on the west side sand beach of the Tradewinds Island Grande, 5600 Gulf Boulevard.**

7. Ordinances

- a. Ordinance 2016-15, First Reading and Public Hearing amending the Land Development Code regarding accessory structures for commercial uses. (Beach Concession Huts)**

8. Resolutions

- a. Resolution 2016-07: A resolution for the City of St Pete Beach relating to the permitting and regulation of weddings held on city beach areas; providing for specific rules and regulation; and providing for an application procedure.**
- b. Resolution 2016-15: A resolution of the City of St. Pete Beach relating to the present status of the City's Sanitary Sewer system; establishing temporary sanitary sewer policies.**

9. Items for Discussion – No items submitted at this time.

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 2016-17 setting the millage Rate for Fiscal Year 2017

Date: September 20, 2016

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 .2084 higher than the rolled-back rate. The proposed millage rate will generate approximately \$7,762,445 in ad valorem taxes which is \$538,251 higher than the previous year's tax revenue. The proposed millage rate requires a super majority vote of the City Commission.

The above millage rate will fund the proposed expenditures for fiscal year 2017. The millage is 7.08% higher than the rolled-back of 2.9416 and will result in an overall increase of tax revenue to the City.

Requested Motion: "I move that Ordinance No. 2016-17 (please read ordinance in its entirety) be approved on final reading."

Attachment: Ordinance 2016-17

**Reviewed by
City Manager:** WS

ORDINANCE NO. 2016-17

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA; ADOPTING A FINAL MILLAGE RATE FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017: 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, 2017 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 \$7,762,445 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 2017 operating millage rate of 3.1500 mills is higher than the rolled-back rate of 2.9416 mills by 7.08%.

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 2016-2017.

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

Deborah Schechner, 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 _____, 2016.

Rebecca Haynes, City Clerk

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

Issue Considered: Final Reading – Ordinance 2016-18 Budget Ordinance for FY 2017

Date: September 20, 2016

Prepared By: Elaine Edmunds, Administrative Services Director

Summary of Issue: The FY 2016/17 Budget total for all funds is \$53,237,097. 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 \$16,768,231 to \$19,256,677 or approximately 15.84%. This figure includes a transfer to the Capital Projects Fund of \$2,564,000. The operating millage rate of 3.1500 mills is equal to the current year's millage rate and .2084 higher than the rolled-back rate. Therefore there is an increase in property tax revenue of approximately \$538,251.

The purchase of a fire boat was eliminated at the first budget hearing. This resulted in a \$100,000 reduction in intergovernmental revenue and a \$200,000 reduction in fire department capital outlay. A transfer to the stormwater fund in the amount of \$100,000 was added to fund an increase in capital expenditures.

Wastewater Fund The budget includes an 8.25% rate increase in FY 2017 which will generate approximately \$457,951 in additional revenue.

Reclaimed Water The budget does not include a rate increase in FY 2017.

Stormwater Fund Revenue for this fund comes from two separate non-ad valorem assessments on all properties in the City. The budget reflects a 3% increase in the tier one assessment. This assessment is a flat amount on all properties. The assessment will increase from \$55.49 annually to \$57.15 annually. The tier two assessment reflects a 35% increase. This assessment varies based on the amount of impervious surface area a property has. The residential amount will increase from \$58.86 annually to \$79.46 annually. The increase in tier one and two assessments is projected to generate additional revenue of \$12,464 and \$152,961 respectively.

As a result of the first budget hearing, stormwater fund capital expenditures were increased from \$75,000 to \$175,000 funded by an intergovernmental transfer from the general fund of \$100,000.

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 2017 is \$18,365,780.

Requested Motion: "I move that Ordinance No. 2016-18, an ordinance of the City of St. Pete Beach, Pinellas County, Florida; adopting a budget for the fiscal year beginning October 1, 2016 and ending September 30, 2017; providing appropriations; and providing an effective date be approved on final reading."

Attachment: Ordinance No 2016-18

**Reviewed by
City Manager:** WS

ORDINANCE NO. 2016-18

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA; ADOPTING A BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017; 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, 2016 and ending September 30, 2017, 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, 2017:

General Fund	\$19,256,677
Wastewater Fund	\$ 9,360,307
Reclaimed Water	\$ 1,135,911
Stormwater Fund	\$ 5,118,422
Capital Improvement	\$18,365,780

Section 2. That for the period of October 1, 2016 through September 30, 2017 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.

Deborah Schechner, 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 _____, 2016.

Rebecca Haynes, City Clerk

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

Issue Considered: Ordinance 2016-16, Final Reading and Public Hearing, providing for wastewater fee adjustments in Fiscal Year 2017

Date: September 20, 2016

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. Last 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 an 8.25% rate increase is necessary in Fiscal Year 2017 to provide adequate funding and reserves.

Requested Motion: “I move to approve Ordinance 2016-16(read title)”

Attachments: Ordinance 2016-16
Dashboard

Reviewed by:
City Manger: WS

ORDINANCE 2016-16

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AN AMENDMENT OF APPENDIX A – FEE SCHEDULE OF THE CODE OF ORDINANCES IMPLEMENTING AN 8.25% 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 9.75% on October 1, 2015; 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 8.25% 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: ~~\$28.94~~ \$31.33 for the first 3,000 gallons, or fraction thereof, of potable water used per residential unit.

Residential excess rate: ~~\$9.55~~ \$10.34 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: ~~\$28.94~~ \$31.33 for the first 3,000 gallons, or fraction thereof, of potable water used by the customer.

Commercial excess rate: ~~\$9.55~~ \$10.34 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, 2016.

Deborah Schechner, 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 _____, 2016.

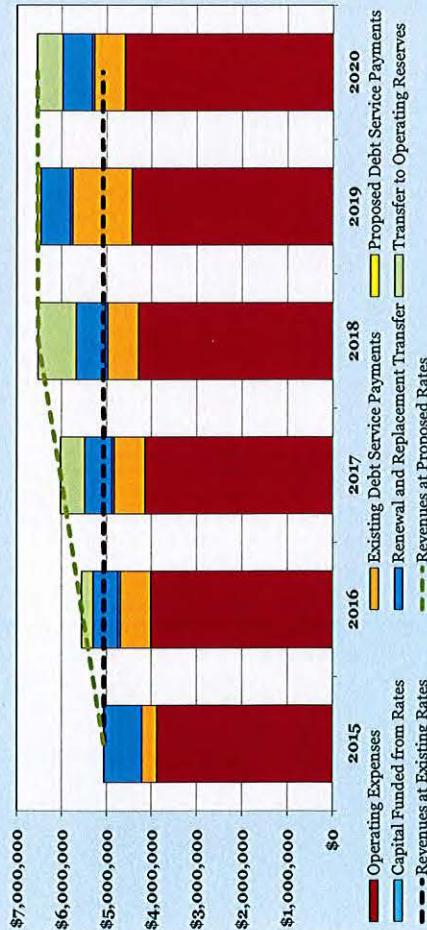
Rebecca Haynes, City Clerk

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

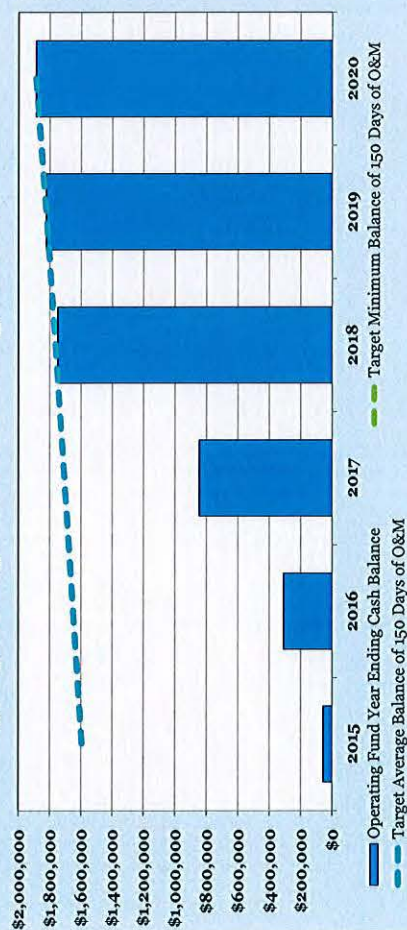
Performance Dashboards & Financial Metrics

Proposed Rate Revenue Adjustments:	Fiscal Year Ending September 30th.					
	2015	2016	2017	2018	2019	2020
Wastewater System Rate Adjustment [1]	0.00%	9.75%	8.25%	8.25%	0.00%	0.00%
Effective Month of Increase	Oct.	Oct.	Oct.	Oct.	Oct.	Oct.
Percentage of Year Effective	100%	100%	100%	100%	100%	100%
Cumulative Effective Increase	0.00%	9.75%	18.80%	28.61%	28.61%	28.61%
Average Residential Bill @ 6,000 Gallons	\$52.47	\$57.59	\$62.34	\$67.48	\$67.48	\$67.48
Annual Revenue Surplus/Deficiency	\$0	\$0	\$0	\$0	\$0	\$0
[1] Adjustments assumed to be applied uniformly (or across the board) to all existing wastewater rates for service.						

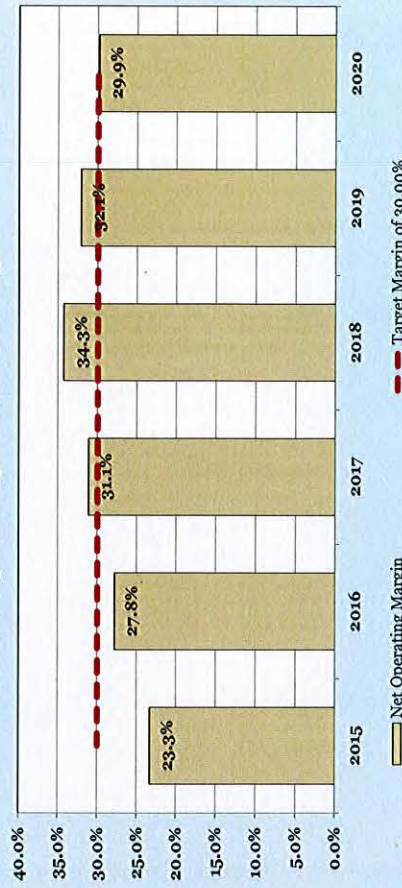
1) Projected Wastewater Revenue Requirements



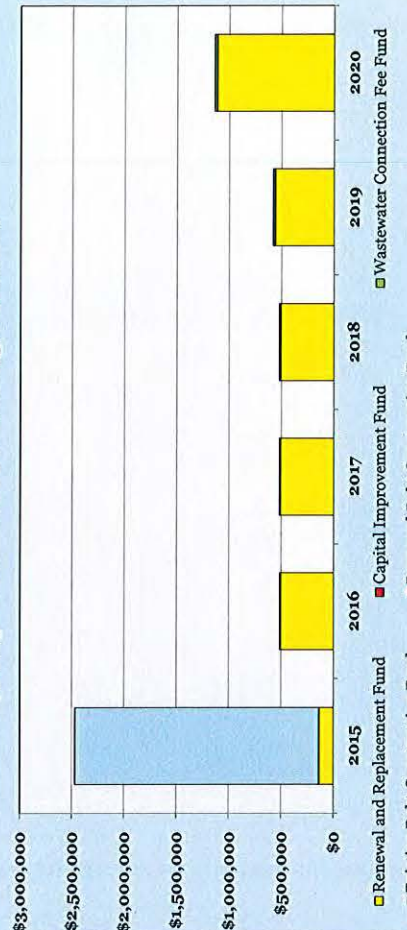
3) Operating Reserves Ending Balances



2) Net Operating Revenue Margin



4) Capital Reserves Ending Balances



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

Issue Considered: Authorization to approve special event application and street closure for Gulf Beaches Elementary Fall Festival. Closures would be 85th between Blind Pass Rd and Boca Ciega Dr. Closures would be in effect on Saturday, October 8 from 12-9 pm.

Date: September 20, 2016

Prepared By: Jennifer McMahon, Recreation Director

Summary of Issue: Gulf Beaches Elementary Fall Festival and Carnival is an event held as a fundraiser for the school. This year a request is made to close 85th Ave between Blind Pass Road and Boca Ciega Dr from 12-9pm. A variety of activities are planned for the event on Gulf Beaches Elementary school site.

Funding: N/A

Requested Motion: "I move to authorize the approval of Gulf Beaches Elementary Fall Festival event application and street closures for October 18, 2016"

Attachments: Event application and street map

**Reviewed by
City Manager** WS



City of St. Pete Beach Recreation
Department

Event Application

Applicant

Name of Applicant: Gulf Beaches Elementary Title (if applicable): School Fall Festival Fundraising event
Name of Organization (if applicable): Gulf Beaches Elementary PTA
Tax Exempt? ☐ Yes ☐ No Non-Profit? ☐ Yes ☐ NO If yes on either, please provide documentation
Mailing Address: 8600 Boca Ciega Drive, St. Pete Beach, FL
Cell Phone: 727-458-9512 Email: Fallfestivalgbem@gmail.com

Event Information

Event Title: Fall Festival Event/Organization Web Address: pcsb.org
Event Location(s): 8600 Boca Ciega Drive, St. Pete Beach

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>10/8/16</u>	<u>Saturday</u>	<u>4pm - 7pm</u> (will want to start set up by noon)	<u>7:00 pm</u>

Set Up Date(s): 10/8 Time(s) 12:00 to 4:00
Cleanup Date(s): 10/8 Time(s) 7:00 to 9:00

Description of Event: Fall Festival / Carnival - bounce houses, carnival games, food, face painting, live music

Will this be an Annual Event? ☒ Yes ☐ No If yes, next year's date(s): not determined yet

Event Logistics

Estimated Attendance up to approx 1,000 This Year approx 1,000 Last Year (if Applicable)
(includes event crew, participants, and spectators)

List all event activities: Arts & Crafts, bounce houses, grilling fish and chicken, carnival games, live music

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

Food being donated by - The Hurricane, McDonalds, Chr. Lil. A, Ducci BBQ, walmart

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

List all other vendors (may need to provide copy of certificate of insurance) Fun Servers
Inflatable and Carnival games

Event Equipment (include dimensions, seating, staging, tents, platforms, booths, scaffolding, truck, etc. on site map) 20x20 tent, tables, chairs, picnic tables

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

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) blues/rock band
hamburger - Ronald McDonald
Chili - a Cow

List times of music and/or amplified sound (list PA systems, microphone, speakers, amps) 4:00pm - 7:00pm

Electricity Needed ☒ Yes ☐ No Source: School

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

Will Dumpsters be used? ☒ Yes ☐ No If yes (include on site plan)
How Many? Size: Installation Date: Removal Date:

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

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</u>	<u>Brea Ridge Drive</u>	<u>Blind Pass Rd</u>	<u>10/8/16</u>	<u>12-9pm</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </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.

Heather Petersen
Print Name

Heather Petersen
Signature

Gulf Beaches Elementary Magnet
Corporation Name (if applicable)

8/30/16
Date



**City of St. Pete Beach Recreation
Department
Event Application**

Please Include:

- Site Map
- Traffic & Parking Plan
- Safety Plan
- Certificate of Insurance
- Day of Event Contact Person and Cell Phone Number
- Tax Exempt Documentation (if applicable)
- Non-Profit Documentation (if applicable)

Please send application to:

City of St. Pete Beach

Jennifer McMahon, Recreation Director

155 Corey Ave

St. Pete Beach, FL 33706

Or email to: Rddirector@stpetebeach.org

Phone: 727-363-9274

Fax: 727-363-9246

Upon approval, an Event Permit will be sent to the Applicant. Permit fees are due within 10 days of approval.



Boca Ciega Dr

St. Alban's

85th Ave

Blind Pass Road

Gulf Beach Elementary School

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

Issue Considered: Authorize the City Manager to enter into a purchase agreement with Miller Recreation and Design, Inc. in the amount of \$20,992.00 for the purchase and installation of replacement equipment at the Vina del Mar playground.

Date: September 20, 2016

Prepared By: Mike Clarke, Public Works Director

Summary of Issue: The playground at Vina Del Mar Park was installed in 2001 with the assistance of a grant from Florida Recreation Department Assistance Program (FRDAP). The equipment has served its useful life and is in need of replacement. The FRDAP grant was applied for again but the State only funded small projects. The playground manufacturer was made aware of our issue and agreed to replace all the steel decking as a warranty item allowing the City to purchase the much needed replacement equipment to rebuild the playground.

The City also secured pricing to have the company use their certified playground equipment installers to rebuild the structures.

Funding: Parks Department Facility Maintenance

Requested Motion: "I move to authorize the City Manager to enter into a purchase agreement with Miller Recreation and Design, Inc. in the amount of \$20,992.00 for the purchase and installation of replacement equipment at the Vina del Mar playground."

Attachments: Proposal
Purchase Agreement

**Reviewed by
City Manager:** _____ WS

MILLER RECREATION EQUIPMENT & DESIGN, INC.

2017 91ST STREET N.W. • BRADENTON, FLORIDA • 34209

PHONE: 941+792-4580 • FAX: 941+794-2909

mrecfia@tampabay.rr.com

Equipment Quotation

Quote Number: 93160152
Quote Date: 08/09/2016
Customer Number: 3370K02
Terms of Sale: Net 30
Customer Class: I. Parks & Rec

Shipping Method: Miracle
Freight Terms: Prepaid
Approximate Ship Date: ASAP
Cust PO Num:

Prepared For: ST PETE BEACH LEISURE SERVICES
7701 BOCA DEIGA DRIVE
ST PETE BEACH, FL 33706

Location: VINA DEL MAR PARK
302 SOUTH ISLES DRIVE
ST PETE BEACH, FL 33706

Payment/ Accounting Contact: DAVID BOYD (727) 224-4185

Shipping/ Delivery Contact: DAVID BOYD (727) 224-4185
JOHN KRETZER (727) 363-9247

Quantity	Item Number	Description	Price Each	Price Total
1	714700	5' SIDE-BY-SIDE SLIDE W/CANOPY (3' DECK)	\$1,377.00	\$1,377.00
1	71474959	6'2" TYPHOON SLIDE 405 DEG (5' DECK)	\$5,155.00	\$5,155.00
1	714749bd	TYPH SLIDE BOLT DOWN PKG, MTG PLATE NOT INCL	\$384.00	\$384.00
1	71475726	SLOPED CLIMBING WALL (6'6" DECK)	\$2,075.00	\$2,075.00
1	7147706s	FLIPPOPOTAMUS SLIDE (6'6" DECK)	\$3,912.00	\$3,912.00
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1	912299P	PARTS CARTON FOR OVERHEAD CLIMBER	\$68.00	\$68.00
19	990967P	2 PC 5" OD BAR SCKT FOR 1-5/16" PIPE	\$28.00	\$532.00
4	990968P	HEADER WITH HARDWARE RASPBERRY	\$15.00	\$60.00

Color List:

System: KC

Equipment Total: \$15,027.00

Freight: \$2,438.95

Installation: \$0.00

Discount: \$2,438.95

System: PA Item Number: 713657P Quantity: 17

System: PA Item Number: 990967P Quantity: 19

SubTotal: \$15,027.00

Grand Total: \$15,027.00

Notes:

PRICE DOES NOT INCLUDE INSTALLATION. PRICE INCLUDES FREE SHIPPING.

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Accepted By

Printed Name

Date

Thank you for the opportunity to provide this quote!

MILLER RECREATION EQUIPMENT & DESIGN, INC.

2017 91ST STREET N.W. • BRADENTON, FLORIDA • 34209

PHONE: 941+792-4580 • FAX: 941+794-2909

mrecfla@tampabay.rr.com

Equipment Quotation

Quote Number: 93160245
Quote Date: 08/09/2016
Customer Number: 3370K02
Terms of Sale: Net 30
Customer Class:

Shipping Method: Commercial
Freight Terms: Prepaid
Approximate Ship Date: ASAP
Cust PO Num:

Prepared For: ST PETE BEACH LEISURE SERVICES
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Payment/ Accounting Contact: DAVID BOYD (727) 224-4185

Shipping/ Delivery Contact: DAVID BOYD (727) 224-4185
JOHN KRETZER (727) 363-9247

Quantity	Item Number	Description	Price Each	Price Total
1	INSTALL	INSTALLATION OF NEW DECKS AND PLAY COMPONENTS	\$5,965.00	\$5,965.00
Color List:			Equipment Total:	\$5,965.00
			SubTotal:	\$5,965.00
			Grand Total:	\$5,965.00

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Accepted By

Printed Name

Date

Rep #: 93

Order #: 93160245

Page 1 of 2

Thank you for the opportunity to provide this quote!

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Miller Recreation Equipment & Design, Inc.
Playground Equipment at Vina del Mar Park

This is an Agreement (the "Agreement") entered into by and between the City of St. Pete Beach (hereinafter "City") and Miller Recreation Equipment & Design, Inc. (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

WHEREAS, City desires to purchase 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. The foregoing recitals are true and correct, and incorporated herein by reference.
2. 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 as Exhibit B.
3. Vendor shall deliver the goods, or provide the services, described herein no later than November 1, 2016 ("completion date") and shall abide by the legal requirements referenced in Exhibit A.
4. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 2 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
5. 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 \$15,027.00, as full consideration for goods or services provided in this Agreement and more specifically in Exhibit A.
6. 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.

7. 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 ("guarantee period"), including all parts and labor associated with said repairs.

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

9. Vendor fully warrants that all services and/or goods provided herein 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.

10. To the extent that this agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all 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 any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement 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.

11. 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.

12. 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.

13. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement 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.

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

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

15. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

16. 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.

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

As to Vendor:

Miller Recreation Equipment & Design, Inc.
Attn.: Joe Miller
2017 91st Street N.W.
Bradenton, Florida 34209

As to CITY:

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

18. 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.

19. This Agreement may be amended or modified only in writing signed by all Parties hereto. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the Parties.

20. This Agreement may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

[signature page to follow]

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

Miller Recreation Equipment & Design, Inc.:

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

Andrew Dickman
City Attorney

Rebecca C. Haynes
City Clerk

EXHIBIT “A”

Florida Public Records Law

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, Fla.Stat. 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.

EXHIBIT “B”

(Place Vendor’s Proposal behind this page)

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Accepted By

Printed Name

Date

Thank you for the opportunity to provide this quote!

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Accepted By

Printed Name

Date

Rep #: 93

Order #: 93160245

Page 1 of 2

Thank you for the opportunity to provide this quote!

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

Issue Considered: Class Action Lawsuit with Halliburton and Transocean

Date: September 20, 2016

Prepared By: Andrew Dickman, City Attorney

Through: Wayne Saunders, City Manager

Summary of Issue: Ronnie Penton, the City's attorney in the BP lawsuit, has advised the City Attorney and City Manager of a class action lawsuit involving Halliburton and Transocean companies, which were involved in the BP oil spill. The City Attorney wishes to provide additional information to the City Commission regarding this matter. There may be a need for action by the City Commission based on additional information expected to be provided by Mr. Penton.

Requested Motion: Motion will be provided to the City Commission at the City Commission meeting

**Reviewed by the
City Manager**

WS

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

Issue Considered: Approval of a Memorandum of Agreement to accept Article 24, Pay Plan of the Communication Workers' of America CBA for FY17 and FY18

Date: September 20, 2016

Prepared By: Colette Graston, Human Resources Administrator

Through: Wayne Saunders, City Manager

Summary of Issue: The current Collective Bargaining Agreement between the Communication Workers' of America and the City provided for a 3% merit increase for the first year (FY2016) and to renegotiate years two and three after the City conducted pay and classification study. The study has been completed.

The City and union did meet to negotiate year two and three of the pay plan and have reached tentative agreement to a 3% increase for October 1, 2016 and 3% for October 1, 2017. The Union members voted and a majority agreed to the proposed changes to the agreement. The City also agreed to review the General Employees' Pension plan and consider possible modifications to the plan.

Funding: Salaries & Wages accounts for affected departments

Requested Motion: "I move to approve the Memorandum of Agreement to accept Article 24, Pay Plan of the Communication Workers' of America CBA for FY17 and FY18

Attachments: Memorandum of Agreement
Revised Article 24 Pay Plan (underline and clean copies)

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

MEMORANDUM OF AGREEMENT

COMES NOW the City of St. Pete Beach, Florida ("City") and the Communications Workers of America ("CWA") and enter into the following Memorandum of Agreement ("MOA"):

1. The parties have a collective bargaining agreement ("CBA") between them that by its terms terminates September 30, 2018
2. The parties agreed to a merit increase for the first year of the CBA.
3. The parties also agreed City would conduct a pay and classification study and renegotiate the final two years of the pay plan
4. The study has been completed and the parties have negotiated a 3.0% increase for each of the final two years of the contract.
5. The City agrees to review the General Employees' Pension plan and consider possible modifications to the plan.
6. The revised Article 24, Pay Plan is attached.
7. This MOA has been agreed to by the parties on this ____ day of _____, 2016.

Communications Workers of America

City Manager of the City of St. Pete Beach,
Florida

By: _____

By: _____

Title: _____

Title: Wayne Saunders, City Manager

Date: _____

Date: _____

This Memorandum of Agreement has been ratified as follows:

Ratified by Bargaining Unit

Ratified by the City Commission

By: _____

By: _____

Title: _____

Title: Deborah Schechner, Mayor

Date: _____

Date: _____

ARTICLE 24 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, October 1, 2016 and October 1, 2017.
- B. ~~For the fiscal year beginning October 1, 2015-e~~ 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.
- ~~D-E.~~ The City will review the General Employees' Pension plan and consider possible modifications to the plan.

Section 2. Status Quo.

No wage increases shall be granted after September 30, 2018, 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.

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 24

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, October 1, 2016 and October 1, 2017.
- B. 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.
- E. The City will review the General Employees' Pension plan and consider possible modifications to the plan.

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No wage increases shall be granted after September 30, 2018, 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.

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.

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

Issue

Considered: Authorize the City Manager to enter into a purchase agreement with Taborelli Construction, Inc. (TBI) for \$78,510.41 for Upham Beach Deck Repairs.

Date: September 20, 2016

Prepared By: Mike Clarke, Public Services Director

**Summary
Of Issue:**

The existing dune walkover and deck surrounding the concession stand at Upham Beach are reaching the end of their service lives. The City budgeted \$90,000 to replace the stringers, decking, and hand rail of these structures. Although not anticipated, the scope of this project may also include the replacement of foundations (piles and/or caps) if determined to be necessary upon removal of decking.

On August 4, 2016, the City received sealed bids from three contractors to perform the repairs. After a review of the lump sum prices provided, TBI was determined to be the lowest qualified bidder. The results are summarized in the attached bid tabulation.

The City has elected to have TBI perform the base scope of services outlined in the bid solicitation and provide as-built drawings upon completion. The combined cost of these services is \$78,510.41.

Funding: CIP – Upham Beach Deck Repairs

**Requested
Motion:**

“I move to authorize the City Manager to enter into a purchasing agreement with Taborelli Construction, Inc. (TBI) for \$78,510.41 for Upham Beach Deck Repairs.”

Attachments: Bid Tabulation
Purchasing Agreement

**Reviewed by
City Manager:** WS



Bid Tabulation - Upham Beach Deck Repairs

8/4/2016

10:00AM

Base Bid	<u>CPWG</u>	<u>Jemy</u>	<u>Taborelli</u>
	\$89,535.00	\$86,275.00	\$77,710.41

Alternate Bid Items			
Stainless steel hardware	\$1,200.00	\$5,000.00	\$4,279.49
Replacement of pile cap (cost per cap)	\$250.00	\$150.00	\$376.75
Replacement of piling (cost per piling)	\$375.00	\$475.00	\$724.45
Preparation of as-built drawings	\$1,200.00	\$2,000.00	\$800.00
Credit to City for keeping sand spoils onsite	\$2,500.00	\$1,500.00	\$1,000.00

Items Required to Be Submitted with Bid	<u>CPWG</u>	<u>Jemy</u>	<u>Taborelli</u>
Submitted 3 Copies	Yes	Yes	Yes
Bidder's Contract Proposal Form	Yes	Yes	Yes
Bid Schedule	Yes	Yes	Yes
References and Qualifications			
3 References (within past 5 years)	Yes	Yes	Yes
Firm's History & Personnel Experience	Yes	Yes	Yes
Claims/Disputes	Yes	Yes	Yes
Bonding Capacity	Yes	Yes	Yes
Certificate of Insurance	Yes	Yes	Yes
Contractor Proof of License	Yes	Yes	Yes
List of Subcontractors	Yes	Yes	Yes
Contractor's Education and Training	Yes	Yes	Yes

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Taborelli Construction, Inc. (TCI)
Upham Beach Deck Repairs

This is an Agreement (the "Agreement") entered into by and between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "City") and Taborelli Construction, Inc. (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

WHEREAS, City desires to purchase 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. The foregoing recitals are true and correct, and incorporated herein by reference.
2. 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 as Exhibit B.
3. Vendor shall deliver the goods, or provide the services, described herein no later than November 15, 2016 ("completion date") and shall abide by the legal requirements referenced in Exhibit A.
4. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day subsequent to the date set forth in paragraph 2 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
5. 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 \$77,710.41, as full consideration for goods or services provided in this Agreement and more specifically in Exhibit A.
6. 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.

7. 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 ("guarantee period"), including all parts and labor associated with said repairs.

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

9. Vendor fully warrants that all services and/or goods provided herein 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.

10. To the extent that this agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all 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 any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement 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.

11. 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 attorney's 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.

12. 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.

13. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this Agreement 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.

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

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

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

16. 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.

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

As to Vendor:

Taborelli Construction, Inc.
Attn.: Kim Taborelli
3817 W. Humphrey St., Suite 203
Pinellas Park, FL 33781

As to CITY:

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

18. 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.

19. This Agreement may be amended or modified only in writing signed by all Parties hereto. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the Parties.

20. This Agreement may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

[signature page to follow]

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

Taborelli Construction, Inc.:

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

Andrew Dickman
City Attorney

Rebecca C. Haynes
City Clerk

EXHIBIT “A”

Florida Public Records Law

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, Fla.Stat. 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.

EXHIBIT “B”

(Place Vendor’s Proposal behind this page)

**St Pete Beach City Commission
Agenda Report**

Issue Considered: Authorize the City Manager to sign an Addendum to the Individual Project Order (IPO) with Kimley-Horn and Associates, Inc. (approved on February 24, 2015) in the amount of \$53,900 to perform additional engineering and consulting services associated with the ongoing citywide wastewater Inflow & Infiltration (I&I) Study.

Date: September 20, 2016

Prepared By: Mike Clarke, Public Services Director

Summary of Issue: The City budgeted \$500,000 in FY2016 to perform a citywide wastewater I&I Study. This study includes general engineering and consulting services, including the generation of a system capacity analysis report, as well as cleaning and televising of the entire wastewater collection system. This project is mandated under Florida Department of Environmental Protection (FDEP) Consent Order OGC File No. 14-0021.

The services provided by Kimley-Horn and Associates, Inc. under the original IPO were completed earlier this year. Due to the results of the capacity analysis report, the City has enlisted Kimley-Horn to provide additional engineering and consulting services as described in the attached Addendum, including presentations, additional information requested to be added to the report, strategy and planning for the required wastewater capital improvement projects, and subsequent adjustments to the City's wastewater connection fee structure.

Funding: CIP – Sewer I&I Repairs

Requested Motion: “I move to authorize the City Manager to sign an Addendum to the Individual Project Order (IPO) with Kimley-Horn and Associates, Inc. (approved on February 24, 2015) in the amount of \$53,900 to perform additional engineering and consulting services associated with the ongoing citywide wastewater Inflow & Infiltration (I&I) Study.”

Attachments: Kimley-Horn and Associates, Inc. Addendum IPO
Kimley-Horn and Associates, Inc. Original IPO

**Reviewed by
City Manager:**

WS



INDIVIDUAL PROJECT ORDER

February 10, 2015

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Engineer), and the City of St. Pete Beach (the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated January 8, 2013, which is incorporated herein by reference.

IDENTIFICATION OF PROJECT:

City of St. Pete Beach Inflow and Infiltration Study

GENERAL CATEGORY OF SERVICES:

Under this IPO, the Engineer will provide general engineering services for preparation of a City wide Inflow and Infiltration (I&I) Study and a Model Capacity Report. The City's current system was constructed in 1956/1957 and consists of approximate 38 miles of gravity sewer, 17 lift stations and approximately 826 manholes. The City, as part of a Consent Order with the Florida Department of Environmental Protection, has agreed to prepare an I&I Study. The Engineer will prepare this study utilizing data gathered by a City solicited contractor that will be collected and reported utilizing a standardized defect coding system in accordance with the National Association of Sewer Companies (NASSCO) certification standards, consisting of the Pipeline Assessment and Certification Program (PACP), the Manhole Assessment and Certification Program (MACP), and the Lateral Assessment and Certification Program (LACP). The Specific Tasks required are presented below.

SPECIFIC SCOPE OF SERVICES:

Task 1 – Procurement Assistance

The Engineer will assist the City in preparing a solicitation to have the MACP Level 1 and 2 inspections for the system manholes. MACP Level 1 inspection will be requested for 100% of the manholes. Level 1 inspection provides basic condition assessment information to evaluate the general condition of a manhole. MACP Level 2 inspections will be requested for those manholes shown in the Level 1 inspections to have significant issues, necessitating further documentation of the other 75%. The purpose of Level 2 inspection is to gather detailed information to fully document apparent defects, determine condition of the manhole, and provide the specific information needed to recommend corrective actions. We will provide guidelines for the contractor to utilize for proceeding with Level 2 inspections. This solicitation

will also consist of the televising and inspecting of the City's entire gravity sewer system. The assessment will utilize high-resolution color digital video from which the assessment of the piping will be based in accordance with PACP standards utilizing ASCE codes that will be included in an assessment report.

This task will also include the following:

- Attendance to Pre-Bid Meeting
- Response to Bid Questions
- Review of bid results and qualifications

Task 2 – Construction Project Management

This task shall consist of the following:

The Engineer will provide oversight services for the contractor selected for the manhole and collection system services. It is anticipated that this contract will take approximately 20 weeks to finish. During this 20 week period, the Engineer will provide the following services:

- 2.1 Pre-Evaluation Conference. The Engineer will attend a Pre-Evaluation Conference prior to commencement of work at the Site. The Engineer will provide limited on-site construction observation services during the construction phase. We have estimated a 2 hour per week effort for a Project Engineer and 0.5 hour/week for Project Manager/Engineer. Additional site visits will be made by the Engineer during critical activities and at intervals of at least once every week. Such visits and observations by the Engineer are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on our exercise of professional judgment. Based on information obtained during such visits and such observations, we will evaluate whether Contractor's work is proceeding in accordance with the Contract Documents, and we will keep Client informed of the progress of the Work.
- 2.2 The purpose of the Engineer's site visits will be to enable us to better carry out the duties and responsibilities specifically assigned in this Agreement to the Engineer, and to provide Client a greater degree of confidence that the completed Work will conform to the Contract Documents. The Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall the Engineer have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or

- procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, the Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- 2.3 Recommendations with Respect to Defective Work. The Engineer will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, the Engineer believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- 2.4 Clarifications and Interpretations. The Engineer will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.
- 2.5 Disagreements between Client and Contractor. The Engineer will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, the Engineer shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- 2.6 Substantial Completion. The Engineer will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, the Engineer considers the Work substantially complete; the Engineer will notify Client and Contractor.
- 2.7 Final Notice of Acceptability of the Work. The Engineer will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that the Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the Engineer shall also provide a notice that the Work is generally in

accordance with the Contract Documents to the best of the Engineer's knowledge, information, and belief based on the extent of its services and based upon information provided to the Engineer upon which it is entitled to rely.

- 2.8 **Limitation of Responsibilities.** The Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. The Engineer shall not have the authority or responsibility to stop the work of any Contractor.

Task 3 – I&I Report

The Engineer will develop a report identifying deficiencies, and rating of the conditions of the pipelines, manholes and lift stations following NASSCO standards. This task will also consist of the Engineer providing assistance to the City by adding this data to the City's current GIS system. This Report will provide the basis for future Capital Improvement Plans and Task 4.

The Engineer will provide three copies of the draft report to the city and hold a maximum of two meetings with City staff to review the results and present to the City Council if required.

Three copies of the final report and one PDF copy will be provided to the City along with all digital data accumulated throughout the project for a final deliverable.

Task 4 – Model Capacity Report

The Engineer will develop a hydraulic and statistical model using the management software package, SewerCAD, to analyze the City's entire sanitary sewer system. Model will be developed using the following data sources.

- Physical data collected through the Inspection during the Inflow and Infiltration Report
- Pump flow and run times collected from the City's "Pump Watch" monitoring system
- Water use data collected from Pinellas County for meter readings.
- Records and As-built drawings from the City's public records.

Upon completion of model, the Engineer will prepare a report containing the following results:

- Remaining flow capacity within system for a maximum of 3 projected scenarios
 - Example Scenarios: Dry Weather Peak Hour Flow Event, Wet Weather Peak Hour Flow Event, Average Daily Flow Event

- Engineer will coordinate and discuss scenarios with the City before finalization of model and report.
- Identification of potential problem areas and recommendations for future capital improvement plans to fix outstanding issues.
- City wide map showing capacity ratings at each lift station and within existing gravity pipes and force mains.

The Engineer will provide three copies of the draft report to the city and hold a maximum of two meetings with City staff to review the results and present to the City Council if required.

Three copies of the final report and one PDF copy will be provided to the City along with all digital data accumulated throughout the project for a final deliverable.

FEE AND BILLING

Kimley-Horn will accomplish the services outlined in Task 1-4 for a Lump Sum fee of \$116,580.00. Invoicing and payment will be in accordance with the terms and conditions of the Design Services Contract between the City of St. Pete Beach and Kimley-Horn and Associates, Inc. (Kimley-Horn) dated, dated January 8, 2013.

The following task items represent a breakdown of the lump sum amount for reference:

Task 1 – Procurement Assistance	\$10,500.00
Task 2 – Construction Project Management	\$17,880.00
Task 3 – I&I Report	\$48,500.00
Task 4 – Model Capacity Report	\$39,700.00
Not to Exceed Budget	\$116,580.00

ADDITIONAL SERVICES (if required):

Services requested that are not specifically included will be provided under a new and separate IPO agreement.

METHOD OF COMPENSATION:

Services under this IPO will be provided as a lump sum basis. Invoices will be prepared based on a percentage completion of the design of the project.

OTHER SPECIAL TERMS OF IPO:

Services provided under this will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

THE CITY OF ST. PETE BEACH, FLORIDA

KIMLEY-HORN AND ASSOCIATES,
INC.



BY: _____

BY: _____
David Walthall, PE

TITLE: _____

TITLE: Vice-President

DATE: _____

DATE: 2/12/15

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INDIVIDUAL PROJECT ORDER

August 17, 2016

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Engineer), and the City of St. Pete Beach (the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated January 8, 2013, which is incorporated herein by reference.

IDENTIFICATION OF PROJECT:

City of St. Pete Beach Capacity Report Coordination

GENERAL CATEGORY OF SERVICES:

Under this IPO, the Engineer will provide additional general engineering services for revisions to the Model Capacity Report and collaboration with City staff.

The results of the draft Model Capacity Report submitted on May 13, 2016 prompted additional analysis, questions, and materials that were not in the original scope. This led the City to request the Engineer to setup additional collaboration meetings as well as create additional materials that will be presented to the City Council.

The original scope specified a maximum of two (2) meetings with the City to review the model results and make corrections. These were completed on May 31st, 2016 and June 15th, 2016. The model scenarios were also limited to three (3) separate scenarios.

The additional tasks required by the City are shown below:

SPECIFIC SCOPE OF SERVICES:

Task 1 – Model Capacity Report Coordination

- The original scope allotted three scenarios, this task includes eleven (11) additional model scenarios. All fourteen are listed below. Original scenarios included in draft report are shown in bold.
 - **Existing Conditions - Peak Flow Scenario**
 - Existing Conditions - Addition of Tradewinds Expansion
 - PS 3, 8 and 16 upgrade
 - I&I Reduction – (Flow * .5)
 - **I&I Reduction – (Flow * .75)**

- Extended FM 2 to PS 1
 - Extended FM 2 to PS 1 with Cross Over Conversion
 - Extended FM 2 to PS 1 with Cross Over Conversion and PS 3 to PS 2 FM Extensions
 - Parallel Gravity Main – PS 2 to PS 1
 - **Gravity Main Upsizing – PS 2 to PS 1 and PS 3 to PS 2**
 - FM 3 Redirect – PS 2
 - FM 3 Redirect – New Outfall
 - Gravity Main Upsizing – Gulf Blvd. Segment
 - Cross Over Replacement – FM and LS Conversion
- Modifications to the Report
 - Creation of a maximum of six (6) alternatives using the additional proposed scenarios.
 - Creation of Preliminary Opinion of Probable Costs, Design Schedule, and Construction Schedule for each proposed alternative.
 - The costs provided are not based on detailed engineering drawings and/or specifications.
 - The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
- Additional Meetings
 - Extended Coordination Meetings with City Staff to discuss plans and alternatives
 - Initial Meeting: June 17th, 2016
 - Follow Up Meeting: June 24th, 2016
 - Coordination Meeting with City Manager: June 27, 2016
 - City Council Presentation
 - Rehearsal for City Council Presentation: July 11, 2016
 - City Council Presentation: July 12, 2016

- Additional Exhibits and Presentation Materials
 - Creation of PowerPoint demonstrating the hydraulics of sanitary sewer flow in an ideal situation and where the City is currently operating.
 - Creation of three (3) illustrations showing the hydraulic characteristics of the City's gravity sewer system.

Task 2 – Impact Fee Assessment Coordination

Along with the completion of the Model Capacity Report, the City has requested Kimley-Horn to coordinate impact fee assessment efforts with the City's financial consultant.

Coordination will be provided in the following ways:

- Capacity Comparison of Recommended Alternatives
 - Kimley-Horn will provide a capacity comparison analysis. The capacity comparison analysis will estimate how much sewer capacity is relieved, bringing the system back down to under capacity, versus additionally created capacity in a maximum of three recommended project alternatives.
- Additional Meetings
 - Kimley-Horn will attend a maximum of three additional meetings to coordinate with the City and its financial consultant.
- Technical Memorandum
 - Information will be assembled in a technical memorandum and submitted to the City and the financial consultant electronically.
 - One draft report will be submitted, giving the City and the financial consultant time to review and comment.
 - After comments are implemented, the technical memorandum will be re-submitted to the City and the financial consultant.

FEE AND BILLING

Kimley-Horn will accomplish the services outlined in Task 1 and 2 for a Lump Sum fee of \$53,900.00. Invoicing and payment will be in accordance with the terms and conditions of the Design Services Contract between the City of St. Pete Beach and Kimley-Horn and Associates, Inc. (Kimley-Horn) dated, dated January 8, 2013.

The following task items represent a breakdown of the lump sum amount for reference:

Task 1 – Model Capacity Report Additional Services	\$41,900.00
<u>Task 2 – Impact Fee Assessment Coordination</u>	<u>\$12,000.00</u>
Not to Exceed Budget	\$53,900.00

ADDITIONAL SERVICES (if required):

Services requested that are not specifically included will be provided under a new and separate IPO agreement.

METHOD OF COMPENSATION:

Services under this IPO will be provided as a lump sum basis. Invoices will be prepared based on a percentage completion of the design of the project.

OTHER SPECIAL TERMS OF IPO:

Services provided under this will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

THE CITY OF ST. PETE BEACH, FLORIDA

KIMLEY-HORN AND ASSOCIATES,
INC.

BY: _____

BY: _____
Wayne E. White, PE

TITLE: _____

TITLE: _____ Associate

DATE: _____

DATE: _____

K:\TAM_Civil\148404 - City of St. Pete Beach\010 - Inflow, Infiltration and Capacity Report\Admin\Contract\Addendum\IPO II Study Addendum.docx

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

Issue Considered: Conditional Use 2016-0031, authorization for an existing tiki hut with a variance to the maximum size of the hut and type of activity allowed in the hut, and variances to total number of storage boxes, number of signs, and prohibited signs located on the beach adjacent to the Tradewinds Island Grand Resort.

Date: September 20, 2016

Prepared By: Chelsey Welden – Planner II

Through: Jennifer Bryla– Community Development Director

Summary of Issue This item is one of the many conditional use approval requests for the Tradewinds holdings regarding tiki huts. The City Commission on June 14th directed staff to revise the code language pertaining to tiki huts.

As the item has been posted, noticed and advertised according to law, the item was continued to the date certain of the 23rd of August, 2016 to allow time to revise the code language for the huts and accessory structures. The tiki language has been drafted and is currently under review. Staff just received additional comments from the Department of Environmental Protection and is requesting for a further continuation of the item to a date to be determined. Staff anticipates the new code language being presented at the Oct 11th and 25th meetings for approval. The conditional use items then should no longer be necessary.

Requested Motion: “I move to approve staff’s recommendation and move item 2016-0031 to a date to be determined.”

**Reviewed by the
City Manager**

WS

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

Issue Considered: Conditional Use 2016-0032, authorization for an existing tiki hut with a variance to the maximum size of the hut located on the beach adjacent to the Coral Reef Resort.

Date: September 20, 2016

Prepared By: Chelsey Welden – Planner II

Through: Jennifer Bryla– Community Development Director

Summary of Issue This item is one of the many conditional use approval requests for the Tradewinds holdings regarding tiki huts. The City Commission on June 14th directed staff to revise the code language pertaining to tiki huts.

As the item has been posted, noticed and advertised according to law, the item was continued to the date certain of the 23rd of August, 2016 to allow time to revise the code language for the huts and accessory structures. The tiki language has been drafted and is currently under review. Staff just received additional comments from the Department of Environmental Protection and is requesting for a further continuation of the item to a date to be determined. Staff anticipates the new code language being presented at the Oct 11th and 25th meetings for approval. The conditional use items then should no longer be necessary.

Requested Motion: “I move to approve staff’s recommendation and move item 2016-0032 to a date to be determined.”

**Reviewed by the
City Manager**

 WS

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

Issue Considered: Conditional Use 2016-0033, authorization for an existing tiki hut with a variance to the maximum size of the hut located on the beach adjacent to the Coral Reef Resort.

Date: September 20, 2016

Prepared By: Chelsey Welden – Planner II

Through: Jennifer Bryla– Community Development Director

Summary of Issue This item is one of the many conditional use approval requests for the Tradewinds holdings regarding tiki huts. The City Commission on June 14th directed staff to revise the code language pertaining to tiki huts.

As the item has been posted, noticed and advertised according to law, the item was continued to the date certain of the 23rd of August, 2016 to allow time to revise the code language for the huts and accessory structures. The tiki language has been drafted and is currently under review. Staff just received additional comments from the Department of Environmental Protection and is requesting for a further continuation of the item to a date to be determined. Staff anticipates the new code language being presented at the Oct 11th and 25th meetings for approval. The conditional use items then should no longer be necessary.

Requested Motion: “I move to approve staff’s recommendation and move item 2016-0033 to a date to be determined.”

**Reviewed by the
City Manager**

WS

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

Issue Considered: Conditional Use 2016-0034, authorization for an existing tiki hut with a variance to the maximum size of the hut located on the beach adjacent to the Coral Reef Resort.

Date: September 20, 2016

Prepared By: Chelsey Welden – Planner II

Through: Jennifer Bryla– Community Development Director

Summary of Issue This item is one of the many conditional use approval requests for the Tradewinds holdings regarding tiki huts. The City Commission on June 14th directed staff to revise the code language pertaining to tiki huts.

As the item has been posted, noticed and advertised according to law, the item was continued to the date certain of the 23rd of August, 2016 to allow time to revise the code language for the huts and accessory structures. The tiki language has been drafted and is currently under review. Staff just received additional comments from the Department of Environmental Protection and is requesting for a further continuation of the item to a date to be determined. Staff anticipates the new code language being presented at the Oct 11th and 25th meetings for approval. The conditional use items then should no longer be necessary.

Requested Motion: “I move to approve staff’s recommendation and move item 2016-0034 to a date to be determined.”

**Reviewed by the
City Manager**

WS

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

Issue Considered: Conditional Use 2016-0035, authorization for an existing tiki hut with a variance to the maximum size of the hut located on the beach adjacent to the Coral Reef Resort.

Date: September 20, 2016

Prepared By: Chelsey Welden – Planner II

Through: Jennifer Bryla– Community Development Director

Summary of Issue This item is one of the many conditional use approval requests for the Tradewinds holdings regarding tiki huts. The City Commission on June 14th directed staff to revise the code language pertaining to tiki huts.

As the item has been posted, noticed and advertised according to law, the item was continued to the date certain of the 23rd of August, 2016 to allow time to revise the code language for the huts and accessory structures. The tiki language has been drafted and is currently under review. Staff just received additional comments from the Department of Environmental Protection and is requesting for a further continuation of the item to a date to be determined. Staff anticipates the new code language being presented at the Oct 11th and 25th meetings for approval. The conditional use items then should no longer be necessary.

Requested Motion: “I move to approve staff’s recommendation and move item 2016-0035 to a date to be determined.”

**Reviewed by the
City Manager**

WS

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

Issue Considered: Ordinance No 2016-15 – Beach Concession Huts

Date: September 20th, 2016

Prepared By: Jennifer Bryla – Community Development Director

Through: Wayne Saunders, City Manager

Summary of Issue: Proposed for your consideration is City-initiated amendment to Division 6 – Supplemental Regulations. Providing for 6.12(h) Beach Concession Huts. The existing code language located in Division 25 – Coastal Protection and Conservation, specifically 25.6(a) requires that every “tiki hut” must secure a conditional use approval for each hut. The City Commission recognized that this would be an unnecessary exercise if appropriate code language existed. At that time the City Commission directed staff to develop language for “tiki huts” or Beach Concession Huts that would allow for administrative approval if certain criteria were adhered to.

The draft language herein has been reviewed by the vendors and hoteliers for comment and their input has been incorporated. Staff received additional comments from the hoteliers, as well as comments from the Department of Environmental Protection that will need to be incorporated into Ordinance 2016-15. As such, Staff requests a continuation to the Oct 11th meeting for first reading. The Ordinance proposes to regulate the number, look and accessory elements associated with Beach Concession Huts; it will also remove the conflicting language in Division 25.

Requested Motion: I move to continue Ordinance No. 2016-15 to the October 11th City Commission meeting.

Attachments

- (1) Staff Report
- (2) Ordinance 2016-15
- (3) Exhibit A
- (4) Division 25.6 (a) with changes in ~~underline~~ strikethrough

**Reviewed by the
City Manager**

WS

ORDINANCE NO. 2016-15

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AMENDING DIVISION 6 SUPPLEMENTAL REGULATIONS; PROVIDING FOR SECTION 6.12 (h) BEACH CONCESSION STANDARDS AS OUTLINED IN “EXHIBIT A”; PROVIDING FOR SEVERABILITY; AMENDING SECTION 25.6(a) OF DIVISION 25 – COASTAL PROTECTION AND CONSERVATION; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission recognizes the need to regulate the standards for beach concession stands and their accessory equipment; 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, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED THAT:

Section 1. Division 6.12(h), of the Land Development Code of the City of St. Pete Beach is hereby created as outlined in Exhibit “A” – Regulating Beach Concession Huts.

Section 2. Division 25 – Coastal Protection and Conservation is hereby amended:

* * *

Section 25.6 – Tiki huts.

(a) The city may permit the location of a tiki hut on the beach in accordance with the following:

(1) Tiki huts shall be allowed only in conjunction with the approval of the owner of the property upon which the tiki hut will be located. ~~and as part of a conditional use approved under the provisions [Division 4](#) of this Code. Tiki huts shall be further regulated as follows:~~

- ~~a. Only one tiki hut for each approved conditional use on a zoning lot;~~
- ~~b. Such tiki huts shall be located in accordance with an approved site plan;~~
- ~~c. Tiki huts shall be no larger than [36](#) square feet in area with sides that are at least 50 percent open and may have a roof;~~
- d. No tiki hut shall have utility services, shall serve food or drinks, or shall be used for any other service beyond the sales of services for an approved commercial water sports operation.

Section 3. All Ordinances or parts of Ordinances, in conflict herewith re hereby repealed to the extent of any conflict with this Ordinance.

Section 4. If any portion or part of this Ordinance is declared invalid by a court of competent jurisdiction, the valid remainder hereof shall remain in full force and effect.

Section 5. This Ordinance shall become effective immediately.

PASSED ON FIRST READING: _____, a.d. 2016

PASSED ON SECOND AND FINAL READING _____, a.d. 2016

MAYOR

FIRST READING: _____

PUBLISHED: _____

SECOND READING: _____

PUBLISHED: _____

	St. Pete Beach City Commission 155 Corey Avenue St. Pete Beach, FL 33706 727-367-2735
9/20/2016	
Item Number Ordinance #2016-15 Type of Application Amendment to Land Development Code Division 6, Section 6.12 – Commercial accessory and temporary equipment, structures, portable buildings, and trailers, dumpsters and commercial tents and Division 25, Section 25.6(a) Tiki Huts Applicant City of St. Pete Beach Location City wide Project Planner Jennifer Bryla, AICP, Requested Action Approval of Ordinance 2016-15 Staff Recommendation Approval City Commission First Reading (9/20/2016) Final Reading (10/11/2016)	ITEM SUMMARY: The City Commission in the Fall of 2015 directed staff to review the existing code requirements to ensure that the codes were being properly enforced with regard to the sand beach activities. Staff found that several of the hoteliers and beach concession vendors had not secured, or the City did not have evidence of, the required Conditional Use permits as the code requires. As this information came to light, and the vendors were contacted, several who had existing huts on the sand beach were happy to comply and submitted applications for Conditional Use approval. Recognizing that the number of huts that would require the CU approval would exceed 20, Commission directed staff to adjust the language that regulates the huts. The intent of the Ordinance is to allow the vendors to apply for administrative approval for the huts if they could comply with the criteria outlined. If the vendor could not comply, the applicant could still seek a Conditional Use approval through the City Commission. This step by the City Commission would save the applicant from the expense and time for the Conditional Use process and would ensure that the City would have structures in place that are consistent with the directives of the City. Ordinance 2016-15 would regulate the number, look and accessory elements associated with Beach Concession Huts; it will also remove the conflicting language in Division 25. 

Findings

In its review of the proposed application, staff has determined:

1. The proposed Ordinance is consistent with Florida Statutes, including Chapter 161.053.
2. The proposed Ordinance is consistent with DEP 2012 Rules and Procedures for coastal construction and excavation 62B-33.
3. The proposed Ordinance is consistent with the Pinellas County Regional Policy Plan.
4. The proposed Ordinance is consistent with the St. Pete Beach Comprehensive Plan.
5. The proposed Ordinance is consistent with the intent of the LDC.

CONTEXT

Staff has completed research from vendors, other coastal jurisdictions, Florida Department of Environmental Protection and Florida Fish and Wildlife in order to develop the code language. The original language that regulated “Tiki” huts was adopted via Ordinance 2003-07. This Ordinance was included in the creation of the City’s Land Development Code. Division 25 – Coastal and Conservation was just one small component of the 172 page document. With the passage of the proposed Ordinance 2016-15, the City will receive surety that the activities occurring on the sand beach are in harmony with the goals and initiatives that are represented in the Comprehensive Plan. This initiative strives to balance the robust tourist industry that is present alongside the established residential communities.

PUBLIC NOTICE:

Notice of public hearing has been advertised as required by State Statutes. As of the date of this report, no oral or written comments have been received. Oral and written comments may be presented at the public hearing.

COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE:

The proposed Ordinance is consistent with the City of St. Pete Beach’s Comprehensive Plan, specifically Objective 1.9 of the Coastal and Conservation Element which states:

In accordance with this Comprehensive Plan, the City of St. Pete Beach shall protect and restore its beaches, dunes and natural system, protect its recreational and commercial working waterfronts, and establish construction standards which minimize the impacts of man-made structures on these systems through the land development regulations.

The proposed Ordinance is also consistent with the intent of the Land Development Code and further augments the regulation for accessory commercial structures.

DEPARTMENT OF ENVIRONMENTAL REGULATIONS:

The proposed Ordinance is consistent with the DEP regulations found in the Rules and Procedures for Coastal Construction and Excavation publication #62B-33 which states:

(c) Minor activities which do not cause an adverse impact on the coastal system and do not cause a disturbance to any significant or primary dune are exempt from the permitting requirements of this chapter.

	STAFF RECOMMENDATION: Upon review of the above guiding documents, staff recommends approval of Ordinance 2016-15 as presented. Attachments (1) Ordinance 2016-15 (2) Exhibit A (3) Staff Report
--	--

“Exhibit A”

6.12 – Commercial accessory and temporary equipment, structures, portable buildings and trailers, dumpsters and commercial tents.

* * *

h) BEACH CONCESSION STANDARDS

Temporary Structures may be erected and maintained by a transient lodging business that has beach frontage along the Gulf of Mexico, in accordance with the following after approval by the Technical Review Committee (TRC), otherwise a conditional use permit must be obtained in accordance with Division 4 of the Land Development Code.

1. Concession Huts

- i. Concession Huts shall be for the rental of beach equipment, and/or watersports.
- ii. One Concession Hut structure is permitted per transient lodging facility or one for every 200 linear feet of sand beach as measured along the property line adjacent to the sand beach. Huts may be arranged on the sand beach as desired by the property owner.
- iii. Concession Huts shall have a maximum floor area of one-hundred (100) square feet, excluding any platform, with exterior dimensions not to exceed nine feet (9'-0") in height from the sand to the eave line (i.e., the intersection of the roof and the exterior walls).
- iv. Any architectural projections above the eave line may not exceed twelve feet (12'-0") in height from the sand (i.e., roof and roof related architectural elements). All roofing elements shall be appropriate to and consistent with the unique beach environment and/or evocative of the upland architecture, and shall be subject to the review and approval of TRC staff. All building construction materials and finishes shall be appropriate to and consistent with the unique beach environment, subject to the administrative review and approval. Accessory electrical apparatuses may extend above the roof line up to 36" additionally.
- v. All Concession Huts shall be designed to preserve vistas and shall be fully open from forty-six (46") inches above the finished floor deck to a minimum eight feet (8'-0") above the sand, with the exception of structural columns or posts. One side of a concession hut may be completely solid to

accommodate electrical and life saving devices and apparatuses.

- vi. Any security side panels that may be used as shade devices shall be fully supported from the structure itself and shall not contain independent vertical support columns that extend directly to the sand or perimeter platform walkway.
- vii. A detached perimeter platform shall be prohibited as an addition to surround the concession hut.
- viii. All Concession Huts shall be designed so as to facilitate their immediate removal from the beach upon demand by the City or in the event of an emergency condition.
- ix. Huts shall be located a minimum of 100' landward from the mean high water mark.
- x. Signage shall be limited to a total of 60 sf for all signage attached to the Huts. All pamphlets or advertisement shall be secured within the hut to prevent litter on the beach.
- xi. Exterior surface colors and finishes shall be appropriate to the design of the structure and shall match the upland facility they serve to the maximum extent practical. The review and approval of design of the Hut is considered an administrative approval.
- xii. Towel bins, not to exceed 42" in height, may be permitted adjacent to the Concession Huts for the containment of disposed towels. Such bins shall be of a durable material and be able to be removed from the beach to the upland business if necessary.

2. Storage Boxes

- i. Storage Boxes shall be equipped to be fully mobile via trailer or other towing mechanism incorporated internally, for immediate removal from the beach upon demand by the City, or in cases of mandatory emergency evacuation. Skids shall not be used if the Storage Boxes are to be towed.
- ii. Plans for Concession Huts and Storage Boxes shall include accurate dimensions and scale.
- iii. Storage Boxes shall be designed for the horizontal storage of chaise lounge pads, umbrellas, sun canopies, daybeds, and similar items and shall not exceed a maximum size of 500 cubic feet, not to exceed 6' in height above the sand.

- iv. Storage Boxes shall be simply designed, free of adornment and embellishment, and detailed in a manner appropriate to the unique beach environment inclusive of construction materials and finishes and shall be painted to match the concession hut without an accent trim color, and shall be subject to the review and approval of the Technical Review Committee.
- v. No signage shall be permitted on storage facilities, except a discreetly displayed plaque measuring a maximum four inches by six inches (4" x 6"), identifying the Concessionaire's name, address and telephone number.
- vi. A maximum of two storage boxes shall be permitted per Concession Hut and must be located to the east of the Hut.

3. Driving on the Beach

Any concessionaire that requires the ability to drive on the sandy beach in conjunction with the operation of the business on the sand beach shall be required to obtain a driving on the beach permit annually and required to adhere to the following:

- i. A letter of authorization is required from each of the private property owner affected.
- ii. All vehicles must remain at least ten feet (10') at all times from people, vegetation, dunes and wildlife nesting areas.
- iii. A 10 mph speed limit must be adhered to all times.
- iv. A liability bond is required to insure that no damage is done to the beach area involved, the amount of which is to be determined according to the activities involved. Proof of insurance is required by the City Manager in the amount of One Million Dollars (\$1,000,000) Bodily Injury and Five-Hundred Thousand Dollars (\$500,000) Property Damage from the sponsoring organization.

v.

4. General Restrictions

- i. Signage on Umbrellas or Cabanas shall be prohibited, excluding the transient lodging logo or the like.
- ii. Children's sand play areas may be incorporated into the overall beach concession hut area and shall have a maximum area of 36' square feet and shall have no elements that are taller than 30" above the sand beach, with the exception of shade umbrellas.
- iii. In no instance shall serving trays, coolers, boxes, or other devices or objects remain stacked or stored outside of a storage facility and visible from any vantage point on the beach, at any time.

|

- iv. All mechanical equipment shall be concealed to the greatest extent possible and not exposed or remain on vehicular trailer.
- v. The State of Florida Department of Environmental Protection reserves the right to review and permit all structures, including Concession Huts and Storage Boxes, pursuant to Section 161.56 of the Florida Statutes.

DRAFT

Sec. 25.6. - Tiki huts.

The city may permit the location of a tiki hut on the beach in accordance with the following:

~~(1) Tiki huts shall be allowed only in conjunction with the approval of the owner of the property upon which the tiki hut will be located and as part of a conditional use approved under the provisions [Division 4](#) of this Code. Tiki huts shall be further regulated as follows:~~

- ~~a. Only one tiki hut for each approved conditional use on a zoning lot;~~
- ~~b. Such tiki huts shall be located in accordance with an approved site plan;~~
- ~~c. Tiki huts shall be no larger than [36](#) square feet in area with sides that are at least 50 percent open and may have a roof;~~
- ~~d. No tiki hut shall have utility services, shall serve food or drinks, or shall be used for any other service beyond the sales of services for an approved commercial water sports operation.~~

~~(12)~~ Tiki huts shall be removed from the beach in the event of the issuance of a warning for a storm that, in the opinion of the city, is expected to be of sufficient strength to warrant such removal.

~~(23)~~ Any tiki hut or other similar structure placed or erected on the beach after the adoption of this Code without a permit from the city shall in violation of this Code and all remedies shall be sought in accordance with the provisions of [section 3.16](#) of this Code.

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

Issue Considered: Resolution 2016-07: A resolution for the City of St Pete Beach relating to the permitting and regulation of weddings held on city beach areas; providing for specific rules and regulation; and providing for an application procedure.

Date: September 20, 2016

Prepared By: Jennifer McMahon, Recreation Director

Summary of Issue: This is a request to approve Resolution 2016-07 relating to the permitting and regulation of beach weddings on the city's public beaches. By approving the resolution, Commission adopts the Beach Wedding Rules and Regulations Policy, which may be amended from time to time by the City Commission or by the City Manager with City Commission Authorization. The policy outlines specific rules and regulations that will address issues occurring on the beaches currently and gives law enforcement regulations to enforce.

Funding: N/A

Requested Motion: "I move to approve Resolution 2016-07....(read title)"

Attachments: Resolution 2016-07

**Reviewed by
City Manager** WS

RESOLUTION NO. 2016-07

A RESOLUTION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, RELATING TO THE PERMITTING AND REGULATING OF WEDDINGS HELD ON CITY BEACH AREAS; PROVIDING FOR SPECIFIC RULES AND REGULATIONS; AND PROVIDING FOR AN APPLICATION PROCEDURE.

WHEREAS, the City Commission, for its residents, businesses, and visitors, desires to keep its beaches clean, safe, and to preserve the surrounding natural areas at all times; and

WHEREAS, the City Commission receives a significant number of requests to conduct weddings on its beaches, which are allowed by the City; and

WHEREAS, the City Commission has received complaints from residents, businesses, and visitors that some beach weddings interfere with their peace and quiet enjoyment; and

WHEREAS, the City Commission desires to adopt new rules, regulations and permitting criteria to allow for beach weddings; and

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

Section One: The above recitals are true and correct and are incorporated herein by reference.

Section Two: The City Commission hereby adopts the attached “Beach Wedding Rules and Regulations” dated _____, which may be amended from time to time by the City Commission or by the City Manager with City Commission Authorization.

Section Three: The City Manager shall cause to be prepared a “Beach Wedding Permit Application” consistent with the content of the “Beach Wedding Rules and Regulations” as adopted hereto.

Section Four. This Resolution shall be effective fifteen (15) days after adoption and signature of the Mayor or alternate.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2016.

THE CITY OF ST. PETE BEACH, FLORIDA:

Deborah Schechner, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

(city seal)

Rebecca Haynes, City Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

Andrew Dickman, City Attorney

Beach Wedding Rules and Regulation Policy

Purpose:

To provide guidelines and expectations to individuals and businesses that obtain beach wedding permits on the public areas of St Pete Beach. A permit is required by the city in order to conduct a wedding on our public beaches. The beach wedding application can be found at www.spbrec.com. All applications must be received at least 14 days prior to the wedding date.

Policy:

City beaches are to be kept clean at all times. The recipient of a beach wedding permit is responsible to ensure that no arches, chairs, fence, ribbons, bubble bottles, beverage containers, cigarette butts, decorations, or any other wedding paraphernalia is remains on the beach after the wedding.

Only real, undyed flower pedals shall be allowed on the beach for use at beach weddings. Fake flower petals made of silk, plastic, nylon or other non-natural materials shall not be permitted.

Equipment and setup for beach weddings.

- Amplified sound is allowed provided it complies with the City's noise ordinance.
- Decorations cannot be attached to City property, including but not limited to signs, dune walkovers, trash receptacles.
- Tents must be 10' x 10' or smaller.
- No items that need a vehicle to transport on the beach is permitted.
- All beach wedding equipment must be off the beach after the ceremony, at no time is it permitted to remain on the beach overnight.
- Each beach wedding permit is for no more than a 5 hour timeframe. This timeframe includes all deliveries, set up and clean up.

Restrictions.

- No open flames, glass, alcohol, fireworks, pets or animals are permitted.
- No lit Chinese lanterns or balloons are allowed to be used or released.
- No helium balloons, rice, birdseed, confetti and streamers are permitted due to environmental concerns.
- No generators, or motor vehicles are permitted on the beach.
- No portion of the public beach access shall be obstructed or utilized for a wedding ceremony. No beach access, pathway or sidewalk can be obstructed for access by the general public.
- Ceremony must be set up outside a 50 foot radius from the end of the beach walkover
- No vehicles are allowed on the beach at any time.
- No Alcohol is permitted on the beach at any time.

Parking.

- All wedding related parking must be in legal, designated parking spaces only. This includes loading and unloading ceremony materials.
- Parking is paid metered parking from 8 am – 8 pm. Parking spots are public and cannot be restricted.
- All parking restrictions and regulations must be obeyed.
- Public or private driveways shall not be blocked at any time.
- All public parking spaces used in association with the beach wedding shall be paid for. All vehicles in violation of this regulation shall be ticketed and towed at the owner's expense.
- Day parking passes may be purchased from the City's Community Development Department located at city hall, 155 Corey Avenue. The Department's phone number is 727-363-924.
- A beach wedding permit does not include special or additional parking privileges. No special parking permits shall be issued for the wedding or small ceremonies to accommodate additional parking needs.

Wedding photography. The City recognizes that the City's beaches have many natural and beautiful settings for wedding photos. All beach wedding photography must adhere to environmental rules and obey the beach signs. No beach wedding photography shall be allowed on rock jetties, beach dunes, and other pristine natural areas.

Beach Wedding Receptions. The City does not permit private receptions on the public beach before or after the wedding ceremony. However, there are many commercial venues for wedding receptions by contacting the Tampa Bay Beaches Chamber Information Center at (727) 360-6957 or at www.tampabaybeaches.com. The City shall not assist in beach wedding planning.

Turtle Nesting Season. April through October of each year sea turtles lay eggs along all beach areas in the City, and the hatchlings emerge 50-60 days later. Hatchling survival relies on keeping the beach clean and flat, and dark between dusk and dawn when they head towards the water, looking for reflections on the water of stars and the moon. Any artificial lighting visible to the hatchlings will disorient them. During the turtle nesting season, no lights (tiki torches, string lights, lamps, etc.) are permitted on the beach after sunset. Leaving the sand flat is best practices during this season. Holes and mounds can cause nesting mothers or hatchlings to get stuck. If they are stuck after the sun comes up, they are likely to die.

Permits. The City's beach wedding permit can be obtained at www.spbrec.com. All beach wedding permits must be received by the City at least 14 days prior to the wedding date. No beach wedding permit shall be issued on Memorial Day Weekend (Friday – Monday), the 4th of July holiday, Labor Day Weekend (Friday – Monday) or for any location that will interfere with a major special event. Other dates may be excluded at the discretion of City administration.



City of St. Pete Beach Beach Wedding Permit Application

The Couple's Names: _____
Wedding Contact/Coordinator (If applicable): _____
Address of Marrying Couple: _____
Point of Contact's Phone Number: _____
Point of Contact's Email: _____

Date of the Ceremony: _____ Number of people attending: _____

Set Up Time: _____ Ceremony Time: _____ Clean Up Time: _____
Each beach wedding permit is for no more than a 5 hour timeframe. This timeframe includes all deliveries, set up and clean up.

St. Pete Beach Public Beach Locations:

Pass-a-Grille Beach: from 22nd Ave beach access to 1st Ave beach access.

Upham Beach: from 71st (North Beach) Ave to 67th Ave (South Beach)

Exact Location of Ceremony: *Please specify the beach access point (i.e. between 15th and 16th Ave beach access points on Pass-A-Grille Beach):* _____

Locations may be limited depending on the time of year.

Will you be putting up an arch? Yes No

Will you be setting up any chairs? Yes No

If so how many? _____

Will you be setting up any other equipment for the ceremony?

If so, please list: _____

Rental Equipment Company (if applicable): _____

I have read and understand the City of St Pete Beach's *Beach Wedding Rules and Regulation Policy*. The recipient of a beach wedding permit is responsible to ensure all the rules and regulations are followed.

Signature of wedding contact

Date

Print Name

Please return this application to Jennifer McMahon, Recreation Director at rddirector@stpetebeach.org or mail to:

City of St Pete Beach
Attn: Jennifer McMahon
155 Corey Ave
St. Pete Beach, Fl 33706

Beach Wedding Fees: *Effective July 1, 2016*

St Pete Beach Resident: \$100

Non-Resident: \$250

Beach wedding without commercial support (no equipment, chairs, etc) limited to 20 people.

St Pete Beach Resident: \$50

Non-Resident: \$75

Permit fees can be made over the phone with a visa or mastercard by calling 727-363-9245 or by mailing a check to the address above made out to THE CITY OF ST PETE BEACH.

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

Issue Considered: Resolution 2016-15: A resolution of the City of St. Pete Beach relating to the present status of the City's Sanitary Sewer system; establishing temporary sanitary sewer policies.

Date: September 20, 2016

Prepared By: Andrew Dickman, City Attorney

Through: Wayne Saunders, City Manager

Summary of Issue: In light of the extremely poor condition of the city's sanitary sewer system revealed by the analysis and report prepared by Kimley-Horn and Associates, Inc., the city needs a clear and consistent statement regarding how it will handle applications for new development and redevelopment while the city undertakes repairs and replacements of the sanitary sewer system. The attached resolution gives the administration precise direction from the City Commission, and gives the community the city's policy going forward.

Requested Motion: I move to approve Resolution No. 2016-15 on first reading (read title).

Attachments Resolution 2016-15

**Reviewed by the
City Manager**

WS

RESOLUTION NO. 2016-15

A RESOLUTION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, RELATING TO THE PRESENT STATUS OF THE CITY'S SANITARY SEWER SYSTEM; ESTABLISHING TEMPORARY SANITARY SEWER POLICIES; PROVIDING INSTRUCTIONS TO THE CITY ADMINISTRATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of St. Pete Beach maintains a sanitary sewer system which convey waste water to the City of St. Petersburg for treatment; and

WHEREAS, the City Commission retained the services of consultants to conduct an I&I study and capacity study of the City's sanitary sewer infrastructure; and

WHEREAS, the analysis revealed serious compromises that require immediate repair and/or replacement; and

WHEREAS, the analysis further revealed that even after repairs are completed, the system will continue to operate in a surcharged condition without capacity for additional flows; and

WHEREAS, the City Commission desires to immediately begin designing, repairing, replacing and improving the City's failing sanitary sewer system, a project expected to take several years; and

WHEREAS, the City Commission desires to establish clear guidance to the City Manager and provide information to the citizens and businesses in the City as to development and redevelopment during the pendency of the sanitary sewer system corrections.

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

Section One. The above recitals are true and correct and are incorporated herein by reference.

Section Two. The City Commission directs the City Manager to continue using all available resources to keep the City's sanitary sewer system operational during high tides, storm events, and other situations that may cause the system to fail.

Section Three. The City Commission directs the City Manager use all allocated funds to hire, with City Commission authorization as needed, engineers, contractors and the like to begin fixing and/or replacing the city's existing sanitary sewer system.

Section Five. The City Commission instructs the City Manager to inform all applicants for new development or redevelopment that the City will not authorize any such developments without an approved plan or project that will provide adequate capacity in the City's sanitary sewer system concurrent with the completion of the development or redevelopment and prior to any sanitary sewer flow being introduced into the City's system. *No Certificate of Occupancy shall be issued until such*

time as the above described capacity is available or other methods for sewer disposal approved by the City are in place, and which will not negatively impact the City's sanitary sewer system.

Section Seven. The City Commission authorizes the City Manager to consider approval of applications for new development or redevelopment that produce no net increase or a net decrease in sanitary sewer flow into the City's sanitary sewer system. Consideration of approval shall be based upon, in part, comparing historic sanitary sewer flows from the subject property with projected sanitary sewer flows of the proposed new development or redevelopment project. *Such applications may be approved by the City Manager only after a demonstration that the new development or redevelopment does not negatively impact the current sanitary sewer system.*

Section Eight. In order for the City to determine sanitary sewer flow impacts on the City's sewer system, net flows and the ability to permit the proposed new development or redevelopment, all applicants must provide the City with professionally acceptable, current data and analysis, including but not limited to historic sanitary sewer flow data and calculated sanitary sewer flow for proposed new development or redevelopment projects.

Section Ten. This Resolution shall be effective fifteen (15) days after adoption and signature of the Mayor or alternate.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2016.

THE CITY OF ST. PETE BEACH, FLORIDA:

Deborah Schechner, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST: (city seal)

Rebecca Haynes, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney