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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, November 15, 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.
2. **Changes to the Agenda** - Any agenda items to be added, moved, or deleted will be addressed at this time. Added items will be assigned agenda item numbers and moved items should remain with the same item numbers. Notation will be made that those items will be taken out of order. Consent items may be removed for discussion, changes, and/or anticipation of a non-unanimous vote and considered separately on the request of anyone on the Commission or by a majority vote of the City Commission upon request of an audience member.
3. **Audience Comments** - Comments shall be limited to 3 minutes per person to issues not on the agenda, 21 minutes in total.
4. **Consent**
 - a. **Authorization for the City Manager to sign the Employee Health Insurance Enrollment renewal with Florida Blue.**
 - b. **Authorization for the City Manager to sign and send a letter to Florida Blue acknowledging the commission level being paid to our agent of record – Sun Risk Management, Inc.**
 - c. **Authorization for the City Manager to sign an Employer Agreement with Guardian to provide employee dental insurance for 2017.**

- d. Authorization to approve a special event application request for beach fire on PAG beach on December 15, 2016**
- e. Authorization to for street closures for 4 craft shows and to hang banners over 75th Avenue at Boca Ciega Drive for the following Corey Area Business Association 2017 events:**
 - Corey Art & Craft Show January 14-15 , 2017**
 - Corey Art & Craft Show March 25-26, 2017**
 - Corey Art and Craft Show June 3-4, 2017**
 - Corey Art and Craft Show December 2-3, 2017**
- f. Authorize the City Manager to sign Amendment No. 1 to the Interlocal Agreement between Pinellas County and the City of St. Pete Beach for the relocation of Pinellas County Utilities and reclaimed water lines maintained by Pinellas County in conjunction with Phase I (north) of the Pass-a-Grille Way Reconstruction Project.**
- g. Authorize the City Manager to sign an Interlocal Agreement between Pinellas County and the City of St. Pete Beach for the relocation of Pinellas County Utilities maintained, supplied and operated by Pinellas County in conjunction with the Blind Pass Road Reconstruction Project.**
- h. Authorize the City Manager to enter into a purchase agreement with Seminole Septic for \$18,950 for emergency pumping of the wastewater system to facilitate cleaning of our blocked and surcharged wastewater trunk lines.**
- i. Authorize the City Manager to execute a change order to the existing agreement with Taborelli Construction, Inc. for \$17,987.70 for the Upham Beach Deck Replacement project.**

5. Action Items

- a. Authorization to transmit Comprehensive Plan Amendment 02-16 to the Department of Economic Opportunity and other mandated reviewers per FS 163.**
- b. Authorize the City Manager to enter into a purchasing agreement with Alan Jay Nissan for the purchase of a 2017 Nissan Frontier pick-up truck in the amount of 20,271.33 for the Community Development Department.**

c. City Manager Compensation

6. Ordinances

- a. Ordinance 2016-03, Final Reading and Adoption, amending chapter 86. Utilities, of the City of St. Pete Beach Code of Ordinances, Section(s) 86-147 - 86-153, pertaining to fats, oils, and grease (FOG).**
- b. Ordinance 2016-22, First Reading and Public Hearing, an ordinance of the City of St. Pete Beach, Florida providing for a supplemental appropriation to the General Fund for fiscal year ending September 30, 2016, providing for funding and providing an effective date.**

7. Resolutions

- a. Resolution No. 2016-18, Re-appointing the Parking Citation Hearing Officer, Administrative Appeals Hearing Officer and Special Magistrate.**

8. Items for Discussion- No items submitted at this time.

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

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

11. Adjournment

APPEAL: In accordance with Florida Statute 286.0105, if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. 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: Authorization for the City Manager to sign the Employee Health Insurance Enrollment renewal with Florida Blue.

Date: November 15, 2016

Prepared By: Colette Graston, Human Resources Administrator

Through: Wayne Saunders, City Manager

Summary of Issue: The Employees Benefits Committee (made up of one employee from each department) and Sun Risk Management, our insurance broker, have been meeting to determine which health insurance plan would best meet the needs of the employees for 2017.

Sun Risk Management asked for rates from several insurance companies for comparison purposes. Florida Blue, our current carrier, was able to provide a quote that decreased the premium for our base HMO plan by .5%. The other companies that quoted rates were significantly higher.

Funding: Various Department accounts

Requested Motion: "I authorize the City Manager to sign the Employee Health Insurance Enrollment renewal with Florida Blue."

Attachments: Renewal Information

**Reviewed by
City Manager:** WS

ENROLLMENT SUMMARY

For Groups with 51+ Eligible Employees

Medicare Secondary Payor Compliance

Multiple Employer Plan: a plan sponsored by more than one employer. **Multi-employer plan:** a plan jointly sponsored by employers and unions.

If you are a single employer plan:

☒ Yes ☐ No Our Company employed 20 or more employees** each working day in 20 or more calendar weeks during the current or preceding calendar year.

If you are a single employer, multiple employer, or multi-employer plan:

☒ Yes ☐ No Our Company employed 100 or more employees** on 50 percent or more of the business days during the preceding calendar year.

If you are a multiple employer or a multi-employer plan:

☐ Yes ☐ No All employers in our Group Health Plan (GHP) employed 20 or more employees** for 20 or more weeks in either the current or preceding calendar year.

☐ Yes ☐ No At least one of the employers in our GHP employed 20 or more employees** for 20 or more weeks in either the current or preceding calendar year.

☐ Yes ☐ No All employers in our GHP employed fewer than 20 employees** for 20 or more weeks in either the current or preceding calendar year.

***"Employees" includes all full and/or part time employees

Common Ownership/Controlled Group Compliance

☐ Yes ☒ No Our Company is part of a common ownership or Controlled Group as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") states that all persons treated as a single employer under subsection (b), (c), (m), or (o) of section 414 of the Internal Revenue Code of 1986 shall be treated as one employer.

General Information

Group Name	CITY OF ST PETE BEACH	Tax ID #	59-6000423
Group Number	B6459	Group Sales Rep/Agent	LINDSEY CRAWFORD
Employer Contribution Toward Employees Premium		Effective Date	1/1/2017
a. Small Group (required) 100% 1-3 employees, 50% 4-50 employees			100
b. Large Group (recommended) 50% 51+ employees			
What was the average total number of all employees (full-time, part-time, and seasonal) in the previous calendar year?			

II. Recap of Employee Participation

Participation must be collected in certain scenarios. Please use the drop down and select the option that most fits your company.
Renewal w/76 or more Enrolled without Benefit Changes

Please read the information below and provide electronic signatures when the document is completed.

I certify that the above information is correct to the best of my knowledge. I understand that this information will be used to determine my company's compliance with Blue Cross Blue Shield of Florida, INC. and/or Health Options, INC. eligibility and Underwriting Guidelines, as well as the applicability of State and Federal laws relating to my company and plan. Blue Cross Blue Shield of Florida INC. and/or Health Options, INC. reserves the right to request a UCT-6 or other documentation as evidence of business activity at any time and from time to time in order to validate my compliance with eligibility and Underwriting Guidelines, as well as validate the applicability of State and Federal laws.

I certify that the applicant is a single employer under section 414 of Internal Revenue Code of 1986 (26 U.S.C. 414 (b), (c), (m), or (o)), and under any applicable state law.

I understand that any person who knowingly and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Officer of the Company's Signature

Date/Time Field

CITY OF ST PETE BEACH

Revised Renewal

Current

Benefit Overview				
Plan Designs				
Calendar Year Deductible (CYD)				
Deductible (Individual)	In-Network			
Deductible (Family Aggregate)	In-Network			
(Individual/Family)	Out-of-Network			
Consequence				
	In-Network			
	Out-of-Network			
Out of Pocket Maximum (In-Network/Out-of-Network)				
	Individual			
	Family			
Office Services				
	In-Network Family Physician			
	In-Network Providers			
	Out-of-Network Providers			
	In-Network e-Office Visit			
Provider Services at Hospital & ER				
	In and Out of Network			
Hospital Services				
	Inpatient In-Network			
	Inpatient Out-of-Network			
Outpatient In-Network				
	Outpatient In-Network			
	Outpatient Out-of-Network			
Emergency Room Services				
	In-Network			
	Out-of-Network			
Preventive Health				
	Mammograms			
	Well Child			
	Adult Wellness In-Network			
	Adult Wellness Out-of-Network			
Prescription Drug Copays:				
	Deductible			
	Generic			
	Brand			
	Non-formulary			
	Self-administered Injectables			
Mail Order Prescriptions (90 Day Supply)				
Lifetime Maximum	0359	126-127	45	59
ENROLLMENT				
Single	4	20	2	22
Spouse	0	4	2	5
Employee + Spouse	0	4	2	5
Employee + Child(ren)	0	2	3	6
Employee + Family	0	2	3	6
Total Participation				80
Estimated Monthly Premium:				
Total Estimated Annual Premium :				
% Increase by Plan:				
Total % Increase:				

Florida Blue				
BlueOptions HCR D359	BlueCare HMO26-127 2016	BlueCare HMO 45	BlueCare HMO 59	
\$500	\$1,500	\$1,500	\$500	
\$1,500	\$3,000 / \$3,000 (Non-Embedded)	\$4,500	\$1,000	
\$750 / \$2,250	Not Covered	Not Covered	Not Covered	
80%	90%	90%	90%	
60%	N/A	N/A	N/A	
\$2,500 / \$5,000	\$3,000	\$4,000	\$3,500	
\$5,000 / \$10,000	\$6,000 / \$6,000 (Non-Embedded)	\$8,000	\$7,000	
\$20 Copay	DED + CONSEQUENCE	\$30 Copay	\$15 Copay	
\$40 Copay	DED + CONSEQUENCE	\$35 Copay	\$35 Copay	
DED + 50% Consequence	Not Covered	Not Covered	Not Covered	
\$10 Copay	DED	\$10 Copay	\$10 Copay	
In-Network DED+Consequence	DED + CONSEQUENCE	In-Network DED + Consequence	\$0 In-Network	
Option 1/2 - \$600 / \$1,000	DED + CONSEQUENCE	DED + CONSEQUENCE	\$500 Copay	
Option 1/2 - Therapist \$45 Copay/\$60	Not Covered	Not Covered	Not Covered	
Copay Option 1/2 - All Other Services	Therapy \$55 Copay All Other Services \$400 Copay	Therapy \$55 Copay All Other Services \$400 Copay	Therapy \$55 Copay All Other Services \$350 Copay	
\$200 Copay/\$300 Copay	Not Covered	Not Covered	Not Covered	
DED+Consequence	Not Covered	Not Covered	Not Covered	
\$100 Copay	DED + CONSEQUENCE	\$250 Copay	\$100 Copay	
\$100 Copay	DED + CONSEQUENCE	\$250 Copay	\$100 Copay	
\$0 Copay	50 Copay	50 Copay	50 Copay	
\$0 Copay	50 Copay	50 Copay	50 Copay	
CONSEQUENCE	Not Covered	Not Covered	Not Covered	
\$0	In-Network DED	\$0	\$0	
\$10	\$10	\$10	\$10	
\$30	\$50	\$30	\$30	
\$50	\$80	\$50	\$50	
See Medication Guide	See Medication Guide	See Medication Guide	See Medication Guide	
\$25/\$75/\$125	\$25/\$75/\$125	\$25/\$75/\$125	\$25/\$75/\$125	
N/A	UNLIMITED	UNLIMITED	UNLIMITED	
BlueOptions HCR D359	BlueCare HMO26-127 2016	BlueCare HMO 45	BlueCare HMO 59	
\$750	\$1,500	\$1,500	\$500	
\$1,500	\$3,000 / \$3,000 (Non-Embedded)	\$4,500	\$1,000	
\$1,043	\$1,043	\$1,043	\$1,143	
\$2,191.60	\$1,543.21	\$1,750.03	\$1,883.67	
\$3,066.16	\$19,660.36	\$15,110.80	\$34,559.35	
	\$868,760.04			
	N/A	N/A	N/A	
	N/A	N/A	N/A	

Florida Blue				
BlueOptions HCR D359	BlueCare HMO26-127 2016	BlueCare HMO 45	BlueCare HMO 59	
\$500	\$1,500	\$1,500	\$500	
\$1,500	\$3,000 / \$3,000 (Non-Embedded)	\$4,500	\$1,000	
\$750 / \$2,250	Not Covered	Not Covered	Not Covered	
80%	90%	90%	90%	
60%	N/A	N/A	N/A	
\$2,500 / \$5,000	\$3,000	\$4,000	\$3,500	
\$5,000 / \$10,000	\$6,000 / \$6,000 (Non-Embedded)	\$8,000	\$7,000	
\$20 Copay	DED + CONSEQUENCE	\$30 Copay	\$15 Copay	
\$40 Copay	DED + CONSEQUENCE	\$35 Copay	\$35 Copay	
DED + 50% Consequence	Not Covered	Not Covered	Not Covered	
\$10 Copay	DED	\$10 Copay	\$10 Copay	
In-Network DED+Consequence	DED + CONSEQUENCE	In-Network DED + Consequence	\$0 In-Network	
Option 1/2 - \$600 / \$1,000	DED + CONSEQUENCE	DED + CONSEQUENCE	\$500 Copay	
Option 1/2 - Therapist \$45 Copay/\$60	Not Covered	Not Covered	Not Covered	
Copay Option 1/2 - All Other Services	Therapy \$55 Copay All Other Services \$400 Copay	Therapy \$55 Copay All Other Services \$400 Copay	Therapy \$55 Copay All Other Services \$350 Copay	
\$200 Copay/\$300 Copay	Not Covered	Not Covered	Not Covered	
DED+Consequence	Not Covered	Not Covered	Not Covered	
\$100 Copay	DED + CONSEQUENCE	\$250 Copay	\$100 Copay	
\$100 Copay	DED + CONSEQUENCE	\$250 Copay	\$100 Copay	
\$0 Copay	50 Copay	50 Copay	50 Copay	
\$0 Copay	50 Copay	50 Copay	50 Copay	
CONSEQUENCE	Not Covered	Not Covered	Not Covered	
\$0	In-Network DED	\$0	\$0	
\$10	\$10	\$10	\$10	
\$30	\$50	\$30	\$30	
\$50	\$80	\$50	\$50	
See Medication Guide	See Medication Guide	See Medication Guide	See Medication Guide	
\$25/\$75/\$125	\$25/\$75/\$125	\$25/\$75/\$125	\$25/\$75/\$125	
N/A	UNLIMITED	UNLIMITED	UNLIMITED	
BlueOptions HCR D359	BlueCare HMO26-127 2016	BlueCare HMO 45	BlueCare HMO 59	
\$750	\$1,500	\$1,500	\$500	
\$1,500	\$3,000 / \$3,000 (Non-Embedded)	\$4,500	\$1,000	
\$1,043	\$1,043	\$1,043	\$1,143	
\$2,191.60	\$1,543.21	\$1,744.28	\$1,883.67	
\$3,066.16	\$19,580.51	\$15,061.17	\$34,466.52	
	\$866,587.30			
	-0.4%	-0.3%	-0.3%	
	1.3%			

This is an overview of benefits ONLY. Please refer to the detailed benefit summaries for more information. In the event of a discrepancy the contract or detailed benefit summary will prevail.

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

Issue Considered: Authorization for the City Manager to send/sign a letter to Florida Blue acknowledging the commission level being paid to our agent of record – Sun Risk Management, Inc.

Date: November 15, 2016

Prepared By: Colette Graston, Human Resources Administrator

Through: Wayne Saunders, City Manager

Summary of Issue: Annually the City sends a letter to our health insurance provider acknowledging the commission level being paid to our agent of record.

Funding: N/A

Requested Motion: “I authorize the City Manager to send/sign a letter to Florida Blue acknowledging the commission level being paid to our agent of record – Sun Risk Management, Inc.”

Attachments: Florida Blue letter

**Reviewed by
City Manager:** WS



THE SUNSET CAPITAL OF FLORIDA

155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

November 15, 2016

Florida Blue
4800 Deerwood Campus Parkway
Jacksonville, FL 32246

Re: City of St. Pete Beach
Group # B6459

To Whom It May Concern,

Please allow this letter to serve as confirmation the City is aware of the current commission level being paid to our agent of record, the level is included in our rates, and will continue for the following year as outlined below:

Commission Percentage: 5%
Agent Name: Paula Beersdorf
Agency Name: Sun Risk Management, Inc.
Contract Period: January 1, 2017 to December 31, 2017

If you have any questions or concerns, please do not hesitate to contact me.

Thank you,

Wayne Saunders
City Manager

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

Issue Considered: Authorization for the City Manager to sign an Employer Agreement with Guardian to provide employee dental insurance for 2017.

Date: November 15, 2016

Prepared By: Colette Graston, Human Resources Administrator

Through: Wayne Saunders, City Manager

Summary of Issue: This is the second year of Guardian providing dental insurance to the City. They have submitted a renewal agreement with a 10% increase in cost and maintaining the same benefits.

Funding: Various Department accounts

Requested Motion: "I authorize the City Manager to accept the Guardian renewal rates for employee dental insurance."

Attachments: Renewal Information

Reviewed by
City Manager: _____ WS

Renewal Rates At-a-Glance

This plan is currently offered for Insurance Class 1

DENTAL PLAN RATES - VALUE NA					
Tier	Enrolled Employees	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
EE	19	\$20.22	\$4,610	\$22.24	\$5,071
EE & SP	8	\$47.50	\$4,560	\$52.25	\$5,016
EE & CH	4	\$53.63	\$2,574	\$58.99	\$2,832
FAMILY	4	\$81.50	\$3,912	\$89.65	\$4,303
TOTAL	35		\$15,656		\$17,221

If you have determined that your group is subject to ACA regulations which require you to include pediatric dental essential health benefits, Guardian can provide these benefits. Please contact your local Sales Office for options.

This plan is currently offered for Insurance Class 1

DENTAL PLAN RATES - PPO W1					
Tier	Enrolled Employees	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
EE	28	\$32.85	\$11,038	\$36.14	\$12,143
EE & SP	11	\$76.96	\$10,159	\$84.66	\$11,175
EE & CH	5	\$81.20	\$4,872	\$89.32	\$5,359
FAMILY	11	\$126.39	\$16,683	\$139.03	\$18,352
TOTAL	55		\$42,752		\$47,029

If you have determined that your group is subject to ACA regulations which require you to include pediatric dental essential health benefits, Guardian can provide these benefits. Please contact your local Sales Office for options.

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

Issue Considered: Authorization to approve a special event application request for beach fire on PAG beach on December 15, 2016

Date: November 15, 2016

Prepared By: Jennifer McMahon, Recreation Director

Summary of Issue: Pass-a-Grille Community Association is requesting to have their annual beach fire on public beach on December 15, 2016 from dusk until 10pm. Also at the event is singing, hot chocolate and cookies. The beach fire would be located on the beach at 8th Ave. The event was approved for co-sponsorship from the city to provide assistance in digging the hole and moving pallets on the beach. Beach fires on public beaches require approval from fire marshal, city manager and commission. Before fire marshal issues a permit she will ensure the organizers uses wood that is clean wood, no nails on pallets, hole to be a maximum 4ft in diameter, area roped off 20ft in diameter around the fire. These stipulations will be on the permit certificate once the approval is granted.

Funding: N/A

Requested Motion: “I move to authorize the approval of special event application request for beach fire on PAG Beach on December 15, 2016.”

Attachments: Event application

**Reviewed by
City Manager** WS



BEACH FIRE PERMIT APPLICATION

Application must be submitted 14 days in advance of event date

COMPLETE AND RETURN TO:

St Pete Beach Recreation Department
7701 Boca Ciega Dr.
St Pete Beach, FL 33706
(727) 363 - 9245

Date of Beach Fire: 12/15/16 Hours: dusk (AM/PM) to 10⁰⁰ (AM/PM)

Beach Fire Location: End of 8th Avenue beach on the Property Owner Sign- City of St Pet Beach
(Authorization is required from the property owner)

Event Coordinator/Applicant:

Title:

Phone:

Organization: PAGCA (Passagville Community Assn.) 813 928 4070

Summary of Event Activities: bonfire, singing, cookies, hot chocolate

Estimated Attendance: 100

Only clean, dry, non-pressure treated wood will be used
Beach fires must be a maximum diameter of 4 feet
Beach fires shall not be left unattended and shall be extinguished by the Applicant at the completion of the event
Wind velocity must not exceed 15 mph
Extinguisher must be present (either pressurized H2O or 2A 10-BC dry powder)
Roped off area 20 feet in diameter around the fire
No sea oats within 75 feet of pit area
Fires must be extinguished by 10:30 p.m.
From May 1 through Oct 31 permission must be obtained from the Florida Dept. of Environmental Protection
Each facility is limited to three (3) beach fires per month

DO YOU HAVE PROOF OF PERMISSION FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THIS EVENT?
YES ☐ NO ☒ (Required during the turtle nesting season, May 1st. through Oct. 31st.) To obtain a State permit, call (850) 922-4330.

DO YOU HAVE PROOF OF LIABILITY INSURANCE FOR THIS EVENT? Yes ☐ No ☐ (The City may require that a liability bond be posted to insure that no damage is done; the amount of which is to be determined by the Risk Management according to the intensity of the event.)

I HEREBY CERTIFY THAT I/WE WILL BE RESPONSIBLE FOR THE PRESERVATION, SANITATION, AND CLEANUP OF THE AREAS USED FOR THIS EVENT. ADDITIONALLY, I/WE CERTIFY THAT THERE IS NO MISREPRESENTATION IN THE FOREGOING STATEMENTS AND ANSWERS

[Signature] & Lisa Marone 600 Passagville way St Pet Beach 33706 813 928 4070
(Applicant Signature) (Address) (Phone)

Applications for beach fires on the Public Beach REQUIRES approval by the City of St Pete Beach, City Manager and/or the City Commission.

APPROVED: () DENIED: ()

(Signature of City Manager or his/her designee & Date)

(Signature of designee for the City Commission & Date)

BEACH FIRE PERMITS MAY BE REVOKED BY ANY CITY OFFICIAL WHEN CONDITIONS BECOME A NUISANCE OR A PUBLIC SAFETY HAZARD DUE TO SMOKE, FUMES OR ADDITIONAL FIRE OR LIFE/PUBLIC SAFETY HAZARDS, INCLUDING A "BURN BAN" ISSUED BY THE FLORIDA DIVISION OF FORESTRY.

FLORIDA FIRE PREVENTION CODE
ST. PETE BEACH CITY ORDINANCE:
PINELLAS COUNTY ORDINANCE:

F.S.S. 633
ARTICLE II, SPECIAL EVENT PERMITS, CD26:3
OPEN BURNING, REFERENCE PC80-10 FSS590

BY ORDER OF:

(Signature of: Fire Chief or Fire Marshal and/or his/her designee)

(DATE)



City of St. Pete Beach Recreation
Department

Event Application

Applicant

Name of Applicant: PAGCA/Wendy Savage Title (if applicable): PAGCA Bonfire

Name of Organization (if applicable): PAGCA

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

Mailing Address: 1500 pass agnille way St Pete Beach FL 3370

Cell Phone: 813 928 4070 Email: SKaWeBe@aol.com

Event Information

Event Title: PAGCA Bonfire Event/Organization Web Address: PAGCA

Event Location(s): On the Beach across from 8th Ave in Pass agnille

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>12/15/2016</u>	<u>Thursday</u>	<u>dusk</u>	<u>1000pm</u>

Set Up Date(s): 12/15/16 Time(s) to

Cleanup Date(s): 12/15/16 Time(s) to

Description of Event: bonfire, singing, cookies, hot chocolate

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

Event Logistics

Estimated Attendance 100 This Year 100 Last Year (if Applicable)

List all event activities: bonfire, singing, cookies, hot chocolate

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

Why do you need the City to provide, or assist with, the items listed above?

PTACA does not have the needed equipment
1/16 Hole

What is the impact on the event if the City does not provide the level of co-sponsorship requested?

unable to hold event

What benefits will the event provide for the City of St Pete Beach, as well as its citizens? What is the economic impact this event has on this community (include study if you have one available)

The events builds community in St Pete Beach and helps residents celebrate the season together.

What other agencies are you looking to co-sponsor with? (list name and affiliation to event)

n/a

What are the alternate funding sources that you have looked into?

none

What is the prior history of the event? If it is an annual event, what do you expect to change from last year?

This is an annual event held for many years.

How do you plan to measure the success of the event?

The event will be successful if people attend and enjoy the event.

Marketing Plan Attached?

____ Yes

☒ No

Detailed Budget Attached?

____ Yes

☒ No

Maintenance of Traffic Plan Attached?

____ Yes

☒ No

Site Plan Attached?

☒ Yes

____ No

A COMPLETED SPECIAL EVENT APPLICATION MUST ACCOMPANY THIS APPLICATION!

Please attach any other pertinent information to this application that will help substantiate your need for City co-sponsorship.

(See instructions and time line on next page)

City Of St Pete Beach
Application for City Co-sponsorship October 1, 2016 - September 30, 2017
(See instructions on page 3)

GENERAL EVENT INFORMATION

DATE OF APPLICATION: 11/3/15

NAME OF EVENT: PAGCA Bonfire

LOCATION: End of 8th Avenue on the Beach

DATE(S): 12/15/2016

HOURS: dusk - 10⁰⁰pm

PURPOSE (Why is the event being produced?):

community activity

DESCRIPTION (Give specific details and operations of the event; Use additional sheets if needed):

bonfire, singing, cookies, hot chocolate

WILL THERE BE ALCOHOL AT THE EVENT? _____ Yes

X No

TARGET AUDIENCE (Number of people and demographics expected):

100 - St Pete beach, pass-a-grille residents

APPLICANT (The organization promoting or sponsoring the event.)

NAME OF ORGANIZATION: PAGCA

TYPE OF ORGANIZATION: _____ Profit

X Non-Profit

ADDRESS: 1500 pass a grille way

CITY: St Pete Beach

STATE: FL

ZIP: 33706

AUTHORIZED PERSON IN CHARGE: _____

PHONE: Work: _____

Home/Cell: 813 928 4070

Fax: n/A

E-MAIL: skawebe@aol.com

CITY PARTICIPATION REQUESTED (Please include additional sheets as necessary to clarify your request)

Specifically what do you want the City to provide as a co-sponsor? (Make all of your requests specific)

Example: do not say "we need tables"; be specific, say "we need 20, 8-foot banquet tables at the venue from May 23-26."

We require a hole to be dug on the beach at
the end of 8th Avenue

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

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

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

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

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

List times of music and/or amplified sound (list PA systems, microphone, speakers, amps) dusk - 10⁰⁰

Electricity Needed ☒ Yes ☐ No Source: _____

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

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

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

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

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

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

Road	Start Intersection	End Intersection	Date	Times
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

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

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

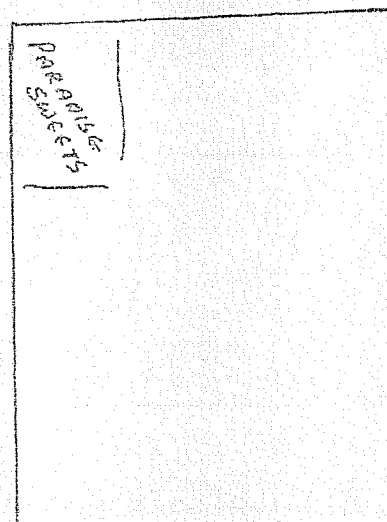
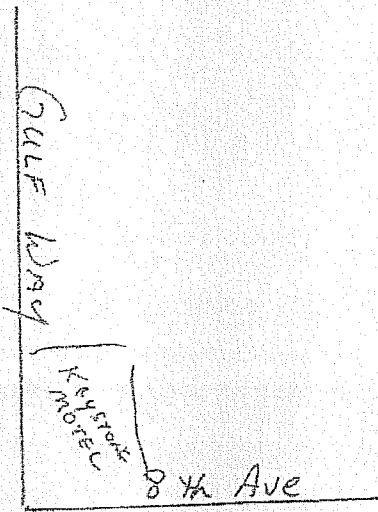
Wendy Savage
Print Name

PACA
Corporation Name (if applicable)

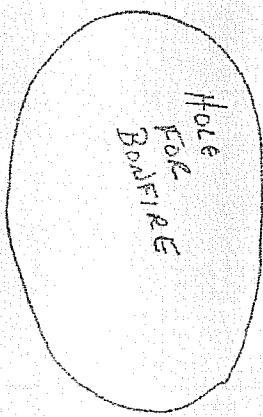
[Signature]
Signature

10/17/2016
Date

E



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W

GULF OF MEXICO

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

Issue Considered: Authorization to for street closures for 4 craft shows and to hang banners over 75th Avenue at Boca Ciega Drive for the following Corey Area Business Association 2017 events:
Corey Art & Craft Show January 14-15 , 2017
Corey Art & Craft Show March 25-26, 2017
Corey Art and Craft Show June 3-4, 2017
Corey Art and Craft Show December 2-3, 2017

Date: November 15, 2016

Prepared By: Jennifer McMahon, Recreation Director

Summary of Issue: The Corey Area Business Association request permission for street closure for the 4 above craft shows on 200-400 blocks of Corey Ave and to have banners erected over 75th Ave announcing their 2017 events. The January date is the same as the SPB Classic. The event organizers have agreed to begin the show each day that month at 11am and have vendors set up at 4am and cleared out for the street closures that begin at 6am for the race. This plan was reviewed and approved by PCSO and Fire marshal. The City Commission must approve their request in order to get permission from FDOT to permit the banner installation. If approved, the banners will be installed/removed as follows:
Arts & Craft Show (Installation 1/9/17, Removal 1/16/17)
Art & Craft Show (Installation 3/20/17, Removal 3/27/17)
Art & Craft Show (Installation 5/26/17, Removal 6/5/17)
Art & Craft Show (Installation 11/27/17, Removal 12/4/17)

The Public Services Department charges \$184.00 for each banner installed at each location.

Requested Motion: “I move to authorize the approval of the Application for 4 event street closures and Banner Installation over 75th Avenue.”

Attachments: Event and banner application, map

**Reviewed by
City Manager** WS



City of St. Pete Beach Recreation Department

Event Application

Applicant

Name of Applicant: Wonne Marcus Title(if applicable): CABA - VP
 Name of Organization (if applicable): Corey Area Business Association
 Tax Exempt? ☒ Yes ☐ No Non-Profit? ☒ Yes ☐ NO If yes on either, please provide documentation
 Mailing Address: PO Box 67393 St Pete Beach FL 33736
 Cell Phone: 727-580-8331 Email: artexpogallery@tampabay.rr.com

Event Information

Event Title: Art + Craft Show Event/Organization Web Address: artfestival.com
 Event Location(s): 200-400 Blocks of Corey Ave

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>Jan 14-15, 2017</u>	<u>Sat + Sun</u>	<u>11 AM</u>	<u>6p</u>
<u>Mar 25-26, 2017</u>	<u>"</u>	<u>10 AM</u>	<u>5p</u>
<u>Jun 3-4, 2017</u>	<u>"</u>	<u>10 AM</u>	<u>5p</u>
<u>Dec 2-3, 2017</u>	<u>"</u>	<u>10 AM</u>	<u>5p</u>

Set Up Date(s): * 4am (Jan) 6 AM (Mar, Jun, Dec) Time(s) _____ to _____
 Cleanup Date(s): _____ Time(s) _____ to _____

Description of Event: Art + Craft Vendor Show.

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

Event Logistics

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

List all event activities: Craft, art, and food vendors on street

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

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

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

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

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

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

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

Electricity Needed ☐ Yes ☒ No Source: _____

Will portable restrooms be used? ☒ Yes ☐ No If yes (include on site plan): One ADA compliant toilet for every 10 per location behind law office at corner of Corey
Blind Pass

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

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>200-400 Block</u>	<u>Mangrove to Boca Ciega</u>		<u>Jan 14-15</u>	<u>4am - 7pm</u>
<u>of</u>	<u>Boca Ciega to Blind Pass</u>		<u>March 25-26</u>	<u>6am - 6p</u>
<u>Corey Ave</u>	<u>Blind Pass to Gulf Blvd</u>		<u>June 3-4</u>	<u>6am - 6p</u>
			<u>Dec 2-3</u>	<u>6am - 6p</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.

YVonne Marcus
Print Name

CABA
Corporation Name (if applicable)

YVonne Marcus
Signature
11/2/16
Date

APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS RIGHT OF WAY

FOR FDOT USE ONLY
Permit No.:

APPLICANT INFORMATION

Name of Applicant/Organization: Corey Area Business Association

Address: PO Box 67393, St Pete Beach, FL 33736

Telephone #: 727-580-8331 Fax #: _____ E-Mail: artexpogallery@tampabay.rr.com

Contact person (This person will serve as the contact person for all questions concerning the banner application and placement): Jennifer McMahon

Address (if different from above): 155 Corey Ave, St Pete Beach, FL 33706

Telephone #: 727-363-9274 Fax #: _____ E-Mail: rddirector@stpetebeach.org

Date of Request: 11/15/2016

LOCATION AND DISPLAY PERIOD

This is a request to place ☐ pole banners ☒ street banners ☐ on the right of way of:

Highway name & number: 75th Ave and Boca Ciega Dr (SR 693 Section 15110)

From (south or west limits): 0.096

To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____

To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____

To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____

To (north or east limits): _____

Projected installation date: 1/9/17

Banners will be removed on or before (if applicable): 1/16/17

Signature of Applicant
or Contact Person: Jennifer McMahon

Date: 11/2/16

LOCAL GOVERNMENTAL ENTITY APPROVAL

Name of Local Governmental Entity: City of St Pete Beach

Name of signing official (please print): Wayne Saunders, City Manager

Telephone #: 727-363-9231 Fax #: 727-363-9249 E-Mail: wsaunders@stpetebeach.org

Signature of local official: _____ Date: _____

CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT

1. Pole banners must be at least 14 ½ feet above the pavement elevation. Street banners must be a minimum of eighteen (18) feet above the pavement elevation.
2. Pole banners will clear the face of the curb (if present) by at least two (2) feet.
3. The applicant (or applicant's designee) will maintain the banners as permitted.
4. The installation of the banners will not require the installation of poles or other support devices on the right of way.
5. The applicant and sponsoring organization will hold the Florida Department of Transportation harmless to the extent allowed by the laws of Florida in all matters concerning the banners and bear all expenses for defense of claims against the Florida Department of Transportation.
6. The applicant is responsible for any damages to public property resulting from the materials or the work of this permit.
7. A sketch of the proposed banners is attached.
8. View of traffic control devices is not impeded to those served by the erection of these permitted banners.

Signature of District Permits

APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS RIGHT OF WAY

FOR FDOT USE ONLY

Permit No.:

APPLICANT INFORMATIONName of Applicant/Organization: Corey Area Business AssociationAddress: PO Box 67393, St Pete Beach, FL 33736Telephone #: 727-580-8331 Fax #: _____ E-Mail: artexpogallery@tampabay.rr.comContact person (This person will serve as the contact person for all questions concerning the banner application and placement): Jennifer McMahonAddress (if different from above): 155 Corey Ave, St Pete Beach, FL 33706Telephone #: 727-363-9274 Fax #: _____ E-Mail: rddirector@stpetebeach.orgDate of Request: 11/15/2016**LOCATION AND DISPLAY PERIOD**This is a request to place ☐ pole banners ☒ street banners ☐ on the right of way of:Highway name & number: 75th Ave and Boca Ciega Dr (SR 693 Section 15110)From (south or west limits): 0.096

To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____

To (north or east limits): _____

Highway name & number: _____

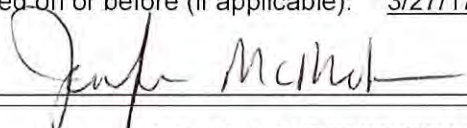
From (south or west limits): _____

To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____

To (north or east limits): _____

Projected installation date: 3/20/2017Banners will be removed on or before (if applicable): 3/27/17Signature of Applicant
or Contact Person: Date: 11/2/16**LOCAL GOVERNMENTAL ENTITY APPROVAL**Name of Local Governmental Entity: City of St Pete BeachName of signing official (please print): Wayne Saunders, City ManagerTelephone #: 727-363-9231 Fax #: 727-363-9249 E-Mail: wsaunders@stpetebeach.org

Signature of local official: _____ Date: _____

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Fax #: _____

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To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____

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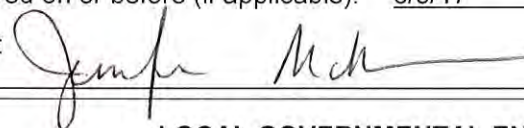
Highway name & number: _____

From (south or west limits): _____

To (north or east limits): _____

Projected installation date: 5/26/2017Banners will be removed on or before (if applicable): 6/5/17

Signature of Applicant

or Contact Person: Date: 11/2/16**LOCAL GOVERNMENTAL ENTITY APPROVAL**Name of Local Governmental Entity: City of St Pete BeachName of signing official (please print): Wayne Saunders, City ManagerTelephone #: 727-363-9231Fax #: 727-363-9249E-Mail: wsaunders@stpetebeach.org

Signature of local official: _____

Date: _____

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To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____

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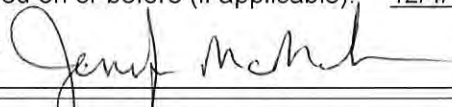
From (south or west limits): _____

To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____

To (north or east limits): _____

Projected installation date: 11/27/17Banners will be removed on or before (if applicable): 12/4/17Signature of Applicant
or Contact Person: Date: 11/2/16**LOCAL GOVERNMENTAL ENTITY APPROVAL**Name of Local Governmental Entity: City of St Pete BeachName of signing official (please print): Wayne Saunders, City ManagerTelephone #: 727-363-9231 Fax #: 727-363-9249 E-Mail: wsaunders@stpetebeach.org

Signature of local official: _____ Date: _____

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Signature of District Permits

**APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS
RIGHT OF WAY****APPLICATION FOR BANNER**

AGREEMENT: By signing the reverse of this form, each applicant agrees to the provisions of Section 14-43.001(5)(d), Florida Administrative Code:

1. To the extent provided by law, the Applicant shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Applicant(s), its agents or employees arising from activities under this permit.
2. When the Department receives a notice of claim for damages that may have been caused by the Applicant in the performance of activities that arise under this permit, the Department will forward the claim to the Applicant. The Applicant and the Department will evaluate the claim and report their findings to each other within 14 working days and will discuss options in defending the claim. The Applicant shall bear all expenses for defense of claims against the Department.

REQUIRED ATTACHMENTS:

- A sketch or drawing of the banner(s), drawn to scale, including any message, logo, or emblem that will appear on the banner.
- A sketch of the specific location(s) of the banner(s), including height, location of supports, proximity to utility poles.
- Sketches, photographs, or specific descriptions of the method used to affix the banner to the support structure.
- Load rating analysis (or photocopy of previously-submitted analysis) bearing the seal of a professional engineer.



City Hall

Boca Ciega Dr

200 block of Corey Ave.

US Post Office

300 block of Corey Ave.

Blind Pass Rd

400 block of Corey Ave.

Gulf Blvd

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

Issue

Considered: Authorize the City Manager to sign Amendment No. 1 to the Interlocal Agreement between Pinellas County and the City of St. Pete Beach for the relocation of Pinellas County Utilities and reclaimed water lines maintained by Pinellas County in conjunction with Phase I (north) of the Pass-a-Grille Way Reconstruction Project.

Date: November 15, 2016

Prepared By: Mike Clarke, Public Works Director

Summary of Issue: In order to establish the procedures and cost sharing for the relocation and replacement of existing Pinellas County utilities, the City entered into a Interlocal Agreement with the County on May 12, 2015.

Since the execution of this agreement, the City has requested that an Addendum be issued which, among other items, would change the percentage paid by the County for 16" reclaimed water transmission lines from 25% to 43%. The amendment also increases the total reimbursement limit for reclaimed water from \$350,000 to \$602,000, as well as several other minor modifications to the original agreement.

Funding: CIP – Pass-A-Grille Way North Reconstruction

Requested Motion: "I move to authorize the City Manager to sign Amendment No. 1 to the Interlocal Agreement between Pinellas County and the City of St. Pete Beach for the relocation of Pinellas County Utilities and reclaimed water lines maintained by Pinellas County in conjunction with Phase I (north) of the Pass-a-Grille Way Reconstruction Project."

Attachments: Amendment No. 1 to Interlocal Agreement
Original Interlocal Agreement, dated May 12, 2015

Reviewed by City Manager: WS

AMENDMENT NO. 1

TO THE INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND THE CITY OF ST. PETE BEACH FOR THE RELOCATION OF PINELLAS COUNTY UTILITIES AND RECLAIMED WATER LINES MAINTAINED BY PINELLAS COUNTY IN CONJUNCTION WITH THE PROPOSED ROADWAY, SIDEWALK AND DRAINAGE CONSTRUCTION IMPROVEMENTS ALONG PASS-A-GRILLE WAY FROM EL CENTRO STREET TO 19TH AVENUE.

THIS AMENDMENT to the Interlocal Agreement is made and entered into as of the ____ day of ____, 2016, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as "COUNTY", and the CITY OF ST. PETE BEACH, FLORIDA, a municipal corporation within said Pinellas County, acting by and through its City Commission, herein referred to as "CITY", collectively referred to as the "PARTIES".

WHEREAS, on May 12, 2015, the PARTIES entered into an Interlocal Agreement for reclaimed water lines related to construction improvements along Pass-A-Grille Way from El Centro Street to 19th Avenue; and

WHEREAS, at the time the original Reclaimed Water Service Agreement, which was executed on September 4, 1991, the PARTIES estimated the usage volumes of reclaimed water in order to determine the cost sharing for the 16" reclaimed water transmission line relocations; and

WHEREAS, the Parties have subsequently reviewed the Wholesale Reuse Flow Readings and determined that the five-year average, from October 2010 through September 2015, reflects a 43% usage by the COUNTY on behalf of Tierra Verde and a 57% usage by the CITY; and

WHEREAS, the PARTIES desire that the cost of line relocations for the 16" reclaimed water transmission line more accurately reflect the line usage.

NOW, THEREFORE, in consideration of the above and the mutual terms, covenants and conditions contained herein, the PARTIES agree that Section 5 Funding and Invoicing of the Agreement is amended as follows:

SECTION 5

FUNDING AND INVOICING

The COUNTY will pay 100% of the total cost of construction and relocation of the following: a 16" potable water transmission line (approximately 4,400 linear feet); an 8" potable water distribution line (approximately 4,400 linear feet); service connections, appurtenances and all the fire hydrants related to the 16" potable water transmission line relocation; and installation of a new 8" potable water distribution line along Pass-A-Grille Way, all of which the total cost shall not exceed One Million Nine Hundred Thousand and 00/100 Dollars (\$1,900,000.00).

Based upon the Five (5) year average wholesale reuse flow readings, the COUNTY will pay 43% of the cost for the 16" reclaimed water transmission line relocations (approximately 4,150 linear feet) and appurtenances related to the 16" reclaimed water transmission line relocation along Pass-A-Grille Way, all of which the total cost shall not exceed Six Hundred Two Thousand and 00/100 Dollars (\$602,000.00). Relocation of reclaimed water service lines and associated appurtenances are not part of this Amendment No. 1 and the CITY shall pay 100%.

The COUNTY will additionally pay 10% of the total cost of construction and relocation of COUNTY UTILITIES and 10% of the COUNTY's share of the cost of construction and relocation of reclaimed water lines, all of which the total cost shall not exceed Two Hundred Fifty Thousand Two Hundred Dollars (\$250,200.00), and will cover the cost for mobilization, maintenance of traffic (MOT), and miscellaneous administrative fees for the PROJECT.

The CITY shall initially pay the total construction cost for the PROJECT. The CITY will invoice the COUNTY for the costs of the relocation of COUNTY UTILITIES, and the COUNTY's share of the reclaimed water lines, not to exceed Two Million Seven Hundred Fifty-Two Thousand, Two Hundred Dollars (\$2,752,200.00) upon approval of the COUNTY Project Manager and without unreasonable delay, except that this cost may exceed \$2,752,200.00 pursuant to Section 4 of the Agreement, but in no circumstance shall the CITY be responsible for the cost to relocate COUNTY UTILITIES.

This Amendment is attached to and made a part of the Interlocal Agreement. In the event of any inconsistency between the terms of this Amendment and the printed, typewritten or handwritten terms of the Interlocal Agreement, the terms of this Amendment shall control.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the PARTIES hereto, or their lawful representative, have executed this Amendment as of the date first above written.

CITY OF ST. PETE BEACH,
a municipal corporation
of the State of Florida

PINELLAS COUNTY, FLORIDA, a
political subdivision of the State of
Florida, by and through its Board of
County Commissioners

By: _____
Deborah Schechner, City Mayor

By: _____
Chairman

ATTEST:

ATTEST: KEN BURKE, Clerk

By: _____
Rebecca C. Haynes, City Clerk

By: _____
Deputy Clerk
(Seal)

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Andrew Dickman, City Attorney

By: _____
Office of the County Attorney

**BOARD OF COUNTY
COMMISSIONERS**

Dave Eggers

Pat Gerard

Charlie Justice

Janet C. Long

John Morroni

Karen Williams Seel

Kenneth T. Welch



May 27, 2015

Ms. Rebecca C. Haynes
City Clerk
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

Subject: Inter-Local Agreement with the City of St. Pete Beach
for the relocation of utilities in conjunction with the roadway,
sidewalk and drainage improvements along Pass-A-Grille Way

Dear Ms. Haynes,

Enclosed is an executed original of the inter-local agreement with the City
for the relocation of utilities in conjunction with the roadway, sidewalk and
drainage improvements along Pass-A-Grille Way for your records.

Should you have any questions, please feel free to call me at (727) 464-5316.

Sincerely,
OFFICE OF ENGINEERING & TECHNICAL SUPPORT

Trina Shisler
Sr. Contract Service Specialist

Enclosures

c: Wayne Saunders, City Manager, SPB
Billy Bay, Project Manager, PCU



INTERLOCAL AGREEMENT

BETWEEN PINELLAS COUNTY AND THE CITY OF ST. PETE BEACH FOR THE RELOCATION OF PINELLAS COUNTY UTILITIES AND RECLAIMED WATER LINES MAINTAINED BY PINELLAS COUNTY IN CONJUNCTION WITH THE PROPOSED ROADWAY, SIDEWALK AND DRAINAGE CONSTRUCTION IMPROVEMENTS ALONG PASS-A-GRILLE WAY FROM EL CENTRO STREET TO 19TH AVENUE.

SECTION 1 INTENT OF AGREEMENT

This AGREEMENT, made and entered into this 12th day of May, 2015, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as "COUNTY", and the CITY OF ST. PETE BEACH, FLORIDA, a municipal corporation within said Pinellas County, acting by and through its City Commission, herein referred to as "CITY", collectively refer to as the "PARTIES".

WITNESSETH that:

WHEREAS, the CITY desires to construct roadway and drainage system improvements along Pass-A-Grille Way; and

WHEREAS, the COUNTY owns and operates potable water lines, service connections, appurtenances and fire hydrants (also referred to herein as "UTILITIES" or "COUNTY UTILITIES"); and

WHEREAS, the COUNTY and CITY jointly own and operate reclaimed water lines that require relocation along Pass-A-Grille Way, from El Centro Street to 19th Avenue, as described in Exhibit A, attached and incorporated, herein referred to as the "PROJECT"; and

WHEREAS, the COUNTY is required to relocate its UTILITIES as part of the PROJECT, and agrees to reimburse the CITY for the total cost to relocate its UTILITIES.

NOW, THEREFORE, in consideration of the monies hereinafter agreed to be paid and the mutual covenants contained herein, the PARTIES hereby mutually agree as follows:

SECTION 2 SCOPE OF CONSTRUCTION SERVICES

The scope of Construction Services for the PROJECT shall include the following:

The relocation of potable water lines including the service connections, fire hydrants, appurtenances and reclaimed water lines found to be in conflict with the proposed roadway and drainage system improvements along Pass-A-Grille Way, from El Centro Street to 19th Avenue.

SECTION 3 SERVICES TO BE PROVIDED BY THE CITY

The CITY'S Engineer shall design the roadway, sidewalk and drainage improvements as part of the Pass-A-Grille Way roadway and drainage improvement plans and produce construction drawings, specifications, quantity list and cost estimate.

Upon acceptance and approval of the construction plans and specifications by all PARTIES, the CITY shall hire a private contractor to construct the PROJECT.

The CITY will provide a representative to attend construction meetings and inspect the construction of the roadway and drainage improvements to ensure that construction is completed in accordance with the construction plans and specifications.

Upon completion of the entire PROJECT, the CITY shall ensure that any warranty, including materials, equipment, workmanship and closeout documents, by the contractor constructing the PROJECT, is passed on to the COUNTY under the same terms and conditions as that warranty applies to facilities constructed or installed on behalf of the CITY.

SECTION 4 SERVICES TO BE PROVIDED BY THE COUNTY

The COUNTY will produce construction drawings, specifications, a quantity list and cost estimate for the relocation of the potable water lines, reclaimed water line, fire hydrants, appurtenances and service connections suitable to construct the PROJECT. If the cost estimates exceed the amount allocated by the COUNTY in Section 5 of this Agreement, the PARTIES shall meet and the COUNTY, without unreasonable delay, shall determine whether it will pay the excess cost or redesign the scope of relocating its UTILITIES to meet its stated budget expressed in Section 5 of this Agreement, or the COUNTY may decide to terminate this Agreement in accordance with Section 8. In no case shall the CITY be responsible for costs to relocate COUNTY UTILITIES. In the event of an excess cost to relocate the COUNTY UTILITIES, the COUNTY shall notify the CITY of its decision in writing.

The COUNTY will submit and obtain any permits associated with the relocation and operation of the COUNTY UTILITIES as part of the PROJECT.

The COUNTY will provide a representative to attend construction meetings and inspect the construction of the PROJECT to ensure that COUNTY standards are met.

When construction of the work is completed, the COUNTY shall own, operate and maintain the COUNTY UTILITIES and shall continue to maintain and operate the reclaimed water lines per the existing Reclaimed Water Agreements with the CITY.

SECTION 5 FUNDING AND INVOICING

The COUNTY will pay 100% of the total cost of construction and relocation of the 16" potable water transmission line (approximately 4,400 linear feet), 8" potable water distribution line (approximately 4,400 linear feet) and service connections, appurtenances and all the fire

hydrants related to the 16" potable water transmission line relocation and installation of a new 8" potable water distribution line along Pass-A-Grille Way which shall not exceed One Million Nine Hundred Thousand Dollars (\$1,900,000.00).

Per the existing Reclaimed Water Agreement with the CITY, the COUNTY will pay 25% of cost for the 16" reclaimed water transmission line relocations (approximately 4,150 linear feet) and appurtenances related to the 16" reclaimed water transmission line relocation along Pass-A-Grille Way which shall not exceed Three Hundred Fifty Thousand Dollars (\$350,000.00). Relocation of reclaimed water service lines and associated appurtenances are not part of this agreement and the CITY shall pay 100%.

The COUNTY will additionally pay 10% of the total cost of construction and relocation of COUNTY UTILITIES and 10% of the COUNTY's share of the cost of the construction and relocation of the reclaimed water lines which shall not exceed Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) that will cover mobilization, maintenance of traffic (MOT), and miscellaneous administrative fees of the PROJECT.

The CITY shall initially pay the total construction cost for the PROJECT. The CITY will invoice the COUNTY for the costs of the relocation of COUNTY UTILITIES, and the COUNTY'S share of the reclaimed water lines, not to exceed Two Million, Four Hundred Seventy-Five Thousand Dollars (\$2,475,000.00) upon approval of the COUNTY Project Manager and without unreasonable delay, except that this cost may exceed \$2,475,000.00 pursuant to Section 4 of this Agreement, but in no circumstance shall the CITY be responsible for the cost to relocate COUNTY UTILITIES.

During construction, the CITY shall process invoices from the contractor and submit a copy to the COUNTY along with progress reports and requests for payment. The COUNTY shall pay the CITY in accordance with the Florida Prompt Payment Act time schedule for construction projects.

SECTION 6 ACCOUNTING RECORDS

Records of expenses pertaining to all services performed shall be kept in accordance with generally recognized accounting principles and procedures.

SECTION 7 TERM OF AGREEMENT

This Agreement shall commence on the date of execution and shall remain in effect until the CITY provides to the COUNTY mutually agreeable documentation which substantiates that this Agreement has been fully performed.

SECTION 8 TERMINATION

Upon written notice, this Agreement may be terminated by any of the PARTIES in the event of a "substantial failure to perform" of another party to fulfill its obligation under this Agreement through no fault of the terminating party, or if the COUNTY decides not to relocate its UTILITIES in accordance with Section 4 of this Agreement. This Agreement shall be deemed terminated on the fifteenth (15th) day after receipt of written notice of termination. The CITY, however, shall be entitled to receive payment for all work completed as of the date of termination.

SECTION 9 NOTICE

All notices or reports under this Agreement shall be directed to the following addresses:

Project Manager for the COUNTY: Guillermo Q. Bay, E.I.
Office of Engineering & Technical Support
14 S. Ft. Harrison Avenue, 6th Floor
Clearwater, FL 33756

Project Manager for the CITY: Ian Wade, P.E.
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

Engineer of Record for the CITY: Jeff Earhart, P.E.
CPWG, Inc.
2215 Wembley Place
Oviedo, FL 32765

SECTION 10 PRIOR AGREEMENTS

Nothing in this Agreement is intended to modify the Reclaimed Water Service agreement between the COUNTY and the CITY and the CITY of SOUTH PASADENA executed September 24, 1991 and the Renewal Agreement for Maintenance and Customer Services between the COUNTY and the CITY executed November 4, 1997.

SECTION 11 ENTIRE AGREEMENT

This document, including the recitals above, embodies the whole Agreement of the PARTIES with respect to the subject matter herein. There are no promises, terms, conditions or allegations other than those contained herein and this document shall supersede all previous communications, representations, whether written or verbal, between the PARTIES with respect to the subject matter herein. This Agreement may be modified only in writing executed by all PARTIES. This Agreement shall be binding upon the PARTIES, their successors, assigns and legal representatives.

IN WITNESS WHEREOF, the PARTIES hereto, or their lawful representative, have executed this Agreement as of the date first above written.

CITY OF ST. PETE BEACH,
a municipal corporation
of the State of Florida

PINELLAS COUNTY, FLORIDA, a
political subdivision of the State of
Florida, by and through its Board of
County Commissioners

By: Maria Lowe
Maria Lowe, City Mayor

By: John Moumi
Chairman 5-19-15

ATTEST:

ATTEST: KEN BURKE, Clerk

By: Rebecca Hayes
Rebecca Hayes, City Clerk

By: Arline J. Smutke
Deputy Clerk
(Seal)

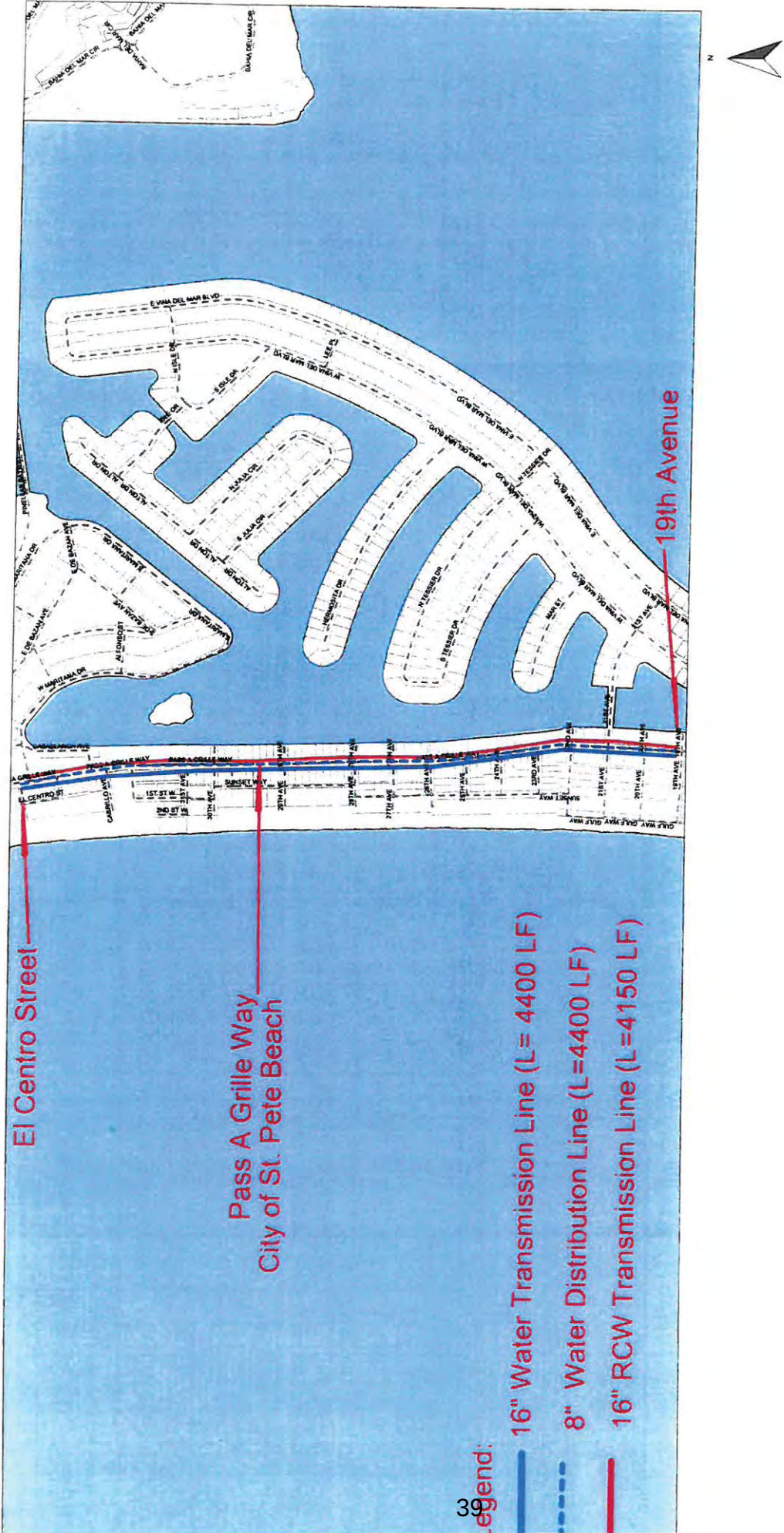
APPROVED AS TO FORM:

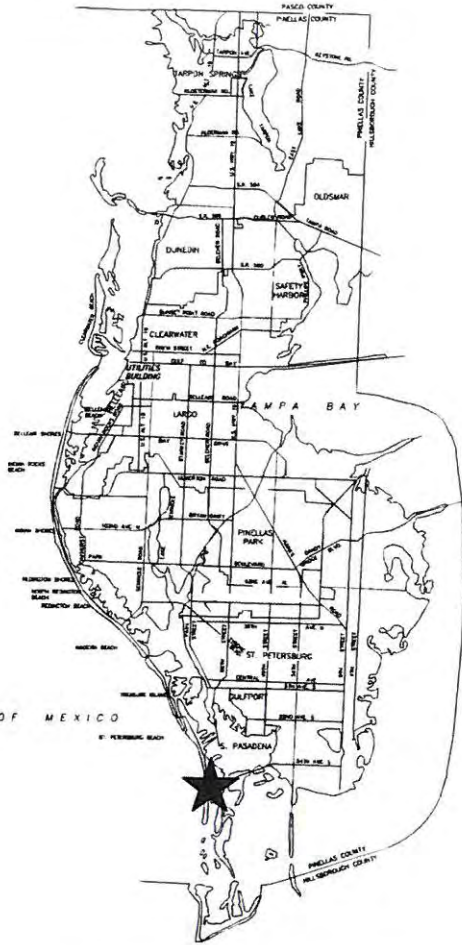
APPROVED AS TO FORM:

By: A. Al.
Office of City Attorney

By: Johna Moumi
Office of the County Attorney

Exhibit A - Pass A Grille Way - Road and Drainage Improvements





EL CENTRO ST.

PASS A GRILLE
WAY ROAD

19TH AVE.

PASS A GRILLE WAY RD. AND DRAINAGE IMPROVEMENTS LOCATION MAP

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

Issue

Considered: Authorize the City Manager to sign an Interlocal Agreement between Pinellas County and the City of St. Pete Beach for the relocation of Pinellas County Utilities maintained, supplied and operated by Pinellas County in conjunction with the Blind Pass Road Reconstruction Project.

Date: November 15, 2016

Prepared By: Mike Clarke, Public Works Director

Summary of Issue: In order to establish the procedures and cost sharing for the relocation and replacement of existing Pinellas County utilities, the County has drafted an Interlocal Agreement with the City of St. Pete Beach.

This agreement is similar to the agreement currently in place for the Pass-a-Grille Way reconstruction project, with the exception of the fact that the Blind Pass Road project does not contain any reclaimed water transmission lines.

Funding: CIP – Blind Pass Road Reconstruction

Requested Motion: “I move to authorize the City Manager to sign an Interlocal Agreement between Pinellas County and the City of St. Pete Beach for the relocation of Pinellas County Utilities maintained, supplied and operated by Pinellas County in conjunction with the Blind Pass Road Reconstruction Project.”

Attachments: Interlocal Agreement

Reviewed by City Manager: WS

INTERLOCAL AGREEMENT

BETWEEN PINELLAS COUNTY AND THE CITY OF ST. PETE BEACH FOR THE RELOCATION OF PINELLAS COUNTY UTILITIES MAINTAINED, SUPPLIED AND OPERATED BY PINELLAS COUNTY IN CONJUNCTION WITH THE PROPOSED ROADWAY, SIDEWALK AND DRAINAGE CONSTRUCTION IMPROVEMENTS ALONG BLIND PASS ROAD FROM GULF BOULEVARD TO 75TH AVENUE.

SECTION 1 INTENT OF AGREEMENT

This AGREEMENT, made and entered into this _____ day of _____, 2016, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as "COUNTY", and the CITY OF ST. PETE BEACH, FLORIDA, a municipal corporation within said Pinellas County, acting by and through its City Commission, herein referred to as "CITY", collectively referred to as the "PARTIES".

WITNESSETH that:

WHEREAS, the CITY desires to construct roadway, sidewalk and drainage system improvements along Blind Pass Road; and

WHEREAS, the COUNTY owns and operates potable water transmission and distribution mains, service connections, fire hydrants and appurtenances referred to herein as "UTILITIES" that will require relocation at the area along Blind Pass Road, from Gulf Boulevard to 75th Avenue as described in Exhibit A, herein referred to as the "PROJECT"; and

WHEREAS, the COUNTY is required to relocate its UTILITIES as part of the PROJECT and agrees to reimburse the CITY for the total cost to relocate its UTILITIES; and

NOW, THEREFORE, in consideration of the monies hereinafter agreed to be paid and the mutual covenants contained herein, the PARTIES hereby mutually agree as follows:

SECTION 2 SCOPE OF CONSTRUCTION SERVICES

The scope of Construction Services for the PROJECT shall include the following:

The relocation of potable water mains, multiple service connections, fire hydrants and appurtenances found to be in conflict with the proposed roadway, sidewalk and drainage system improvements, pursuant to the construction drawings, along Blind Pass Road, from Gulf Boulevard to 75th Avenue.

SECTION 3

SERVICES TO BE PROVIDED BY THE CITY

The CITY's Engineer shall design the roadway, sidewalk and drainage improvements as part of its Blind Pass Road roadway, sidewalk and drainage improvement plans and produce construction drawings, specifications, quantity list and cost estimate.

Upon acceptance and approval of the construction drawings and specifications by all PARTIES, the CITY shall hire a private contractor to construct the PROJECT.

The CITY will provide a representative to attend construction meetings and inspect the construction of the roadway and drainage improvements to ensure that construction is completed in accordance with the construction drawings and specifications.

Upon completion of the entire PROJECT, the CITY shall ensure that any warranty, including materials, equipment, workmanship and closeout documents, by the contractor constructing the PROJECT, is passed on to the COUNTY under the same terms and conditions as that warranty applies to facilities constructed or installed on behalf of the CITY.

The CITY shall require that the private contractor add the COUNTY as additional insured to its Commercial General Liability policy.

The indemnification wording in the CITY'S contract with the private contractor shall also include the COUNTY as an indemnified party.

SECTION 4

SERVICES TO BE PROVIDED BY THE COUNTY

The COUNTY will produce utilities relocation documents to address the conflicts with the proposed roadway, sidewalk and drainage system improvements. These documents consist of construction drawings, specifications, quantity list, and cost estimate suitable to construct the PROJECT. If the cost estimates exceed the amount allocated by the COUNTY in Section 5 of this Agreement, the PARTIES shall meet and the COUNTY shall determine whether it will pay the excess cost or redesign the scope of relocating its UTILITIES to meet its stated budget expressed in Section 5 of this Agreement, or the COUNTY may decide to terminate this Agreement in accordance with Section 8. In no case shall the CITY be responsible for costs to relocate COUNTY UTILITIES. In the event of an excess cost to relocate the COUNTY UTILITIES, the COUNTY shall notify the CITY of its decision in writing.

The COUNTY will provide a representative to attend construction meetings and inspect the construction of the PROJECT to ensure that COUNTY standards are met.

The COUNTY will submit and obtain any permits associated with the relocation of the COUNTY'S UTILITIES and operation within the PROJECT.

When construction of the work is completed, the COUNTY shall own, operate, and maintain the up-grades to the potable water mains, service connections, fire hydrants and appurtenances.

SECTION 5 FUNDING AND INVOICING

The COUNTY will pay the total cost of construction, relocation of the potable water mains, service connections, fire hydrants and appurtenances found to be in conflict with the proposed roadway, sidewalk and drainage system improvements along Blind Pass Road, from Gulf Boulevard to 75th Avenue, which shall not exceed One Million, Four Hundred Thousand Dollars (\$1,400,000.00).

The COUNTY will additionally pay 10% of the total cost of construction and relocation of COUNTY UTILITIES which shall not exceed One Hundred, Forty Thousand Dollars (\$140,000.00) that will cover for mobilization, maintenance of traffic and miscellaneous administrative fees of the PROJECT.

The CITY shall initially pay the total construction cost for the PROJECT. The City will invoice the COUNTY for the costs of the relocation of COUNTY utilities, not to exceed One Million, Five Hundred Forty Thousand Dollars (\$1,540,000.00) upon approval of the COUNTY Project Manager, except that this cost may exceed \$1,540,000.00 pursuant to Section 4 of this Agreement, but in no circumstance shall the CITY be responsible for the cost to relocate COUNTY UTILITIES.

During construction, the CITY shall process invoices from the contractor and submit a copy to the COUNTY along with progress reports and requests for payment. The COUNTY shall pay the CITY in accordance with the Florida Prompt Payment Act time schedule for construction projects.

SECTION 6 ACCOUNTING RECORDS

Records of expenses pertaining to all services performed shall be kept in accordance with generally recognized accounting principles and procedures.

SECTION 7 TERM OF AGREEMENT

This Agreement shall commence on the date of execution and shall remain in effect until the CITY provides to the COUNTY mutually agreeable documentation which substantiates that this Agreement has been fully performed.

SECTION 8 TERMINATION

Upon written notice, this Agreement may be terminated by either of the PARTIES in the event of a material breach of the other party to fulfill its obligation under this Agreement through no fault of the terminating party, or if the COUNTY decides not to relocate its UTILITIES in accordance with Section 4 of this Agreement. (A material breach is a failure to do something that is so fundamental to this Agreement that the failure to perform that obligation defeats the essential purpose of this

Agreement or makes it impossible for the other party to perform under this Agreement.) This Agreement shall be deemed terminated on the fifteenth (15th) day after receipt of written notice of termination. The CITY, however, shall be entitled to receive payment for all work completed as of the date of termination.

SECTION 9 NOTICE

All notices or reports under this Agreement shall be directed to the following addresses:

Project Manager for the COUNTY: Guillermo Q. Bay, E.I.
Office of Engineering & Technical Support
14 S. Ft. Harrison Avenue, 6th Floor
Clearwater, FL 33756

Project Manager for the CITY: Ian Wade, P.E.
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

Engineer of Record for the CITY: Gregg Hamm, P.E.
Michael Baker International
5020 West Linebaugh Ave., Suite 240
Tampa, FL 33624

SECTION 10 ENTIRE AGREEMENT

This document embodies the whole Agreement of the PARTIES. There are no promises, terms, conditions or allegations other than those contained herein and this document shall supersede all previous communications, representations, whether written or verbal between the PARTIES with respect to the subject matter herein. This Agreement may be modified only in writing executed by all PARTIES. This Agreement shall be binding upon the PARTIES, their successors, assigns and legal representatives.

IN WITNESS WHEREOF, the PARTIES hereto, or their lawful representative, have executed this Agreement as of the date first above written.

CITY OF ST. PETE BEACH,
a municipal corporation
of the State of Florida

PINELLAS COUNTY, FLORIDA, a
political subdivision of the State of
Florida, by and through its Board of
County Commissioners

By: _____
Deborah Schechner, City Mayor

By: _____
Chairman

ATTEST:

ATTEST: KEN BURKE, Clerk

By: _____
Rebecca Hayes, City Clerk

By: _____
Deputy Clerk
(Seal)

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Andrew Dickman, City Attorney

By: _____
Office of the County Attorney

Exhibit A - Blind Pass Road Improvements, City of St. Pete Beach



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

Issue

Considered: Authorize the City Manager to enter into a purchase agreement with Seminole Septic for \$18,950 for emergency pumping of the wastewater system to facilitate cleaning of our blocked and surcharged wastewater trunk lines.

Date: November 15, 2016

Prepared By: Mike Clarke, Public Services Director

**Summary
Of Issue:**

The City's contractor, Underground Information Technologies, Inc. (UIT), has nearly completed the cleaning and televising of our entire wastewater collection system as part of our ongoing Inflow & Infiltration (I & I) study.

Among the sections yet to be completed is a substantially obstructed section of 21 inch trunk line on Gulf Boulevard. In order to accomplish the cleaning of this line and minimize delays and the likelihood of another sanitary sewer overflow, the City enlisted the services of Seminole Septic to pump wastewater from manholes in support of UIT's crew. Had the City not elected to enlist Seminole Septic for this emergency assistance, this line would have remained obstructed for months to come, making the likelihood of an overflow similar to the one experienced during Hurricane Hermine high.

Funding: CIP – Wastewater I & I Repairs

**Requested
Motion:**

"I move to authorize the City Manager to enter into a purchase agreement with Seminole Septic for \$18,950 for emergency pumping of the wastewater system to facilitate cleaning of our blocked and surcharged wastewater trunk lines."

Attachments: Invoice #54525, #54460, #54461

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

F417

Seminole Septic, Inc.
8530 Starkey Rd.
Seminole, FL 33777-2835

ORIGINAL Invoice

Date	Invoice #
10/17/2016	54460

Office (727)-392-1352 Fax (727)-393-0413

Grease Traps, Lift Stations, Jet Cleaning, Televising, Vactor Combination Truck & More ...

Bill To:

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

RECEIVED RECEIVED

OCT 19 2016

OCT 25 2016

FINANCE TECH

PUBLIC SERVICES

P.O. No.	Terms
	Net 30

Description	Qty	Rate	Amount
10/15/2016 Emergency pumping of Lift Station # 8	12	200.00	2,400.00
10/16/2016 Emergency pumping of Lift Station # 8	18.5	200.00	3,700.00
removed 120,000 gallons			

Thank you for your business.

Per John

Total \$6,100.00

Interest of 1 1/2% per month on past due invoices. Customer agrees to pay all collection costs, including legal fees on past due balances.

Payments/Credits \$0.00

All sales are final.

Balance Due \$6,100.00

Please Process P.O. for Payment

Seminole Septic, Inc.
8530 Starkey Rd.
Seminole, FL 33777-2835

Invoice

Date	Invoice #
10/19/2016	54525

Office (727)-392-1352 Fax (727)-393-0413

Grease Traps, Lift Stations, Jet Cleaning, Televising, Vactor Combination Truck & More --

Bill To:
City of St. Pete Beach 155 Corey Ave. St. Pete Beach, FL 33706

RECEIVED

OCT 25 2016

PUBLIC SERVICES

P.O. No.	Terms
	Net 30

Description	Qty	Rate	Amount
Scheduled pumping of sanitary sewer as directed. 10/17/16 through 10/18/16: Worked 14.5 hours and hauled 56,000 gallons. RECEIVED OCT 31 2016 FINANCE TECH	14.5	200.00	2,900.00

Thank you for your business. <i>Per John</i>	Total	\$2,900.00
Interest of 1 1/2% per month on past due invoices. Customer agrees to pay all collection costs, including legal fees on past due balances.	Payments/Credits	\$0.00
All sales are final.	Balance Due	\$2,900.00

Seminole Septic, Inc.
8530 Starkey Rd.
Seminole, FL 33777-2835

ORIGINAL Invoice

F-17

Date	Invoice #
10/17/2016	54461

Office (727)-392-1352 Fax (727)-393-0413

Grease Traps, Lift Stations, Jet Cleaning, Televising, Vactor Combination Truck & More ...

Bill To:
City of St. Pete Beach 155 Corey Ave. St. Pete Beach, FL 33706

RECEIVED

OCT 19 2016

FINANCE TECH

RECEIVED

OCT 25 2016

PUBLIC SERVICES

P.O. No.	Terms
	Net 30

Description	Qty	Rate	Amount
Scheduled pumping of sanitary sewer as directed. 10/11/16 through 10/14/16: Worked 49.75 hours and hauled 232,000 gallons.	49.75	200.00	9,950.00

Thank you for your business. <i>Per John</i>	Total	\$9,950.00
Interest of 1 1/2% per month on past due invoices. Customer agrees to pay all collection costs, including legal fees on past due balances.	Payments/Credits	\$0.00
All sales are final.	Balance Due	\$9,950.00

Please Process P.O. for Payment

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

Issue

Considered: Authorize the City Manager to execute a change order to the existing agreement with Taborelli Construction, Inc. for \$17,987.70 for the Upham Beach Deck Replacement project.

Date: November 15, 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. 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, Taborelli was determined to be the lowest qualified bidder.

The scope of the project, which had a FY16 budget of \$90,000 (with an additional \$45,000 budgeted for "Phase II" in FY17), included the replacement of the stringers, decking, and hand rail of these structures. The cost associated with replacement of foundations (piles and/or caps) was also requested as an optional service in case replacement was determined to be necessary upon removal of decking.

Upon removal of the decking, which was performed over the past few weeks, it was determined that 13 piles and 13 pile caps needed replacement. Based on the optional service (bid alternate) rates provided by Taborelli in their bid, the attached change order summary was provided to the City.

Also included in this change order request is the additional excavation required beyond the 50 cubic yards stated in the RFB. This additional excavation was necessary to facilitate the removal of the piles and caps as described above.

Funding: FY16/17 CIP – Upham Beach Deck Replacement

Requested Motion: "I move to authorize the City Manager to execute a change order to the existing agreement with Taborelli Construction, Inc. for \$17,987.70 for the Upham Beach Deck Replacement project."

Attachments: Change Order

**Reviewed by
City Manager:** _____ WS

Cost to remove additional tonnage of sand from work area. As agreed with supervisor (backup for change order) as of 10/28/2016				
Amount of additional sand to remove in CY	39		Equipment Operator cost in \$/hr	35
Amount of additional sand to remove in tons.	54.6		Number of piles approved for removal as of 10/28	13
Days of work required to remove the additional sand	2		Cost per pile (\$/pile)- (alternate bid item price #3)	724.45
Number of workers	4		Material credit if existing pile is removed, flipped and re-used- \$/pile	42
Cost of each worker - \$/hr	25		Number of piles we were asked to flip	3
Additional equipment required	1			
Cost of equipment per \$/day	220		Number of pile caps that have been approved for replacement by the walkway	7
Cost of container for sand storage-\$/per haul	250		Number of pile caps approved for replacement in South Side	6
Capacity of container in allowable tons	15		Number of pile caps approved for replacement in Other 1	
Fuel used by euipment in gallons per hour (	2		Number of pile caps approved for replacement in Other 2	
Percentage of time equipment runs	75%			
Cost of fuel- \$/Gal	3		Cost to replace each pile cap - (alternate bid item price #2)	376.75

Results ror removing additional sand, replacing piles, and replacing pile caps - as of 10/28/2016

SAND		
Sand - Number of Hauls Required	4	
Sand - Number of MHRs	64	
Sand - Cost of Labor - Additional		\$ 1,600
Sand - Cost of Hauling		\$ 1,000
Sand - Cost of Equipment		\$ 440
Sand - Cost of Fuel		\$ 72
Sand - Equipment Operator Cost		\$ 560
		\$ -
Sand - Total Additional Cost to us		\$ 3,672
Sand - Cost per Ton	\$ 67	
Sand - Cost Per Yard	\$ 94	
PILES		
PILES - Pile replacement		\$ 9,417.90
PILES - Credit for piles re-used - flipped		
PILES - Cost to replace to date		\$ 9,417.90
PILE CAPS		
PILE CAPS - Walkway		\$ 2,637.30
PILE CAPS - Southside of C. Stand		\$ 2,260.50
PILE CAPS - Other		\$ -
PILE CAPS - Other		\$ -
Total To Date		\$ 4,897.80
TOTAL COST		
Total Cost To Date For Approved (Field Supervisors) Change Order		\$ 3,672.00
No O&P on Change Order Items		\$ -
Total cost to date for approved alternates		\$ 14,315.70
No O&P on alternates		\$ -
Total to date for change orders and alternate bid items		\$ 17,987.70

Owner Signature:

Date:

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

Issue Considered:	Comprehensive Plan Amendment CPA 02-16.
Date:	November 15th, 2016
Prepared By:	Jennifer Bryla– Community Development Director
Through:	Wayne Saunders – City Manager
Summary of Issue	This is an applicant requested Comprehensive Plan Amendment for the Boutique Hotel / Condo character district of the City's Future Land Use Element. The request under consideration is outlined in the Comprehensive Plan Amendment application (02-16). Through this amendment, the applicant is requesting a 1.6 Floor Area Ratio (FAR), a clarification to the front setback language, and an allowance to what items may extend above the roof line. Staff however is recommending a 1.4 FAR and requesting a change to the Impervious Surface Ratio Language. The Local Planning Agency (LPA) offered a recommendation of approval to transmit (4-1). Should the City Commission disagree with Staff's recommendation, the amendment will be adjusted prior to transmittal. Staff is requesting the approval to transmit the amendment package to the Department of Economic Opportunity and to the various reviewing agencies as are required by FS 163.3184. The item will also be submitted to the Pinellas Planning Council for review, as the thresholds requested trigger a Countywide Plan Map Amendment. The amendment was tabled at the November 1st hearing to provide more time for the Commission to review the item. Staff has provided a memo to the Commission which further clarifies some items of concern as well as an amended Staff Report.
Requested Motion:	"I move to approve the transmittal of CPA 02-16 with staff recommendations, to the Department of Economic Opportunity and required reviewing agencies.
Attachment:	Agenda Report Memo to Commissioners Resolution 2016-15 PPC letter Staff Report

Attachment A
CPA 02-16 application

**Reviewed by the
City Manager**

WS



MEMORANDUM

TO: City Commission, City of St. Pete Beach

FROM: Jennifer Bryla, Community Development Director

COPY: Wayne Saunders, City Manager

DATE: November 2, 2016

RE: BH/C Comprehensive Plan Amendment 02-16

Attach is my revised staff report pertaining to the above matter, clarifying the floor area ratio (FAR) request. Also, below is Staff's supplemental analysis of this proposed comprehensive plan amendment. This analysis is intended to address issues that specifically came up during the transmittal public hearing on November 1, 2016 with the City Commission.

FAR.

The applicant originally requested a 1.8 FAR and amended his request to 1.6. Staff is recommending 1.4, and has conducted the analysis of the proposed amendment based on this recommendation. Staff is deferring to the applicant to present his analysis to support the 1.6 FAR.

Review criteria.

As you review this request, it is important for you to understand that, in general, the State will review the amendment as to its: (i) internal consistency with the City's Comprehensive Plan; (ii) data/analysis to support the amendment; and (iii). compliance with the Community Planning Act (CPA) in chapter 163, part II.

The amendment is being processed in accordance with 163.3184, Florida Statutes ("Process for Adoption of Comprehensive Plans and Plan Amendments.") In addition, staff has evaluated the amendment in accordance with 163.3177("Required and optional elements of Comprehensive

Plan; Studies and Surveys”); 163.3178 (“Coastal Management”); 163.3180 (“Concurrency”); 163.3191 (“Evaluation and Appraisal of Comprehensive Plan”); 163.3245 (“Sector Plans”); 163.3248 (“Rural Land Stewardship Areas”); and relevant County and regional plans. We have determined that out of the compliance reviews above, 163.3191, 163.3245 and 163.3248 are not pertinent to this amendment.

Internal consistency with the City’s Comprehensive Plan.

Staff has reviewed the internal consistency with the City comprehensive plan as a whole in the attached revised staff report and has determined that the amendment is internally consistent with the plan. Again, the specifics of this analysis are in the attached Staff Report.

Data and analysis.

In addition to the attached revised staff report, staff offers the following analysis related to the proposed amendment:

1. Sec. 163.3177(F) requires us to analyze “relevant and appropriate data” to justify the amendment. In addition to the attached staff report and the information presented by the applicant, we have analyzed the *potential* impact of the amendment at “build out.” The build out analysis is required by statute, however, just like the entire comprehensive plan, this is not an automatic entitlement to the property owners in the subject land use district. The City’s Land Development Code (LDC) controls the criteria for how the City reaches build-out. In accordance with 163.3180 and Chapter 29 in the City’s LDC, the City’s concurrency management regulations and system will ensure that no development order within the subject amendment area will be approved unless it can be demonstrated that infrastructure levels of service are adequate to serve the proposed development.

2. By increasing the FAR to 1.4, the total impact to the subject land use district would affect 6 properties that are currently under the recommended FAR and thus if re-developed at 1.4 the yield could be an additional cumulative 184,694 square feet (sf). The remaining four transient lodging facilities would be considered legally non-conforming structures as their FAR’s are over the 1.4. As stated previously, this potential does not guarantee that those affected properties could realize this increase as there are additional performance criteria in the LDC that must be adhered to, in part based on the size of the parcel. Therefore, staff’s directive is to analyze this information with specific focus on the impacts to City infrastructure.

a. **Sanitary sewer.** In 2013 the City met with representatives of State of Florida Department of Environmental Protection (FDEP) to discuss unpermitted discharges of wastewater into the Boca Ciega Bay. From that discussion the City and the FDEP signed a Consent Order (Order) in November of 2014. The Consent Order specified actions the City must take to improve its operation and maintenance of its wastewater system. At this time the City has completed many of the requirements and is on schedule to complete every requirement within the timelines agreed to in the Order.

As stated in the attached revised Staff Report, the City conveys its sanitary sewer to the City of St. Petersburg for treatment at a Level of Service (LOS) of 149.50 gallons per day per capita. The conveyance system runs south to north and then subterraneously to the mainland at St. Petersburg's publicly operated treatment facility. As you are aware, the City recently performed an extensive analysis of the sanitary sewer system city-wide. This analysis revealed multiple failures of a very old system. In short, the City has discovered that presently zero capacity exists in its sanitary sewer system and the City has officially declared by resolution (2016-15) that it will not issue any development order that discharges additional sewer material into the City's system until capacity for additional material is available. (see attached resolution).

Key to the successful capacity restoration is the construction of two new wastewater force main pipes and the integration of the hotel district flows, west of Gulf Boulevard, into the new system configuration. The City has funded the design of three projects and will be selecting Engineer firms within the next few months to begin the designs. Parallel to this solution is the effort to reduce the amount of Inflow and Infiltration (I&I) of stormwater into the sanitary pipe system. To that effort, three contracts worth \$3M over the next three years have been bid and will be before the City Commission requesting approval before the end of the 2016. Prior to the effort to reduce I&I, the City contracted for the entire sanitary pipe system to be cleaned and inspected. That effort is 95% complete at this time. The inspection results will determine the priorities of effort to repair leaks and other deficiencies in the pipe system.

Thus, even though the *potential* increases caused by this amendment could not be accommodated by the *existing* sanitary sewer system, the City will not issue development orders for new development until the appropriate LOS is in the system.

b. **Storm Water.** The City's stormwater collection system is made up of 740 catch basins, 182 discharges, 23 drop inlets, and 16 miles of pipe. The City is currently having all 182 discharges inspected and cleaned. Many of these discharges are plugged due to barnacle accumulation, debris build up and/or pipe collapse. Clearing all of these discharges will immediately improve drainage and even reduce flooding in some areas. The City is also in the process of updating the Stormwater Master Plan to prioritize all of the other needed stormwater improvements with the ultimate goal of improving stormwater drainage and treatment to protect our surrounding surface waters. The potential increase in square feet related to the proposed amendment will have stormwater support at the time of future development.

The City Stormwater system is undergoing significant improvements. Major projects including the Pass-A-Grill Way Road Reconstruction Phases I and II and the reconstruction of Blind Pass Road include both water quality and flood reduction elements. Together the City will reduce stormwater induced street flooding in over 15 sub-watershed basins. The City is also planning to begin design on numerous localized flooding solutions this year with \$600,000 allocated for next year's construction program.

As properties are redeveloped, they are required to retain stormwater on-site equal to the 25 year storm with only that water which would have run off prior to development using a coefficient of .3 being allowed to exit the property into the stormwater conveyance system. The City is partnering with all potential developers and existing residential property owners to incorporate Stormwater Best Management Practices to help reduce flooding.

c. **Potable Water.** The City has an interlocal agreement with Pinellas County to handle and distribute its potable water supply. The City's adopted LOS standard for potable water is 120 gallons per day per capita. This standard correlates to Pinellas County standards and is within their 5 year CIP.

In addition, in the course of redevelopment, the City now requires the use of low-flow plumbing devices; future water consumption / wastewater production should be reduced with the redevelopment of structures. Future development in the District of the subject amendment will have assurance of potable water at the time of development.

d. **Solid Waste.** Solid Waste management, including recycling, for residential customers, is provided through an agreement with Waste Services of Florida. Commercial customers obtain service under private contracts. With the amendments proposed the City's LOS of 1.3 tons per person per year are not intended to change.

e. **Traffic.** The potential traffic impacts as a result of the amendments are difficult to calculate at this time as an increase in square footage does not necessarily correlate to an increase in trips until such trips are assigned a use. This section of Gulf Boulevard in the City currently operates a LOS D, any increase in trips that would affect the LOS would not be permitted.

f. **Sea Level Rise.** This was recently added to the state statutes as an issue to be evaluated, as best as possible given the limited data, for comprehensive plan amendments. The state is developing criteria and policies to give better direction to local governments to address these issues. Since approval of the City's evaluation appraisal report (EAR), staff has been compiling data to address this issue going forward. The City is actively pursuing funds through the Local Mitigation Strategies process to secure grants for development of adaptation action areas; those areas of the City that suffer from repetitive flooding would be the focus of such studies. As you know the City has recently received a rating of 6 through our Community Rating System which provides a 20% discount on flood insurance for our property owners. In conjunction with that effort, the City requires 1' of freeboard for all new construction. The City is continuing to pursue items that will provide greater opportunities for cost savings for our residents as well as partnering with the County on efforts toward mitigation of any sea level rise that would affect the City. The City's Community Development Department is currently collecting data and actively seeking additional resources for information on the issue. This proposed amendment would have no effect on the issue and redevelopment would be constructed in accordance with current FEMA standards.

3. **Coastal Management.** The proposed Amendment will have no effect on the Coastal Construction Control Line (CCCL). In accordance with the City's Comprehensive Plan Policy 2.11.1,

"Those lands lying between the mean high water line and the Florida Coastal Construction Control Line are recognized as protected open spaces, as are any public lands which lie between the mean high water line and the water's edge."

No development is being proposed nor would it be permitted to locate west of the CCCL.

4. **County and Regional plans.** Staff has also reviewed the countywide plan and has meet with "Forward Pinellas" and determined that an amendment of the countywide plan would be necessary, the level of review changes at a 1.5 intensity. This fact was one of the reasons used in the conclusion that a 1.4 FAR would be more in keeping with the countywide plan and adjacent properties. The proposed amendment would be consistent with our Special Area Plan designation on the countywide plan; it would however amend the criteria of that character district. (See attached letter from Forward Pinellas).

5. **Compliance with the Community Planning Act.**

Pursuant to the CPA, staff has followed the required procedure for amending the City comprehensive plan in 163.3184. As required, the amendment has been reviewed by the Planning Board sitting as the Local Planning Authority (LPA) on two separate occasions recommending approval, 7/19/2016 (4-0) and on 9/20/2016 (4-1) with the inclusion of Staff's recommendations as well as additional clarification concerning the massing of items above the roof line. The item has been properly advertised in a paper of general circulation on 7/8, 9/2, 9/9, 9/29, 10/21 and 10/28 of 2016. The item was noticed twice to all properties within the district and 300' surrounding. We received three written comment of objection from beginning from July of 2016.

FORWARD PINELLAS

P: (727) 464.8250

F: (727) 464.8212

forwardpinellas.org

310 Court Street

Clearwater, FL 33756



June 13, 2016

Jennifer Bryla
City of St. Pete Beach
Department of Community Development
155 Corey Avenue
St. Pete Beach, FL 33706-1839

**RE: Review of Draft Amendments to the St. Pete Beach Comprehensive Plan
(Ordinance #02-16) for Consistency with the Countywide Rules**

Dear Ms. Bryla,

Thank you for providing Forward Pinellas staff with the draft amendment referenced above, proposing a text change to the Boutique Hotel/Condo Character District of the City's Future Land Use Element of its Comprehensive Plan.

While the amendment was submitted for consistency review pursuant to Division 3.3 of the Countywide Rules, because this amendment affects the intensity standards for an adopted Activity Center, it is not subject to the consistency review process. It will instead need to be resubmitted as a Countywide Plan Map amendment pursuant to Section 6.5.4.3.4 of the Countywide Rules.

It should be noted that as described in Section 6.5.4.3.4, the 1.4 floor area ratio (FAR) proposed by the City is within the threshold for a Tier II amendment to an Activity Center in the specified location, but the 1.8 FAR originally proposed by the applicant would require a Tier III amendment, which would require a significantly higher level of justification.

If you have any questions about the submittal timing and requirements for a Countywide Plan Map amendment, please feel free to contact myself or Mike Crawford at your earliest convenience.

Sincerely,

Linda Fisher, AICP
Principal Planner

cc: Commissioner Joanne "Cookie" Kennedy, Forward Pinellas Representative

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 Four. 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 Five. 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 Six. 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.

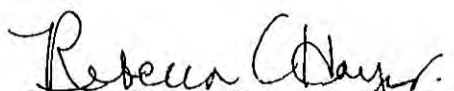
Section Seven. This Resolution shall be effective fifteen (15) days after adoption and signature of the Mayor or alternate.

Passed this 20th day of September, 2016, by the City Commission of the City of St. Pete Beach, Florida, this 20th day of September, 2016.

* * * * *


Deborah Schechner, Mayor

ATTEST:


Rebecca C. Haynes, City Clerk



St. Pete Beach City Commission

155 Corey Avenue
St. Pete Beach, FL 33706
727-367-2735

11/15/16

CPA 02-16

Applicant/Agent
Maria Czystczon Rev.
Trust, Owner

Location
4506 Gulf Blvd.

**Commission
District**
District 3

Staff Representative
Jennifer Bryla, AICP

Findings:

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

1. The proposed application is consistent with Florida Statutes.
2. The proposed application is consistent with the Pinellas County Plan.
3. The proposed application is consistent with the intent of the Goals and Objectives of the St. Pete Beach Comprehensive Plan.

TRC Review:

5/18/2016

No Comments.

ITEM SUMMARY:

ITEM SUMMARY:

The Applicant is requesting a text change to the Boutique Hotel / Condo Character District (BH/C) of the city's Future Land Use Element of its Comprehensive Plan. The Applicant is requesting a change from approximately 1.03 FAR to 1.6, clarification of the front setback language as it pertains to the height of buildings fronting the street and Staff is requesting a change in the Impervious Surface Language. These changes are intended only for this character district and further the intent of the Comprehensive Plan to support redevelopment of aging facilities and antiquated building patterns.



The amendments also attempt to bring equitability and consistency to the regulation concerning Floor Area Ratios (FAR). The amendments also attempt to bring equitability and consistency to the regulation. The amendment requested concerning the setback and height language removes any question regarding interpretation of the existing code language. The specifics of the request are outlined in "Attachment A".

The Boutique Hotel / Condo District contains approximately 24 acres and comprises less than 2% of the total land area of the City. The District was created as a component of the Community Redevelopment District Special Area Plan. The Plan recognized the need to take a comprehensive look at redevelopment in the City to determine the best approach to assure that when redevelopment occurred, it would be in a balanced and sustainable manner. The long-term sustainability of the City's assorted temporary lodging uses is essential to maintain St. Pete Beach as a family-oriented tourist destination for a diverse visitor

Planning Board Review:
7/19/2016,
recommended approval
(4-0) with the inclusion
of Staff's
recommendations and
additional clarification.

9/20/2016
Recommended approval
(4-1) with the inclusion
of Staff's
recommendations and
additional clarification
as noted.

**City Commission
Review:**
11/1/2016 Transmittal
hearing tabled to 11/15.

**Staff
Recommendation**
Approval as presented

population and to improve its tourist based economy. During previous planning efforts, there was a strong desire by both residents and business owners to preserve the heritage of our City as a tourist destination, because it is the foundation of the local economy and it offers the residents a diversity of services and amenities to enjoy.

PUBLIC NOTICE:

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

PROJECT DESCRIPTION / BACKGROUND:

1. Project Description:

The Boutique Hotel / Condo District as stated is approximately 24 acres. The breakdown of the District is shown in Table A.

Table A			
Existing Land Use - Boutique Hotel / Condo District			
Land Use	Total Parcels	Acres	Percent of Total
Multi-family	3	5.6	24.1
Temporary lodging	12	11.57	49.7
Commercial	1	0.8	3.4
Government	1	5.3	22.8
Total	17	23.27	100

The applicant is specifically requesting amendments to the following language in the Comprehensive Plan:

Proposed Policy Changes to Boutique Hotel / Condo Character District

Policy 7

(d) Intensity Standards

1. Temporary lodging use shall not exceed a 1.6 floor area ratio ~~an aggregate floor area of 750 square feet per temporary lodging unit excluding~~ including indoor amenities, and common areas but shall ~~exclude and structured parking. Indoor amenities and common areas shall not exceed an additional 0.2 floor area ratio combined. For example: 50 units x 750 square feet = 38,500 square feet plus 0.2 x total parcel square feet for common areas & indoor amenities = total building square footage, excluding structured parking.~~

Policy 7

(e) Height shall not exceed, but shall be permitted up to the following, subject to height limitations contained in the LDC:

1. Seventy-six (76) feet above base flood elevation for any portion of a building that exclusively contains only temporary lodging uses (and permitted accessory uses) with a minimum setback of one hundred (100) feet from Gulf Boulevard; ~~or~~

2. Sixty-five (65) feet above based flood elevation for any portion of a building that exclusively contains only temporary lodging uses (and permitted accessory uses) with a minimum setback of seventy-five (75) feet from Gulf Boulevard; ~~or~~

3 Fifty (50) feet above base flood elevation for any portion of a buildings containing multi-family residential dwelling units. , or any temporary lodging facility that does not comply with the minimum setbacks required for additional height established in sections (e)1 and (e)2 above, subject to a minimum setback of fifty (50) feet from Gulf Boulevard; and

4 Any increases to, including variances to increase, each of the maximum heights set forth above for this Boutique Hotel/Condo Resort character district shall be prohibited.

5. Temporary Lodging use only: Building height shall not exceed the above referenced maximum not including any decorative features or rooftop amenities extending twelve feet or less in height above the roof line.

Of the affected parcels, the majority are transient lodging facilities. The general direction of the Comprehensive Plan is that the City desires to preserve its heritage as a tourist destination and discourage the increase in permanent residential dwellings. The Boutique Hotel / Condo district is on the west side of Gulf Boulevard, beginning with the County Park (46th Ave.) property and running south to approximately 220 feet north of 37th Ave. The transient lodging uses are located on relatively narrow lots making larger scale resort redevelopment more difficult but not impossible.

The Future Land Use category is Boutique Hotel / Condo (BH/C), the zoning district is also BH/C. To the north of the District is the Large Resort District, to the South is Resort Facilities Medium (RFM) District, to the west is Preservation and to the east is Bayou Residential (BR) lying on the south end of the district and Activity Center (AC) lying on the north end. The proposed amendment would affect all 17 parcels in the B/HC District. Prior to the adoption of the Community Redevelopment Special Area Plan, the District was zoned RFM and had a FLUM designation RFM. This development characteristic was recognized during the special area plan formulation and addressed during the development of the performance criteria.

Infrastructure

Transportation:

The BH/C District is accessed via Gulf Boulevard and is centrally located between the Pinellas Bayway Bridge and the Corey Causeway. The current level of service minimum within the City is “D”. According to the MPO, the level of service for the segment Bayway to 44th Avenue is LOS “C” and 44th Avenue to Corey Causeway is considered a “D” level of service.

Public Parking

Except for the metered parking lot adjacent to the County Park, the BH/C District has very little, if any, on-street parking. Off-street Parking is required for any new development or expansion of existing development.

Sidewalks

The sidewalks along Gulf Boulevard are generally 5’ wide and considered inadequate for the amount of pedestrian traffic that traverse them daily. To add, the sidewalks are directly adjacent to the back of Gulf Boulevard curb line and the 35 mph traffic in the street. The sidewalk also crosses many curb cuts along the road which adds to the hazardous conditions. The Comprehensive Plan encourages the reduction of curb cuts along Gulf Boulevard.

Water

The City has an interlocal agreement with Pinellas County to handle and distribute its potable water supply. St. Pete Beach’s adopted level of service standard for potable water is 120 gallons per day per capita. This standard correlates to Pinellas County standards and is within their 5 year CIP.

In addition, in the course of redevelopment, the City now requires the use of low- flow plumbing devices; future water consumption / wastewater production should be reduced with the redevelopment of structures.

Wastewater

The City currently contracts with the City of St. Petersburg to provide its wastewater treatment. The adopted level of service is 149.50 gallons per day per capita (GPCD). Wastewater from St. Pete Beach is treated in St. Petersburg’s Northwest water reclamation facility located at 7500 26th Avenue NW. This facility has the capacity to process 20 million gallons per day (mgd), and in 2015 was handling an average flow of 10 mgd, leaving an excess capacity of 10 mgd. The City is currently under a consent order by the Department of Environmental Protection and as such is making strides in improving the whole system. There are many milestones imbedded in the Order and the City is currently ahead of schedule on many items. Written progress reports are submitted quarterly to the Department of Environmental Protection to ensure ongoing compliance. Although strides are being made to improve the system and capacity for treatment remains available at the St. Petersburg facility, the City of St. Pete Beach is over capacity for conveyance of wastewater and may not be able to accommodate any additional impacts on the system.

Solid Waste

Waste management, including recycling, for residential customers, is provided through an agreement with Waste Services of Florida. Commercial customers obtain service under private contracts.

Stormwater

The City's stormwater collection system is made up of 740 catch basins, 182 discharges, 23 drop inlets, and 16 miles of pipe. The City is currently having all 182 discharges inspected and cleaned. Many of these discharges are plugged due to barnacle accumulation, debris build up and/or pipe collapse. Clearing all of these discharges will immediately improve drainage and even reduce flooding in some areas. The City is also in the process of updating the Stormwater Master Plan to prioritize all of the other needed stormwater improvements with the ultimate goal of improving stormwater drainage and treatment to protect our surrounding surface waters. As properties are redeveloped, they are required to mitigate for the stormwater impacts that they impose and hold or store the amount of runoff generated, which should add to the purification of water.

Emergency

The BH/C District is located in evacuation zone "A". The evacuation times in 2015 were: 13 hours to the closest shelter and 21 hours to a destination in the County but out of the evacuation zone. These times are for all residents' evacuation times.

Transient Lodging facilities allow the city to better plan for emergencies, if the need to evacuate should arise. The City has the ability to require hotels to close should the Hurricane Center post a hurricane warning for the area. This is not the case for residential properties. Oftentimes residents choose to "wait-it-out" in an effort to protect their properties. In addition, when a warning is issued, most hotel reservations are cancelled by hotel guests and hoteliers choose to close so as not to support service staff during such a situation.

Property Tax Values

The BH/C District (based on 2015 Property Appraiser data) has a just market value for all the property within the district to be \$116,915,524.00. The just market value for all commercial properties (14 parcels) within the district was \$45,799,683 with the amount of taxes paid on the commercial properties to be just over \$844,381 as shown in the following Table B.

Table B

Address (Gulf Blvd)	Name	Taxable Value
4700	County Park	
4510	Gulf Strand Resort	\$ 6,909,217
4506	Plaza Beach	\$ 2,148,000
"	Allure	
4450	Lido	\$ 32,771,327

4350	Bon-Aire Motel (separate parcels)	\$ 6,051,820
	"	
	"	
4220	Mariner Beach Club	\$ 2,831,213
	"	
	"	
4200	Miramar Resort	\$ 1,800,000
4000	Vistas on the Gulf	\$ 9,804,017
3910	Dunes on the Beach	\$ 6,765,632
3860	Don Cesar Beachhouse	\$ 10,793,530
3852	Undertow	\$ 1,800,000
3848	Palm Crest Resort Motel	\$ 1,180,000
3828	Long Key Beach Resort	\$ 1,279,410
3820	San Seair	\$ 31,578,882
3804	Hideaway Sands Resort	\$ 1,202,476
		\$ 116,915,524

Floor Area Ratio

There are no vacant properties within the BH/C District, sans the County Park parcel. One could argue that the parcel is indeed developed as a commercial parking lot; however no vertical structure exists on the lot. The floor area ratios for those vertically developed parcels range from 0.23 to 2.95. The existing FAR for structures within the District is shown in Table C

As stated previously, the parcel was previously designated as Resort Facility Medium (RFM). This allowed for a FAR of up to .65. The applicant is requesting an increase in the FAR from the current 1.03, as calculated from the existing language, to 1.6. The performance standards for development for those properties that do not classify as "Large-scale" (greater than 3 acres) are afforded the 1.8 FAR entitlement in the Large Resort District.

All the properties within the BH/C District and their current densities and intensities are shown in Table C. The multi-family parcels that are represented here are: "San Seair" (3820 Gulf Blvd), "Dunes on the Beach" (3910 Gulf Blvd), and the "Lido" (4450 Gulf Blvd) each of these residential developments are currently at a floor area ratio of 2.86, 2.69 and 1.44 respectively.

Table C

Name	Use	Stories	Building Footprint (acres)*	Site Acreage*	FAR**
County Park	Govt			5.16	0.00
Gulf Strand Resort	Transient	6	0.2	0.75	1.60
Plaza Beach	Transient	2	0.49	0.95	1.03
Allure	"			0.95	1.6 (proposed)
Lido	Multi-Family	5	0.9	3.13	1.44
Bon-Aire Motel (separate parcels)	Transient	5	0.3	0.86	1.74
"	"	5	0.3	0.86	1.74
"	"	5	0.2	0.85	1.18
	Total	5	0.8	2.57	1.56
Mariner Beach Club	Transient	2	0.16	1.17	0.27
"	"	1	0.02		0.02
"	Total		0.34	1.17	0.29
Miramar Resort	Transient	1	0.3	0.78	0.38
Vistas on the Gulf	Transient	5	0.24	0.83	1.45
Dunes on the Beach	Multi-Family	7	0.15	0.39	2.69
Don Cesar Beachhouse	Transient	6	0.36	1.55	1.39
Undertow	Commercial	1	0.18	0.78	0.23
Palm Crest Resort Motel	Transient	2	0.14	0.43	0.65
Long Key Beach Resort	Transient	2	0.3	0.73	0.82
San Seair	Multi-Family	15	0.37	1.94	2.86
Hideaway Sands Resort	Transient	3	0.78	0.86	2.72
"	"	2	0.1	"	0.23
"	"	Total	2.54	0.86	2.95
TOTAL BUILDABLE ACREAGE =					
	Transient =			10.62	12 parcels
	Multi-Family =			5.46	3 parcels
	Government =			5.16	1 parcel
	Commercial =			0.78	1 parcel
			Total=	22.02	17 parcels
* Estimated with City GIS, landward of the CCCL	** FAR calculated using available floor areas and approximated acreages				

JUSTIFICATION / TECHNICAL REVIEW

1. Consistency with the City of St. Pete Beach Comprehensive Plan
The applicant is offering the following for support of consistency with the Comprehensive Plan

FUTURE LAND USE ELEMENT

Section I ,Citizen Input on Community Redevelopment, Pages 1 -2

...

"(2) There is strong community objection to high density unmanaged overdevelopment of our coastal Gulf community that will further degrade infrastructure and public services.

(4) There is a strong desire by both residents and multi-generational local hotel and motel owners to preserve the heritage of our City as a tourist destination because it is the foundation of our local economy and it offers the residents a diversity of services and amenities as well as public access to our beaches

(8) Residents have expressed a need and desire for a safer community through redevelopment of aging, functionally obsolete and vacant properties to:

Reduce crime and vagrancy; and

Replace older structures and buildings with new construction that meets current Building Code standards and FEMA flood protection regulations to maximize protection from both wind and flood damage caused by hurricanes and tropical cyclones.

(10) Residents strongly object to more high-rise residential development throughout the City, that if permitted to continue will replace, most, if not all, temporary lodging facilities, adversely impact our economy, commercial diversity, as well as diminish public beach and waterfront access. The impact, if permitted to continue under the City's 1998 Comprehensive plan, will forever change the character and heritage of our City...."

Analysis: The proposed Plan amendment is consistent with and will further these provisions through the continued support of the City as a tourist destination. The proposed amendments do not materially change the development standards but merely clarify certain provisions to allow the construction of economically successful and architecturally interesting buildings. The proposed project will redevelop the existing 39- room hotel with a new hotel building containing 66 hotel rooms, an increase of 27 hotel rooms. This new hotel facility will continue to support the City's vision as a tourist destination and make a positive contribution to the tourist economy.

Quality Community- Planning to Stay (General Provisions), Page 4

...

(c) Citywide Land Use Goals, Objectives and Policies. In furtherance of the overall goals, objectives, and policies contained in the Comprehensive Plan, the land use categories and their descriptions beginning on the next page, are hereby adopted for the purpose of serving as the guide for the City of St. Pete Beach in continuing its heritage of quality residential living complemented by resort facilities that support a tourist-based economy by creating a vision for the City's future that ensures that the City will remain a desirable place to live and visit that includes overall quality land management and emphasis on strict management of redevelopment in designated strategic core areas of the City.

Analysis: The proposed Plan amendment is consistent with and will further these provisions through the continued support of the City as a tourist destination and tourist-based economy. The proposed hotel project will support the tourist-based economy through redevelopment of the site as envisioned by this provision

Future Land Use Policies- Green Practices, Residential Character and Introduction to Land Use Categories, Pages 4-24

GOAL 1:Support rebuilding and maintaining a sustainable carbon-neutral community by adopting and implementing land development and building regulations that: protect and conserve water resources; promote energy efficient buildings; encourage environmentally sensitive site and building design; facilitate recycling of construction materials and debris; support innovative building and site design that recognizes the complexities and environmental sensitivities of our coastal environment and its vulnerability to storms; and protect and enhancement of the overall environmental quality of our City.

Objective 1.1

To become the first certified Coastal Green City in Pinellas County by the Florida Green Local Government following the leadership and example of Pinellas County as Florida's first Green County.

Policy 1.1.4

The City shall promote and encourage through redevelopment land development regulations clean industries such as tourism related businesses.

Analysis: The proposed Plan amendments maintain these policies that encourage redevelopment, especially for tourism- related businesses. The proposed project is a redevelopment of an outdated hotel facility and replacing it with a new hotel building that will be more energy efficient, more environmentally sensitive and create an innovative building and site design consistent with this Goal, Objective and Policy.

GOAL 2: The City shall ensure that the residential character of the City of St. Pete Beach is maintained and protected while:

- Maximizing the potential for economic benefit resulting from the tourist trade and the enjoyment of natural and man-made resources by residents and visitors alike.
- Minimizing the threat to health, safety, and welfare posed by hazards nuisances, incompatible landuses and environmental degradation
- Maintaining the community's recreation, open space and beaches.

Objective 2.1

The integrity and quality of life throughout the City, including existing residential neighborhoods, as well as core commercial and resort areas, will be maintained through the enforcement of the land development regulations and shall be encouraged to be improved, and for those properties experiencing blighting conditions such as deterioration, degradation and distress shall be encouraged to redevelop through the use of land development regulations and other incentives, in accordance with the Future Land Use Element.

Policy 2.1.1

The following land use categories, including the stated residential densities and non-residential intensities of use standards, as administered through the land development regulations, shall be adopted for the City of St. Pete Beach:

...Community redevelopment District (CRD), where the densities and intensities shall be determined within the Community Redevelopment District as specified in each designated character district pursuant to the provisions set forth in Special Area Designation- Community Redevelopment District section of this Future Land use Element to encourage economic revitalization and redevelopment of properties and uses located within the CRD, with a particular emphasis on commercial, temporary lodging and mixed uses along the City's main transportation corridors, adjacent to waterfront or located within major community activity centers.

Analysis: The proposed Plan amendment will clarify the development standards for lodging uses and strengthen and support these policies. As mentioned above, the proposed project will make a positive economic benefit to the tourist trade. Additionally, the site is located within the Community Redevelopment District which encourages redevelopment projects such as is proposed for buildings and sites that are outdated and with redevelopment will be a more positive contribution to the City's economy and viability as a tourist destination.

Objective 2.2

All developments, other than construction of one single-family or one two-family residence on a single lot, shall be permitted only through the site plan review process.

Policy 2.2.1

As administered through the land development regulations, multifamily residential and non-residential developments shall be required to undergo a site plan review process.

Objective 2.3

New Commercial development shall be required to be compatible with environmental and economic resources through the enforcement of the land development regulations

Policy 2.3.5

The City shall encourage the maintenance of tourist lodging facilities in keeping with the character of the community.

Analysis: The proposed amendments will continue to require compatibility of environmental and economic resources and continue to encourage the maintenance of lodging facilities. The proposed hotel is consistent with this objective and goal to support the importance of tourism to the City and specific compliance will be demonstrated during the site plan review process.

Objective 2.4

Consistent with this comprehensive plan, as amended, the City of St. Pete Beach shall enhance and protect the City's character through the encouragement of redevelopment which ensures an order and aesthetic mixture of land uses.

Policy 2.4.1

The City shall, through administration of the LDC, encourage the redevelopment or rehabilitation of existing non-residential areas and uses.

Objective 2.13

The City shall promote the preservation and redevelopment of temporary lodging uses.

Policy 2.13.3

The City shall adopt provisions in its LDC which are designed to ensure the continued operation of all temporary lodging/ temporary lodging uses with mandated operational characteristics as temporary lodging facilities principally serving tourists and business travelers, and providing for guest amenities, without regard to ownership scheme as in accordance with State law. Such operational provisions shall include limitations on the continuous duration of guest stays, and if owned as a resort condominium, an additional limitation on the annual cumulative duration of owner stays.

Analysis: The proposed Plan amendments will clarify the development standards for redevelopment of hotels and thus, encourage the redevelopment of non-residential uses. The proposed hotel will be a redevelopment project and will add a new building with significant architectural interest to the City's redevelopment area

**4. Special Designation- Community Redevelopment District (CRD) and Goals, Objectives and Policies, Pages 24-38
Geographic Location and Character Districts, Pages 28-31**

Analysis: The Site is located within the CRD generally and specifically within the Boutique Hotel/ Condo Character District as illustrated on Maps 1 and 2. The proposed Plan amendments will clarify the requirements for redevelopment projects in the CRD and Boutique Hotel/ Condo character district.

Use Characteristics (Page 33). Those uses appropriate to and consistent with this CRD land use plan category include:

Primary Uses: Temporary lodging uses, including large resorts, boutique hotels, motels, resort condominiums and bed & breakfast inns; Residential; Commercial; Office; Institutional; Marina; and Transportation/ Utility Uses as specifically designated for each character district within the Community Redevelopment District.

Analysis: The proposed amendments strengthen the provisions for encouraging temporary lodging uses in the Boutique Hotel/ Condo district. The proposed use of the site is for Temporary lodging uses which is a primary use in the CRD and therefore, consistent with the Use Characteristics section.

GOAL 3: To rebuild the core commercial and resort areas of the City utilizing Green practices, strategies and technologies.

Objective 3.1

Implement building and site design construction and operation

practices that support long-term environmental sustainability by: protecting and conserving water resources, constructing energy efficient buildings; using Florida waterwise and native landscape plant materials and design; recycling construction materials and debris; reducing urban heat through innovative building and site design; reducing pollutant run-off; protecting further degradation of the beach dune system and coastal wildlife species, habitat and restoring or enhancing existing conditions through dune restoration measures, lighting and refuse controls and other measures.

Policy 3.1.1

All development within the Community Redevelopment District shall comply with a minimum of two environmental standards that will be established in Division 39.

Policy 3.1.2

All development within the Community Redevelopment District shall be encouraged to exceed minimum and redevelop, renovate or develop new projects that implement the "Green" objectives and policies contained in GOAL 1 of the Future Land Use Element relating to energy efficient and environmental sustainable practices.

Policy 3.1.3

All development within the Community Redevelopment District shall be encouraged to implement as many livable community design and operation strategies to promote safe and comfortable pedestrian, bicycle and mass transit mobility that will reduce the consumption of nonrenewable resources, reduce the need for parking and thus reduce urban heat and polluted run-off, and reduce greenhouse gas emissions.

Analysis: The proposed Plan amendments will strengthen the City's goals for maintaining and improving the City's tourist destination. Specifically, the proposed hotel project is committed to implementing the "Green" objectives and the specific environmental standards for the site will be defined during the detailed design phase.

5. Community Redevelopment District general redevelopment guidelines, standards and initiatives, Pages 38- 40

Temporary Lodging Unit Density Pools ("TLU Density Pools")- Generally

TLU Density Pools Established. TLU Density Pools shall be established in the following seven specific character districts*:

Boutique Hotel/ Condo...

Analysis: This Section of the FLU E states that three of the character districts have access to the TLU Density Pool. The three character districts that may utilize the Density Pool are the Boutique Hotel/ Condo District (in which the project is located), the Town Center Core and Upham Beach Village districts. In 2005, the City approved a total of 350 units available as temporary lodging units within the Pool. The Applicant requests approval of

19 Temporary Lodging Units from this Pool and this request is identified on the Site Plan Application Narrative, thus demonstrating consistency with this policy.

6. Gulf Boulevard Redevelopment District, General Provisions and Goals, Objectives and Policies, Pages 49-54...

Purpose and Intent; Redevelopment Incentives & Deterrents. This District is one of two core redevelopment districts and this District is designed to:

Encourage revitalization and redevelopment of primarily

Temporary lodging uses- resorts, hotels, resort condominiums and boutique hotels on the west side of Gulf Boulevard

Analysis: The Site is located within the Gulf Boulevard Redevelopment District and proposes a Temporary Lodging Use which is specifically encouraged in this District. The proposed Plan amendments will strengthen the goals of the Gulf Boulevard Redevelopment District by clarifying the development standards.

GOAL 1: Gulf Boulevard shall be a place that attracts people for living, employment and recreation. The City shall encourage the revitalization of Gulf Boulevard through commercial and temporary lodging redevelopment that will attract residents and visitors to the Gulf Boulevard core resort area as a recreation, entertainment, resort and shopping destination.

Objective 1.1

All development and redevelopment within the Gulf Boulevard Redevelopment District shall further the goals, objectives and policies of the Community Redevelopment District, this District and each character district within which development occurs; and shall comply with the design guidelines and the applicable land development regulations for the respective character district.

Objective 1.2

High-rise residential condominium projects in the Gulf Boulevard Redevelopment District are prohibited along the Gulf beaches and intercoastal waterways by prohibiting height and density increases for exclusively residential uses on Gulf Boulevard.

Objective 1.8

The City shall recognize the importance of temporary lodging uses and public beach access to its residents and visitors in preserving and maintaining its socio-economic quality of life; and further, the City recognizes that additional high-rise residential development along the Gulf beaches is not desirable and not in keeping with the City and its residents' desire to preserve and expand public beach access and temporary lodging uses that if lost, and replaced with high-rise residential uses, will adversely impact the City's tourism-based economy; and as a result, such high-rise residential development shall be discouraged throughout the Gulf Boulevard Redevelopment District and shall not be allowed to exceed current height limitations of five stories over parking for exclusively multi-family residential use projects in the Gulf Boulevard

Redevelopment District.

Analysis: The proposed Plan amendments strengthen the City's goals to achieve redevelopment for temporary lodging uses. The proposed hotel project located on the beach side of Gulf Boulevard is specifically consistent with this Goal and will encourage the revitalization of Gulf Boulevard to continue to attract visitors to the City

GOAL 2: Create a quality livable community where people and vehicles can circulate in the Gulf Boulevard Redevelopment District area safely, comfortably and efficiently.

Objective 2.4

A variety of parking solutions for motorized and non-motorized vehicles shall be pursued to support redevelopment, while maintaining ease of access and adequate parking throughout the Gulf Boulevard Redevelopment District.

Policy 1

All development shall be consistent with building and site design guidelines and standards that establish the quality of design features expected for renovation, redevelopment and new construction in the Gulf Boulevard Redevelopment District.

Policy 3

The design of all projects in the Gulf Boulevard Redevelopment District shall make meaningful contributions to a safe and comfortable pedestrian environment through site and building design, internal connections between adjacent properties, and external connections to and along Gulf Boulevard.

Analysis: The proposed Plan amendments will clarify the design standards for redevelopment and ensure that hotel development in the BH-C District is economically feasible as well as architecturally interesting. The proposed hotel provides for parking at grade and within the first three floors of the building to accommodate the hotel operation with full compliance with the City's parking requirements. Additionally, to encourage bicycles as an alternate mode of transportation, the proposed hotel will include bicycle parking racks within the site.

7. Boutique Hotel/ Condo District (B-HC) Intent and Policies, Pages 61-63

(a) Purpose and Intent; Redevelopment Incentives & Deterrents. The following policies shall govern development and redevelopment in the Boutique Hotel/ Condo District and are intended to preserve the remaining inventory of Boutique Hotels to the maximum extent possible within this District by increasing density for temporary lodging uses and prohibiting height and density increases for residential condominium development.

Analysis: The proposed Plan amendments will further this purpose of redevelopment in the BH/C district by clarifying the development standards and encouraging new construction consistent with this purpose. There are no proposed changes to the density pool for temporary lodging uses and the Applicant has requested the use of the density pool to more positively contribute to the tourist destination of the City.

TRANSPORTATION ELEMENT

GOAL 1: A safe, convenient and efficient motorized and non-motorized transportation system shall be available for all residents and visitors to the city.

Objective 1.1

In accordance with this Comprehensive Plan, as amended, the operational Level of Service (LOS) D shall be the minimum standard for all arterial and collector roads within the City.

Policy 1.1.1

The City shall review all proposed development or redevelopment for consistency with this element and impacts upon the adopted LOS standards. All development permits shall be issued only when it is documented that such development does not result a reduction in the level of service below the adopted level of service standards for the affected facility.

Policy 1.1.2

All new development and redevelopment proposals shall be reviewed under the City's Concurrency Management System Ordinance to ensure the level of service standards established in this element shall be maintained.

Policy 1.1.3

The City shall assess new development or redevelopment an equitable pro rata share of the costs to provide roadway improvements to serve the development or redevelopment, as established by the Pinellas County impact fee schedule.

Measure: Number of roadways with an acceptable operational level of service.

Analysis: The proposed Plan amendments do not make any changes in this Goal, Objective and Policies and the proposed project will remain subject to the City's Concurrency Management System.

With regard to the hotel that is proposed along with these Plan amendments, the Applicant has submitted a transportation analysis prepared by The Sustainability Group which is included in the submittal package. This section will summarize the results of that analysis; for the detailed analysis, please refer to The Sustainability Group's report. A comparison of the existing trips and proposed trips is shown in the table below.

Summary of Trip Generation for Existing and Proposed Hotels

	Existing Use - 39 Room	Proposed Use- 66 Room Hotel	Increase from Existing to Proposed
ADT (Average Daily Trips)	319 trips	323 trips	+5 trips
PM Peak Hour	23 trips	26 trips	+3 trips

As the table above demonstrates, it is anticipated that there will be an increase in 5 daily trips and 3 PM Peak Hour trips with the new project as compared to the existing hotel.

Given the extremely small number of additional trips, the increase will not be noticeable nor will it have a negative impact on Gulf Boulevard which as of December, 2015 carries a total of 28,600 average daily trips.

The site's sole access is to Gulf Boulevard so the impact of the project on this road way has been analyzed. According to the most recent Level of Service Analysis prepared by the Pinellas County Metropolitan Planning Organization, dated December, 2015, the current Level of Service (LOS) for Gulf Boulevard is LOS D. {Note: the segment analyzed is Gulf Boulevard from 75th Avenue/ Pasadena Avenue south to the Pinellas Bayway} The Sustainability Group's analysis states that when the proposed project is included on Gulf Boulevard, this road way will still operate at LOS D. As stated in Objective 1.1 above, the City's adopted LOS is D, therefore, Gulf Boulevard will not be negatively impacted by the project and the road way will continue to operate at an acceptable LOS D with the project.

Objective 1.3

Through land development regulations, the City will provide for safe, convenient and efficient motorized and non-motorized vehicle parking and bicycle and pedestrian ways.

Policy 1.3.1

The City shall enforce parking standards which provide for safe and convenient on-site traffic flow

Policy 1.3.2

When feasible, the City shall require bicycle and pedestrian ways for connecting residential areas to recreation areas, schools, and shopping areas.

Objective 1.5

As an ongoing objective, the City shall encourage the utilization of a multi-modal transportation system as needed

Policy 1.5.2

The City shall continue to identify and encourage the use of bicycle and pedestrian ways.

Policy 1.5.23

The City shall review all proposed development and redevelopment site plans for the accommodation of bicycle and pedestrian traffic needs, when appropriate.

Measure: The availability of a multi-modal transportation system.

Analysis: The proposed Plan amendments do not make any changes to the above Objectives and Policies and the proposed project will remain subject to them. The proposed site plan for the hotel meets the City's parking requirements within the site and also provides for convenient bicycle parking to encourage bicycle use as an alternate mode of transportation

INFRASTRUCTURE PLAN ELEMENT

GOAL 1: The City shall ensure that needed sanitary sewer, solid waste and potable water services be provided by a safe and efficient system which maintains adequate facilities and provides for orderly growth and expansion.

Objective 1.1

The City of St. Pete Beach shall continue to implement procedures, in cooperation with its sewage, solid waste and potable water system providers to ensure that development permits are issued only when adequate facility capacity is available to serve the development.

Policy 1.1.1

Level of service standards shall be:

Facility	Level of Service Standard
Sanitary Sewer	149.4 gallons per day per coapita
Solid Waste	1.3 tons per person per day
Potable Water	120 gallons per day per capita

Policy 1.1.3

The City shall maintain for formal agreements with Pinellas County to provide potable and reclaimed water, with the City of St.

Petersburg to provide sewage treatment, and with a qualified private company to provide solid waste services consistent with the City's adopted levels of service

Policy 1.1.4

Prior to the issuance of a building permit for future development and/or redevelopment activities, the City shall consult with Pinellas County Utilities to ensure that adequate potable water supplies and facilities will be available by the anticipated issuance date of the certificate of occupancy.

Policy 1.1.5

The land development regulations and development review procedures shall be used to ensure that all adopted levels of service are maintained. All new development and redevelopment proposals shall be reviewed under the city's Concurrency Management System Ordinance to ensure the level of service standards established in this element shall be maintained.

Analysis: The proposed Plan amendments do not make any changes to the above Objectives and Policies and the proposed project will remain subject to them. A detailed Concurrency Management Analysis has been prepared for the proposed hotel by The Sustainability Group and is included in the submittal package. This response includes a summary of the detailed Analysis for each service. Regarding Sanitary sewer service, the proposed hotel will result in an increase of 27 rooms, which small increase can easily be managed by the City's current system. Regarding Solid Waste, the current service provider for the entire City is Progressive Waste Solutions and the redeveloped site can continue to be served. Regarding Potable Water, this service is provided through an agreement with Pinellas County and a Letter of Availability from Pinellas County Engineering and Technical Support Department is included in the Analysis demonstrating their ability to continue to serve the site. In summary, Sewer, Solid Waste and Potable Water services are available to the site, there is adequate capacity for the project as described in the attached

Analysis; therefore, the proposed project is consistent with the above Goal, Objective and Policies.

GOAL 2: An efficient Master Drainage system which protects human life, minimizes property damage, and improves storm water quality and on-site retention shall be provided.

Objective 2.1

In accordance with this plan, the St. Pete Beach's land development regulations shall include provisions for requiring compliance with the master drainage plan.

Policy 2.1.1

The St. Pete Beach's master drainage plan shall require new development to meet the design requirements (level of service) of the 25-year frequency, 24- hour storm event. Post development runoff shall not exceed pre-development drainage peak discharge rates.

Policy 2.1.6

In support of the master drainage plan, the land development regulations shall contain provisions which, at a minimum, protect natural drainage features found within the City as follows:

The flood -carrying and flood storage capacity of the 100-year flood plain shall be maintained; The prevention of erosion, retardation of runoff and protection of natural functions and values of the flood plain be considered while promoting public usage; and The City shall require development or development proposals to be consistent with the performance standards regulating development within the designated flood plain.

Objective 2.2

Establishment of a level of service for drainage.

Policy 2.2.1

Drainage Level of Service: Drainage facilities shall accommodate the twenty-five (25) year, twenty-four (24) hour storm event.

Unless the City provides a community-wide stormwater facility or utility, retention must be on-site and accommodate the greater of (a) the first one-half (1/2) inch of stormwater within the boundaries of the project or (b) the first one (1) inch of storm flow from all roofs, sidewalks, paved surfaces and parking areas. The project must also provide detention for all storm flows.

Detention must prevent peak flows after development from exceeding the peak flow prior to development. All drainage facilities shall meet all applicable local, State and federal water quality standards.

Policy 2.2.2

All new development and redevelopment proposals shall be reviewed under the City's Concurrency Management

System Ordinance to ensure the level of service standards established in this element shall be maintained.

Policy 2.2.3

The following stormwater management techniques shall be used: Regular maintenance of retention swales adjacent to City roadways.

Use of front, rear and side lot line swales in new development. Use of erosion and runoff control devices during construction; Where necessary, the City shall consider construction of drainage retention areas in the public right-a-way; and Where existing waterways are not sea-walled, native marine vegetation shall be used for shoreline stabilization where technically feasible.

Policy 2.2.5

In accordance with the water quality standards established by sections 62-301 and 62-4, Florida Administrative Code, the City shall regulate storm water discharge.

Analysis: The proposed Plan amendments do not make any changes to the above Goal, Objectives and Policies and the proposed project will remain subject to them. With regard to the project proposed as part of the Plan amendments, the existing site does not have an on-site stormwater system. The proposed redevelopment will meet the above requirements through construction of a stormwater vault to be located within the ramp serving the parking floors of the building. The project will comply with the City and SWFWMD's requirements as demonstrated through submittal and receipt of permits for the proposed stormwater system.

D. COASTAL AND CONSERVATION ELEMENT

GOAL 1: To ensure the highest environmental quality possible, the City of St. Pete Beach shall conserve, protect and appropriately manage the natural resources (aquatic, wetland and terrestrial).

Objective 1.1

In accordance with this Comprehensive Plan, the City shall continue to protect the quality and quantity of surface and groundwater.

Policy 1.1.4

The City shall require all new development and redevelopment to provide onsite retention of storm water runoff to assist in the upgrading of water quality within Boca Ciega Bay.

Objective 1.2

Regulations for development within the 100- year flood plain shall be strictly enforced.

Policy 1.2.1

New development or redevelopment approvals shall

require that post-development run-off rates, volumes and pollutant loads do not exceed predevelopment conditions.

Policy 1.2.2

Recognizing that the community is located within the 100-year flood plain, the City shall adopt and strictly enforce all appropriate federal, state and regional coastal construction codes and coastal setback regulations.

Policy 1.2.3

The City shall protect the natural functions of the 10-year flood plain so that the flood-carrying and flood storage capacity are maintained.

Analysis The proposed Plan amendment does not proposed any changes to this Goal, Objective and Policies and the proposed hotel will remain subject to these requirements. As discussed in the Infrastructure Element responses above, the project will comply with these requirements as demonstrated through submittal and receipt of a permit from the City and SWFWMD, thus confirming consistency with these requirements.

Objective 1.9

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.

Policy 1.9.1

Construction seaward of the Coastal Construction Control Line shall be subject to the permitting procedures pursuant to Chapter 161 of the Florida Statutes.

Analysis: The proposed Plan amendment does not propose any changes to this Objective and Policy and the project will remain subject to them. The hotel proposed along with these Plan amendments will comply with these requirements as demonstrated on its site plan. The submitted site plan locates the Coastal Construction Control Line and does not propose any construction seaward of this Line, thus demonstrating consistency with these requirements

RECREATION AND OPEN SPACE ELEMENT

GOAL 1: The City shall ensure the provision, protection, and maintenance of a coordinated, efficient and accessible system of public and private recreational parks and facilities which shall meet the needs of the City's current and future residents, visitors, and tourists.

Objective 1.1

The City shall, in cooperation with other governmental agencies, provide and maintain a system of parks and recreation facilities (including beaches and shores) and access to the same, meeting the needs of current and future residents, visitors, and tourists.

Policy 1.1.2

The City shall encourage the use of bicycles as an

alternative means of local transportation and shall provide signs along appropriate designated roadways to warn motorists to share the road with bicycles.

Analysis: The proposed Plan amendments do not make any changes to the above Goal, Objectives and Policies and the proposed project will remain subject to them. With regard to the hotel project proposed along with the Plan amendments, the site plan includes bicycle parking on the site to encourage the use of bicycles as an alternate mode of transportation.

CAPITAL IMPROVEMENTS ELEMENT

GOAL 1: The City shall undertake fiscal actions necessary to provide and maintain public facilities for all residents, within its jurisdiction, at the adopted levels of service.

Objective 1.3

The City shall utilize its fiscal resources to eliminate any identified existing deficiencies and ensure the provision of needed capital improvement at adopted levels of service as specified in the elements of the comprehensive plan.

Policy 1.3.4

The City shall issue development permits only when required capital facilities are present or will be available concurrent with the impact of development. All new development and redevelopment proposals shall be reviewed under the City's Concurrency Management System Ordinance to ensure the level of service standards established in this element shall be maintained.

Policy 1.3.6

The adopted levels of service for public facilities within the jurisdiction of the City of St. Pete Beach shall be those adopted in the other elements of the comprehensive plan.

Measure: Maintenance of Levels of Service

Analysis: The proposed Plan amendments do not make any changes to the above Goal, Objectives and Policies and the proposed project will remain subject to them. The hotel project submitted along with these Plan amendments will comply with the City's Concurrency Management System Ordinance and meet the City's adopted level of service standards. Please also refer to the response in the Infrastructure Element and the detailed Concurrency Analysis submitted by The Sustainability Group that demonstrates the project's compliance with this Goal, Objective and Policies.

2. Compatibility with Adjacent Uses

The proposed amendment would be consistent and compatible to the resort uses to the North. Although compatible with the uses to the south; a reduced FAR would allow an increased buffer between the higher intensity transient lodging of the North to the residential properties to the south should other properties within the district choose to redevelop.

3. Consistency with Florida Statutes (F.S.)

The proposed Comprehensive Plan Amendment application will follow the requirements for comprehensive plan amendments as specified in F.S. Chapter 163.3174 F.S. The amendment will be heard by the Planning Board, acting as the Local Planning Agency, on July 19, 2016. Their recommendation will be presented to the City Commission at their meeting on August 9th, 2016 requesting transmittal to the Department of Economic Opportunity.

LOCAL PLANNING AGENCY:

The City's Planning Board, serving as the Local Planning Agency for the City reviewed the application at their July 19th meeting again on September 20th meeting and recommended approval of the application with the incorporation of staff's recommendations. The LPA also recommended that any roofline decorative items not give the appearance of increased mass.

STAFF RECOMMENDATION:

Upon review of the Comprehensive Plan analysis provided by the applicant, Staff agrees with the analysis on a general level. Staff also concludes that the increase in intensity would not be detrimental to the goals objectives and policies of the City's Comprehensive Plan. Staff however recommends that a reduction from the applicant request from 1.6 to 1.4, in the level of Floor Area Ratio. This reduction of roughly 8700 s.f. would be more appropriate with the adjacent residential neighborhoods and would allow a greater transition to the adjacent uses.

Staff recognizes that to maintain competitive interests in the industry, the business owner must maintain a level of client satisfaction that is consistent across industry sectors. This standard can be documented by recent developments that are developing at a 3.92 FAR for a product built in 2015 and 2.42 FAR for a product built in 2004; with room sizes ranging from 310-420 sq. ft. for single occupant rooms, and rooms are combined to become more applicable to the desires of the family vacationer. This grouping is considered one transient unit, and therefore it is appropriate to remove any reference to room size criteria. These case examples indicate the importance of "staying relevant" within the industry and as the increase would not move the City beyond its acceptable levels of service, Staff therefore recommends approval of the amendments but with a reduction to 1.4 FAR.

Staff further recommends the Applicant's changes in order to simplify the Plan language; recognizing that it is the intent of the Comprehensive Plan to support and sustain the redevelopment of transient lodging of St. Pete Beach. However to simplify the language further, Staff recommends adjusting the definition of common areas to include hallways, stairwells, elevator shafts, offices, restrooms, etc. This

language directly pertains to the Land Development Code and will be further discussed as part of that process, but for clarity sake Staff is mentioning it in these discussions.

Staff agrees with the setback language as presented. This “setback from the street” language serves to clarify the existing codes’ intent and allows for flexibility in architectural design as the buildings present to the street.

Staff is also recommending the deletion of the 0.70 impervious surface ratio for any residential use or combined residential and temporary lodging use. This language is counterproductive to the criterion that is outlined for transient lodging. Impervious surfaces, in order to be consistent with the City initiatives should be consistent regardless of the use; the need for the pervious area is still the same.

Policy 7 (e) 5 – Speaks to the allowance of decorative items and ancillary equipment the ability to extend 12’ above the roof line. Staff agrees with this provision and recognizes that in doing so a more creative architectural product is likely. The LPA added additional clarity to this provision which prohibits decorative items that may add the perception of additional mass and scale.

ATTACHMENT A

Detailed summary of the proposed modifications to the Goals, Objectives and Policies of the Boutique Hotel / Condo (BH/C) District. The balance of the section remains otherwise unchanged, except as explained below.

Future Land Use Element – Summary of Modifications

Proposed Policy Changes to BH/C	Staff recommendation
Policy 7 (d) Intensity Standards 1. Temporary lodging use shall not exceed an <u>1.6 floor area ratio</u> an aggregate floor area of 750 square feet per temporary lodging unit excluding including indoor amenities, <u>and</u> common areas <u>but shall</u> exclude and structured parking. Indoor amenities and common areas shall not exceed an additional 0.2 floor area ratio combined. For example: 50 units x 750 square feet = 38,500 square feet plus 0.2 x total parcel square feet for common areas & indoor amenities = total building square footage, excluding structured parking	1. Temporary lodging use shall not exceed an <u>1.4 floor area ratio</u> an aggregate floor area of 750 square feet per temporary lodging unit excluding including indoor amenities, and common areas but shall exclude and structured parking. Indoor amenities and common areas shall not exceed an additional 0.2 floor area ratio combined. For example: 50 units x 750 square feet = 38,500 square feet plus 0.2 x total parcel square feet for common areas & indoor amenities = total building square footage, excluding structured parking
(e) Height shall not exceed, but shall be permitted up to the following, subject to height limitations contained in the LDC: 1. Seventy-six (76) feet above base flood elevation for any <u>portion of a</u> building that exclusively contains only temporary lodging uses (<u>and permitted accessory uses</u>) with a minimum setback of one hundred (100) feet from Gulf Boulevard; or 2. Sixty-five (65) feet above based flood elevation for any <u>portion of a</u> building that exclusively contains only temporary lodging uses (<u>and permitted accessory uses</u>) with a minimum setback of seventy-five (75) feet from Gulf Boulevard; or 3 Fifty (50) feet above base flood elevation for any <u>portion of a</u> buildings containing multi-family residential dwelling units. , or any temporary lodging facility that does not comply with the minimum setbacks required for additional height established in sections (e)1 and (e)2 above, subject to a	Staff agrees with the recommended changes

minimum setback of fifty (50) feet from Gulf Boulevard; and 4 Any increases to, including variances to increase, each of the maximum heights set forth above for this Boutique Hotel/Condo Resort character district shall be prohibited. <u>5. Temporary Lodging use only: Building height shall not exceed the above referenced maximum not including any decorative features or rooftop amenities extending twelve feet or less in height above the roof line.</u>	
Change not requested by applicant	(f) Impervious Surface Ratio Standards – shall not exceed: 1 0.85 impervious surface ratio for any exclusive temporary lodging uses; and or 2. 0.70 impervious surface ratio for any residential use or combined residential and temporary lodging use; and <u>2.3. Variances to exceed the maximum impervious surface ratio above as established in the Future Land Use Plan Element shall be prohibited.</u>

**PLAZA BEACH RESORTS
ALLURE HOTEL & SUITES
AMENDMENTS TO THE COMPREHENSIVE PLAN
and
LAND DEVELOPMENT CODE**

Revised June 14, 2016

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**PLAZA BEACH RESORTS
ALLURE HOTEL & SUITES
AMENDMENTS TO THE COMPREHENSIVE PLAN & LDC**

Note: Additions are shown underlined and Deletions are shown in ~~strike-through~~ text.

I. PROPOSED AMENDMENTS TO THE BOUTIQUE HOTEL/ CONDO CHARACTER DISTRICT (BH-C) OF THE COMMUNITY REDEVELOPMENT DISTRICT, *FUTURE LAND USE ELEMENT*, CITY OF ST. PETE BEACH COMPREHENSIVE PLAN

Proposed Revisions are solely to Policy 7, Boutique Hotel/ Condo Character District, Permitted Uses and Standards, Pages 62-63 of the Future Land Use Element as shown below.

"Policy 7

All temporary lodging uses shall comply with adopted City rules and regulations that ensure projects approved as temporary lodging facilities are built, function, operate and are occupied exclusively as temporary lodging uses.

- (a) **Primary uses** - Temporary lodging use - hotel, motel, resort condominium; medium density residential.
- (b) **Secondary uses** - None.
- (c) **Density/Intensity and Height Standards** - shall be calculated on the basis of those portions of the site which are landward of the Florida Coastal Construction Control Line and shall be permitted as follows:
 - 1. **Density** - Shall not exceed the following:
 - a. 50 temporary lodging units per acre unless approved by ordinance of the City Commission to provide additional temporary lodging units from the TLU Density Pool established below; or
 - b. 18 residential units per acre; and
 - c. Any increases to temporary lodging unit density is subject to the restrictions and limitations in Section (2) below - Temporary Lodging Unit Reserve; and
 - d. Variances to exceed the maximum residential density above as established in the Future Land Use Plan shall be prohibited.

2. **Temporary Lodging Unit Density Pool ("TLU Density Pool")** - The City shall establish a TLU Density Pool not to exceed a total of 125 units for the entire Boutique Hotel/Condo district and the following shall govern the allocation of density from the TLU Density Pool:

- a. The TLU Density Pool shall be allocated to individual projects by ordinance of the City Commission upon request of an individual property owner; and
- b. Such allocation may be up to but shall not exceed twenty (20) temporary lodging units per acre and further, the cumulative allocation shall not exceed sixty (60) units per development project; and
- c. The number of available temporary lodging units remaining after such project allocation shall be specified in each City Commission ordinance allocating such units and each such ordinance shall provide that no units beyond those TLU Density Pool units remaining available to the Boutique Hotel/ Condo District shall be allocated to any subsequent temporary lodging use project; and
- d. This limitation shall be absolute and shall apply regardless of the proposed size or density of the project requesting such allocation. Such units shall be established exclusive of any other use provided for in the District.

(d) Intensity Standards.

1. Temporary lodging use shall not exceed 1.6 floor area ratio ~~an aggregate floor area of 750 square feet per temporary lodging unit excluding including~~ indoor amenities ~~and~~, common areas but shall exclude and structured parking. ~~Indoor amenities and common areas shall not exceed an additional 0.2 floor area ratio combined. For example: 50 units x 750 square feet = 38,500 square feet plus 0.2 x total parcel square feet for common areas & indoor amenities = total building square footage, excluding structured parking.~~

2. Variances to exceed the maximum floor area ratio above as established in the Future Land Use Plan shall be prohibited.

(e) Height shall not exceed, but shall be permitted up to the following, subject to height limitations contained in the LDC:

1. Seventy-six (76) feet above base flood elevation for any portion of a building that exclusively contains only temporary lodging uses (and permitted accessory uses) with a minimum setback of one hundred (100) feet from Gulf Boulevard; ~~or~~
2. Sixty-five (65) feet above base flood elevation for any portion of a building that exclusively contains only temporary lodging uses (and permitted accessory uses) with a minimum setback of seventy-five (75) feet from Gulf Boulevard; ~~or~~

3. Fifty (50) feet above base flood elevation for any portion of a buildings containing multi-family residential dwelling units, or any temporary lodging facility that does not comply with the minimum setbacks required for additional height established in sections (e)1 and (e)2 above, subject to a minimum setback of fifty (50) feet from Gulf Boulevard; and
4. Any increases to, including variances to increase, each of the maximum heights set forth above for this Boutique Hotel/Condo Resort character district shall be prohibited.

5. Temporary Lodging use only: Building height shall not exceed the above-referenced maximum not including any decorative features or rooftop amenities extending twelve feet or less in height above the roof line.

(f) Impervious Surface Ratio Standards - shall not exceed:

1. 0.85 impervious surface ratio for any exclusive temporary lodging uses; or
2. 0.70 impervious surface ratio for any residential use or combined residential and temporary lodging use; and
3. Variances to exceed the maximum impervious surface ratio above as established in the Future Land Use Plan shall be prohibited."

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

Issue Considered: Authorization for the City Manager to enter into an agreement with vendor Alan Jay Nissan to purchase a 2017 Nissan Frontier pick-up truck in the amount of \$20,271.33 that will be assigned to the Community Development Department.

Date: November 15, 2016

Prepared By: Jennifer Bryla – Community Development Director

Summary of Issue This is a request to authorize the City Manager to enter into an agreement with vendor Alan Jay Nissan to purchase a 2017 Nissan Frontier pick-up truck in the amount of \$20,271.33.

The new pick-up truck to be purchased is an addition to the current department vehicles to support the addition of a Code Enforcement officer.

Pricing for the vehicle purchase was quoted from the Florida Sheriff's Association-Florida Association of Counties competitive fleet bid awards program that offers a Statewide Purchasing Contract #15-23-0904 to local governments.

This vehicle was budgeted in the FY2017 Community Development budget at 19,000.00. The increase in cost will be covered by the reduction of other expenditures within the Division.

Requested Motion: “I move to authorize the City Manager to enter into an agreement with vendor Alan Jay Nissan to purchase a 2017 Nissan Frontier pick-up truck in the amount of \$20,271.33.

Attachment: Alan Jay Nissan - FSA # 15-23-0904 Quote.

**Reviewed by the
City Manager**

WS



Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	Quote 8186-2
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-991-4693	Mailing Address P.O. BOX 9200 Sebring, FL 33871-9200	
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
10/13/2016

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/13/2016

REQUESTING AGENCY	ST PETE BEACH, CITY OF			
CONTACT PERSON	BILL PALMER	EMAIL	BPALMER@STPETEBEACH.ORG	
PHONE	727-363-9276	MOBILE	FAX	

NATIONAL JOINT POWERS ALLIANCE BID # 2017-102811	www.NationalAutoFleetGroup.com
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MODEL	31317	MSRP	\$24,030.00
2017 FRONTIER KING CAB SV 2WD			

CUSTOMER ID	NJPA PRICE	\$19,369.00
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BED LENGTH	6' BED
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** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS		DESCRIPTION	
QAK C		EXTERIOR COLOR GLACIER WHITE W/ BEIGE CLOTH INTERIOR	\$0.00
CONTRACT OPTIONS		DESCRIPTION	FACTORY OPTIONS
RAM-VB-154-SW1		RAM LAPTOP STAND FOR NISSAN FRONTIER	\$235.00
ATB-18-LP		HD ALUMINUM TOOL BOX WITH LOW-PROFILE LID AND 18" DEPTH	\$419.00
NEW-TAG		NEW CITY TAG (Includes temp tag & two way overnight shipping for signature).	\$248.33
EWD		EXTENDED WARRANTY DECLINED	\$0.00
CONTRACT OPTIONS			\$902.33

TRADE IN	TOTAL COST	\$20,271.33
YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~		
TOTAL COST LESS TRADE IN(S)	QTY 1	\$20,271.33

Estimated Monthly payments for 60 months paid in advance: \$372.09
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments	
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VEHICLE QUOTED BY	Scott Wilson	FLEET SALES MANAGER	scott.wilson@alanjay.com
"I Want to be Your Fleet Provider"			
I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.			

Prepared By:
 SCOTT WILSON
 ALAN JAY AUTOMOTIVE NETWORK
 441 US 27 NORTH
 SEBRING, FL 33870
 Phone: (863) 402-4234
 Fax: (863) 402-4221
 Email:
 SCOTT.WILSON@ALANJAY.COM



2017 Fleet/Non-Retail Nissan Frontier King Cab 4x2 SV Auto 31317

WINDOW STICKER

2017 Nissan Frontier King Cab 4x2 SV Auto		Interior: - No color has been selected.
2.5 L/146 CID Regular Unleaded I-4		Exterior 1: - No color has been selected.
* 5-Speed Automatic w/OD		Exterior 2: - No color has been selected.
CODE	MODEL	MSRP
	31317 2017 Nissan Frontier King Cab 4x2 SV Auto	W/A
	OPTIONS	
QAK	GLACIER WHITE	W/A
—	STANDARD PAINT	W/A
C	BEIGE, CLOTH SEAT TRIM	W/A
SUBTOTAL		W/A
Advert/Adjustments		W/A
Destination Charge		W/A
TOTAL PRICE		W/A
Est City: 17.00 mpg		
Est Highway: 23.00 mpg		
Est Highway Cruising Range: 485.30 mi		

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 459.0, Data updated 10/4/2016
 © Copyright 1986-2012 Chrome Data Solutions, LP. All rights reserved.

Customer File:

October 13, 2016 1:32:29 PM

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

Issue Considered: City Manager Compensation

Date: November 15, 2016

Prepared By: Wayne Saunders, City Manager *WS*

Summary of Issue: I have completed my second year as your City Manager. It has been an extremely busy year and while I am proud of our accomplishments, we still have a lot to do in the coming year. I look forward to working with the Commission, our staff, and our community as we address these new challenges and opportunities.

My employment agreement with the City provides for the Commission to consider an annual salary adjustment. I respectfully request and would appreciate the Commission's consideration of a salary adjustment effective on my anniversary date of November 3, 2016

Funding: Budgeted Salaries and Benefits

Requested Motion: "I approve that the City Manager's annual salary be adjusted from \$145,000 to _____, effective on his anniversary date of November 3, 2016

Attachment: N/A

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

Issue Considered: Ordinance 2016-03 – An ordinance amending chapter 86: Utilities to address Fats Oils and Grease (FOG)

Date: November 15, 2016

Prepared By: Bruce Cooper, Building Official

Through: Jennifer Bryla, Community Development Director

Summary of Issue: This ordinance will affect all Food Service Establishments and Automotive Related Enterprises which discharges Fats, Oils and Grease, also known as FOG. If approved, all establishments will be required to obtain a “Commercial Wastewater Discharge Permit” from the City. The permit will require all establishments to update all grease traps or oil/water separators to comply with the Florida Plumbing Code. In addition, the City will have the ability to inspect their systems and paperwork to insure that they are properly maintained.

The Ordinance was initiated at the request of the Florida Department of Environmental Protection via the City's consent order #14-0021 condition #17.

Requested Motion: I move to approve Ordinance 2016-03 as presented. (read title)

Attachment: Ordinance 2016-03

**Reviewed by the
City Manager:** 

MEMO

To: City Commission
From: Bruce Cooper
Date: 11/15/16
Re: Ordinance #2016-03, Fats, Oils and Grease (FOG)

City staff utilized the City of Clearwater's FOG ordinance and modified it accordingly. This ordinance will affect all Food Service Establishments and Automotive Related Enterprises which discharges Fats, Oils and Grease, also known as FOG. If approved, all establishments will be required to obtain a "Commercial Wastewater Discharge Permit" from the City. In addition to the permit, the ordinance provides for;

- Inspection Program including a pre-permit inspection and routine inspections.
- All businesses desiring to collect, pump or haul grease wastes from your establishment, shall be required to maintain a Pinellas County "Grease Waste Hauler Permit".
- Enforcement, Fines and Remedies.

The main objective of this ordinance is to insure that all establishments have properly sized grease traps, grease interceptor or oil/water separators and that they are properly maintained.

Staff has provided the effective date on June 1, 2017 for the following reasons:

- To give staff and all business owners additional time to be prepared. Staff has submitted a letter to all business owners advising them of this first reading.
- Submit a subsequent ordinance amending Appendix A for the inspection fee as established in Section 86-150 (c) and the annual permit fee established in Section 86-152.

ARTICLE V. FATS, OILS, AND GREASE (FOG) MANAGEMENT PROGRAM

Ordinance 2016-03

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, PROVIDING FOR AMENDMENT OF CHAPTER 86 – UTILITIES, OF THE CITY OF ST. PETE BEACH CODE OF ORDINANCES SECTION(S) 86-147 – 86-153, PERTAINING TO FATS, OILS, AND GREASE (FOG); PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith, TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission wishes to update the City's regulations pertaining Fats Oils and Grease Management within the City; and

WHEREAS, the City Commission has found this Ordinance to be in compliance with the City's consent order issued by DEP dated November 21, 2014; and

WHEREAS, the City Commission has found this Ordinance to be in the best interest of the City of St. Pete Beach;

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

Section 1. ARTICLE V. FATS, OILS, AND GREASE (FOG) MANAGEMENT PROGRAM

[Sec. 86-147. GENERAL PROVISIONS.](#)

[Sec. 86-148. DEFINITIONS AND ABBREVIATIONS.](#)

[Sec. 86-149. GREASE TRAPS, GREASE INTERCEPTORS, AND OIL/WATER SEPARATORS.](#)

[Sec. 86-150. PERMITTING AND INSPECTION PROGRAM.](#)

[Sec. 86-151. GREASE WASTE HAULER REQUIREMENTS.](#)

[Sec. 86-152. CHARGES.](#)

[Sec. 86-153. ENFORCEMENT, FINES, REMEDIES.](#)

Sec. 86-147. GENERAL PROVISIONS.

(a) Purpose and policy. This article sets forth uniform requirements for food service establishments and automotive related enterprises located within the City of St. Pete Beach and to food service establishments and automotive related enterprises located outside the city who are, by contract or

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CHAPTER 86: UTILITIES

ARTICLE V. FATS, OILS, AND GREASE (FOG) MANAGEMENT PROGRAM

agreement with the city, users of the Wastewater Collection System, herein after referred to as the WWCS. This Article enables the city to comply with all applicable state and federal laws including the Clean Water Act (33 United States Code Sec.1251 et seq.). This article further establishes uniform permitting, maintenance, and monitoring requirements for controlling the discharge of fats, oils and grease from food service establishments and automotive related enterprises discharging to the City of St. Pete Beach WWCS.

(b) Objectives. The objectives of this article are:

- (1) To preclude the introduction of excessive amounts of fats, oils, and grease into the City of St. Pete Beach' wastewater collection and transmission system; and
- (2) To prevent obstruction or blockage of the city's sanitary sewer lines due to grease build-up, attributing to sanitary sewer backups and overflows or releases of wastewater that reach waters of the United States, publicly and privately-owned properties, streets, and residential and commercial buildings, resulting in potential environmental and civil liability to the city; and
- (3) To protect the health, safety, and welfare of the citizens of and visitors to the City of St. Pete Beach, the integrity of the environment, and regulate the use of the city's wastewater collection and transmission system as required by law; and
- (4) To set forth the procedures to be followed in administering this article and to provide penalties for violations thereof; and
- (5) To implement a procedure to recover the costs incurred by the city, including staff time and equipment used, in cleaning and maintaining wastewater collection system lines and disposing of grease blockages; and
- (6) To implement a procedure to recover costs for any liability incurred by the city for damages caused by grease blockages resulting in the flooding of streets, residences, or commercial buildings and to prevent similar recurrences; and
- (7) To issue Commercial Wastewater Discharge Permits (CWDPs) to food service establishments and automotive related enterprises requiring grease trap, grease interceptor, and/or oil/water interceptor installation, maintenance, monitoring, compliance, and enforcement activities; and
- (8) To establish administrative review procedures and reporting requirements; and
- (9) To establish fees for the recovery of costs resulting from the program established herein; and
- (10) To establish enforcement procedures for violations of any part or requirement of this article.

(c) Administration. Except as otherwise provided herein, the Director of the Public Services Department (Director), or other such persons as delegated by the City Manager, shall assign the administration of the FOG Management Program to designated staff for implementation and enforcement of the provisions of this article, up to and including fines for non-compliance.

(d) Applicability. The provisions of this article shall apply to all existing food service establishments and automotive related enterprises and to all food service establishments and automotive related enterprises that commence operation on or after the effective date of this article that are located within the municipal boundaries of the City of St. Pete Beach and to all existing food service establishments and automotive related enterprises and to all food service establishments and automotive related enterprises that begin operations on or after the effective date of this article located outside the municipal boundaries of the city, and who are, by contract or agreement with the city, users of the WWCS owned, operated, and maintained by the City of St. Pete Beach, Florida.

(e) Severability. If any clause, sentence, paragraph, section or subsection of these regulations shall be adjudged invalid for any reason whatsoever, such judgment shall not affect, repeal or invalidate the

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ARTICLE V. FATS, OILS, AND GREASE (FOG) MANAGEMENT PROGRAM

remainder thereof, but shall be confined to the clause, sentence, paragraph, section or subsection thereof found to be invalid.

- (f) *Disclaimer of liability.* These regulations shall not be construed or interpreted as imposing upon the city, its officials, or employees:

- (1) Any liability or responsibility for damages to any property; or
- (2) Any warranty that any system, installation, or portion thereof that is constructed or repaired under permits and inspections required by these regulations will function properly. In addition, any employee charged with enforcement, acting in good faith and without malice in the discharge of their duties, shall not thereby be personally liable and is hereby relieved from personal liability for damage that may occur to any person or property as a result of any act required by these regulations.

Sec. 86-148. DEFINITIONS AND ABBREVIATIONS.

- (a) *General definitions.* Unless the context specifically indicates otherwise, the following terms and phrases used in this article shall have the meaning hereinafter designated as follows:

- (1) "Automotive related enterprise". An establishment where automotive vehicles are serviced, greased, repaired, or washed and which contribute wastes containing petroleum (hydrocarbon) based oils and greases. Automotive related enterprises shall include, but shall not be limited to, automotive repair garages, gasoline stations with grease racks, and commercial vehicle wash facilities.
- (2) "Automotive related enterprise owner" or "owner". In the case of an individual automotive related facility, the owner or proprietor of the automotive related operation. Where the automotive related facility is a franchise operation, the owner of the franchise is the responsible person or entity. Where the automotive related facility is owned by a corporation, the corporate representative is the responsible entity.
- (3) "Best Management Practices" or "BMP". Techniques used throughout the food service industry, and have proven effective when implemented properly and consistently.
- (4) "Black water". Wastewater from sanitary fixtures such as toilets and urinals.
- (5) "City". The City of St. Pete Beach, Florida, or the Board of City Commissioners of St. Pete Beach, Florida and all authorized representatives.
- (6) "Commercial wastewater discharge permit (CWDP)". A permit issued by the City of St. Pete Beach, Florida, authorizing the discharge of wastewater to the city's WWCS from a food service establishment or an automotive related enterprise.
- (7) "Control Authority". The City of St. Pete Beach, Florida through the Director of the Public Services Department.
- (8) "Director". The Director of the City of St. Pete Beach' Public Services Department, or such other persons designated by the City Manager.
- (9) "Food service establishment" or "establishment" or "FSE". Any business or food service facility, which prepares, processes, and/or packages food for sale or consumption, on or off site, with the exception of private residences. Food service establishments shall include, but are not limited to: food courts, food manufacturers, food packagers, restaurants, grocery stores, delicatessens, bakeries, retail and wholesale meat markets, retail and wholesale seafood markets, lounges, hospitals, nursing homes, assisted congregate living facilities, churches, schools, and all other food service facilities not specifically listed above. For the purpose of this division, food service establishment shall not include a facility that only prepares beverages; an

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ARTICLE V. FATS, OILS, AND GREASE (FOG) MANAGEMENT PROGRAM

establishment that only sells prepackaged foods, or an establishment that is currently classified as a Significant Industrial User by and permitted through the city's Industrial Pretreatment Program.

- (10) "Food service establishment owner" or "owner". In the case of individual food service establishments, the owner or proprietor of the food service operation. Where the food service establishment is a franchise operation, the owner of the franchise is the responsible person or entity. Where the food service establishment is owned by a corporation, the corporate representative is the responsible entity. Where two or more food service establishments share a common grease interceptor, the owner shall be the individual who owns or assumes control of the grease interceptor or the property on which the grease interceptor is located.
- (11) "Garbage". Solid waste resulting from the domestic or commercial preparation, cooking, and dispensing of food, and from the handling, storage, and sale of produce, meats, and seafoods.
- (12) "Garbage disposal" or "garbage grinder". A device which shreds or grinds up waste material into smaller portions prior to discharge into the city's wastewater collection and transmission system.
- (13) "Gray water". All of the liquid contained in a grease interceptor that lies below the floating grease layer and above the food solids layer.
- (14) "Grease". A material, either liquid or solid, containing substances which may solidify or become viscous at temperatures between 32 degrees and 150 degrees Fahrenheit, composed primarily of fats, oils or grease from animal or vegetable sources. The phrases "fats, oils and grease", "FOG", "oil and grease," or "oil and grease substances" shall be included in this definition.
- (15) "Grease interceptor". A device located underground and outside of a food service establishment designed to collect, contain, or remove food waste solids and grease from the wastestream while allowing the balance of the liquid waste ("gray water") to discharge to the city's wastewater collection and transmission system by gravity flow or to a privately-owned collection and transmission system, which discharges to the city's wastewater collection and transmission system. Grease interceptors are required whenever and wherever grease waste is produced in quantities that could otherwise cause line stoppage or hinder sewage disposal and shall be in conformance with the provisions of the most current edition of the Florida Plumbing Code and all other federal, state, and local regulations.
- (16) "Grease trap". A device located inside a food service facility or under a sink designed to collect, contain or remove food wastes and grease from the waste stream while allowing the balance of the liquid waste ("gray water") to discharge to the city's wastewater collection and transmission system by gravity flow or to a privately-owned collection and transmission system, which discharges to the city's wastewater collection and transmission system. Grease traps shall be in conformance with the provisions of the most current edition of the Florida Plumbing Code.
- (17) "Grease waste hauler". A person who collects the contents of a grease interceptor or grease trap and transports it to an approved grease recycling or grease disposal facility. A grease waste hauler may also provide other services to a food service establishment related to grease interceptor maintenance.
- (18) "Oil/water separator". A device designed and installed to segregate oil and water to prevent the discharge of oils to the WWCS. Oil/water separators are required where oils are discharged in quantities that could hinder the operation of the WWCS as determined by the city, including, but not limited to, facilities where automotive vehicles are serviced, greased, repaired, or washed.
- (19) "Registered grease waste hauler list". A list of grease waste haulers registered with the City of St. Pete Beach in accordance with the provisions outlined in [Sec. 86-151](#) of this article and authorized to collect grease and operate a grease waste hauling business in the city.
- (20) "Shall" is mandatory. "May" is permissive.

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ARTICLE V. FATS, OILS, AND GREASE (FOG) MANAGEMENT PROGRAM

(21) "Significant industrial user".

- a. All users subject to categorical standards under Rule 62-625.410, FAC and 40 CFR Chapter I, Subchapter N, which has been adopted by reference in Rule 62-660, FAC; and
- b. Any other industrial user that:
 1. Discharges an average of 25,000 gallons per day or more of process wastewater to the WWCS (excluding sanitary, noncontact cooling, and boiler blowdown wastewater); or
 2. Contributes a process wastestream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the WWCS; or
 3. Is designated as such by the city on the basis that it has a reasonable potential for adversely affecting the WWCS's operation or for violating any pretreatment standard or requirement in accordance with Rule 62-625.500(2)(e), FAC.

(22) "Wastewater". The liquid and water-carried industrial or domestic wastes from dwellings, commercial establishments, industrial facilities, and institutions, together with any solids or other pollutants which may be present, whether treated or untreated, which is contributed into or permitted to enter the WWCS.

(23) "Wastewater collection and/or transmission systems" or "WWCS". Sewer, pipelines, conduits, manholes, pumping stations, force mains, and all other facilities used for the collection and transmission of wastewater from individual service connections to the wastewater treatment plant intended for the purpose of providing treatment prior to release to the environment.

(b) Abbreviations. The following abbreviations, when used in this article, shall have the designated meanings as follows:

- (1) BMP—Best Management Practices.
- (2) CWA—Clean Water Act.
- (3) CWDP—Commercial Wastewater Discharge Permit.
- (4) FAC—Florida Administrative Code.
- (5) FDEP—Florida Department of Environmental Protection.
- (6) FOG—Fats, Oils, and Greases.
- (7) FSE—Food Service Establishment.
- (8) NOV—Notice of Violation.
- (9) WWCS—Wastewater Collection and/or transmission System.

Sec. 86-149. GREASE TRAPS, GREASE INTERCEPTORS, AND OIL/WATER SEPARATORS.

(a) Requirements. All food service establishments and automotive related enterprises are required to have a grease trap or grease interceptor, or an oil/water separator, respectively, properly installed in accordance with any and all applicable requirements of the most current edition of the Florida Plumbing Code.

- (1) New establishments. On or after the effective date of this article, all food service establishments and automotive related facilities, which are proposed or newly constructed, or existing food service establishments and automotive related facilities, which will be expanded, renovated, or

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remodeled, to include a food service establishment or automotive related facilities, where such an establishment or facility did not previously exist, shall be required to install a grease interceptor(s), grease trap(s) or oil/water separator in accordance with the requirements of the most current edition of the Florida Plumbing Code and to operate and maintain the grease interceptor(s), grease trap(s) or oil/water separator in accordance with the requirements outlined in this article. Grease interceptors, grease traps, and oil/water separators shall be installed and permitted prior to the issuance of a certificate of occupancy by the city's Building Department.

(2) Existing establishments.

- a. All food service establishments and automotive related shall be required to upgrade or replace their existing grease interceptor, grease trap, and/or oil/water separator, if it's determined by the Control Authority that the existing systems, is not in compliance with the Florida Building Code, (Plumbing) within 180 days of notification. Appeals may be made to the Control Authority within 14 days from receiving such notification. Appeals shall only be granted on the basis of the existing establishments and or facilities having insufficient area either inside the building or outside on the building site.

When applying for a permit as required by Section 86-150 (a) the owner of the Food Service Establishment or auto related enterprise shall obtain the services of a licensed Plumber to submit along with the application the following information:

1. Site plan and/or floor plan depicting all grease traps, grease interceptors, and oil/water separators.
2. The size of all grease traps, grease interceptors, and oil/water separators (system(s)).
3. Calculations showing the type and capacity required by the Florida Building Code, Plumbing.
4. If the calculations show that the existing system(s) are deficient, then plans must be submitted to show how the system will be brought into compliance.

- b. At any time after any food service establishment and automotive related facilities are brought into compliance based on subsection (a) above the city shall require an existing food service establishment or an automotive related facility to install a new oil and grease removal system, which shall include a grease interceptor, grease trap, or oil/water separator that complies with the requirements of the most current edition of the Florida Plumbing Code or to modify, repair, or replace any noncompliant plumbing or existing grease interceptor, grease trap, or oil/water separator within thirty (30) business days of written notification by the Control Authority when any one or more of the following conditions exist:

1. The establishment does not have a grease interceptor, grease trap, or oil/water separator; or
2. The establishment is found to be contributing fats, oils, and greases in quantities sufficient to cause wastewater collection system line stoppages or necessitate increased maintenance on the city's wastewater collection and transmission system; or
3. The establishment has an irreparable, or defective grease interceptor, grease trap, or oil/water separator; or
4. Remodeling of the food preparation or kitchen waste plumbing system is performed, which requires a plumbing permit to be issued by the City of St. Pete Beach; or

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5 There is a change in the intended use of the establishment; or

6 The existing establishment is sold or undergoes a change in ownership; or

7. The existing establishment does not have plumbing connections to a grease interceptor, grease trap, or oil/water separator in compliance with the requirements of this article;

(c) Plumbing connections. Grease interceptors, grease traps, or oil/water separators shall be installed in accordance with the most current edition of the Florida Plumbing Code, which requires that such grease interceptor, grease trap, or oil/water separator be located in the food service establishment's or automotive related facility's lateral service line between all fixtures which may introduce fats, oils, or greases into the sewer system and the connection to the city's wastewater collection and transmission system. Wastewater from sanitary facilities (black water) and other similar fixtures shall not be introduced into the grease interceptor, grease trap, or oil/water separator under any circumstance and is strictly prohibited.

(d) Grease traps. Grease traps shall be installed in accordance with the most current edition of the Florida Plumbing Code and the FSE shall operate and maintain its grease trap in accordance with the following criteria:

1) Inspection, cleaning and maintenance. Each FSE shall be solely responsible for the cost of the grease trap's proper installation, inspection, cleaning, and maintenance. Each FSE may contract with a grease waste hauler who is currently permitted by Pinellas County, Florida, or may perform its own grease trap cleaning and maintenance. All grease traps shall be opened, inspected, cleaned, and maintained at a minimum of once per week. In addition to the required weekly cleaning, each FSE shall determine an additional cleaning frequency at which its grease trap(s) shall be cleaned according to the performance standards outlined in the city's guidance document entitled "Design and Performance Criteria for Grease Traps, Grease Interceptors, and Oil/water Separators".

2) Control Authority inspection. Grease traps shall be periodically inspected by the Control Authority, upon the presentation of proper credentials and identifications, as necessary to assure compliance with this article and to assure proper cleaning and maintenance schedules are being adhered to.

3) Repairs and replacement. The FSE shall be solely responsible for the cost and scheduling of all repairs to and/or replacement of its grease trap(s). Repairs or replacement required by the Control Authority shall be completed by a specified date of the written notice of required repairs or replacement is received by the establishment. The Control Authority may authorize an extension of time to achieve compliance, if requested by an FSE. If additional time is necessary to come into compliance with the provisions of this article, the FSE may submit a compliance schedule establishing a schedule for bringing the FSE into compliance on a reasonably agreed upon date.

4) Disposal. Grease and solid materials removed from a grease trap shall be containerized and appropriately disposed of in the FSE's solid waste disposal system.

5) Record keeping. The FSE shall maintain records of the date, time, and signature of all cleaning and maintenance for each grease trap in a logbook and shall make this logbook available for inspection by the Control Authority upon request.

(e) Grease interceptors. Grease interceptors shall be designed and installed in accordance with the most current edition of the Florida Plumbing Code. Each FSE shall operate and maintain its grease interceptor in accordance with the following criteria:

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- 1) Inspection, pumping, and maintenance. Each FSE shall be responsible for all costs associated with the proper installation, inspection, pumping, cleaning, and maintenance of its grease interceptor. All FSE's that have grease interceptors shall utilize a contracted grease hauler who has been permitted by Pinellas County, Florida. Pumping services shall include the complete removal of all contents, including floating materials, wastewater and bottom sludges and solids from the interceptor.
- 2) Pumping frequency. Each FSE shall have its grease interceptor(s) pumped at a minimum frequency of once every calendar month. There shall be a minimum period of three (3) weeks between each required pumping. In addition to required monthly pumping, each Control Authority shall determine an additional or reduced frequency at which its grease interceptor(s) shall be pumped according to the performance standards outlined in the city's guidance document entitled "Design and Performance Criteria for Grease Traps, Grease Interceptors, and Oil/water Separators".
- 3) Control Authority inspection. Grease interceptors shall be periodically inspected by the Control Authority, upon the presentation of proper credentials and identifications, as necessary to assure compliance with this article and to determine if proper cleaning and maintenance schedules are being adhered to. If, upon inspection, an interceptor is found to exceed the standards outlined in the city's guidance document entitled "Design and Performance Criteria for Grease Traps, Grease Interceptors, and Oil/water Separators", the FSE shall be required to have the interceptor pumped out within seventy-two (72) hours of the inspection date. Failure to pump-out the interceptor shall constitute a violation of this article.
- 4) Repairs and replacement. The FSE shall be solely responsible for the cost and scheduling of all repairs to and/or replacement of its grease interceptor(s). Repairs or replacement required by the Control Authority shall be corrected by a specified date contained in the same written notice that requires the repairs or replacement. The Control Authority may authorize an extension of time to achieve compliance for an additional sixty (60) calendar days if requested by an FSE. If additional time is necessary to come into compliance with the provisions of this article, the FSE may submit a compliance schedule establishing a schedule for bringing the FSE into compliance on a reasonably agreed upon date.
- 5) Disposal. Wastes removed from each grease interceptor shall be disposed of at a facility permitted to receive and treat such wastes. Neither grease nor solid materials removed from the interceptors shall be returned to any grease interceptor, publicly or privately-owned sewer line, publicly or privately-owned manhole, publicly or privately-owned pump station, or any portion of the city's wastewater collection and transmission system or wastewater treatment facility.
- 6) Record keeping. Each FSE shall maintain records of cleaning and maintenance of the system, details of any repairs required, and dates of repair completion, and any other records pertaining to the interceptor. These records shall be made available for review upon request by the Control Authority, and shall contain the following information:
 - a. The as-built drawing of the establishment's plumbing system;
 - b. A copy of the current Commercial Wastewater Discharge Permit;
 - c. Receipts from grease pumpers, plumbers, parts suppliers, etc.;
 - d. Log of pumping, cleaning, and maintenance activities; and
 - e. Grease waste hauler information.

The file shall be available at all times for inspection and review by the Control Authority.

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(f) Oil/water separators. Oil/water separators shall be designed and installed in accordance with the most current edition of the Florida Plumbing Code. Each automotive related facility shall operate and maintain its oil/water separator in accordance with the following criteria:

- 1) Inspection, pumping, and maintenance. Each automotive related facility shall be responsible for all costs associated with the proper installation, inspection, pumping, cleaning, and maintenance of its oil/water separator. All automotive oil and grease generators that have oil/water separators shall utilize a contracted waste oil hauler.
- 2) Pumping frequency. Each automotive related facility shall have its oil/water separator(s) pumped at a minimum frequency of once every one hundred and eighty (180) days, or more frequently as needed to prevent carry over of oil and grease into the city's WWCS, which shall be determined by the Control Authority.
- 3) Control Authority inspection. Oil/water separators shall be periodically inspected by the Control Authority, upon the presentation of proper credentials and identifications, as necessary to assure compliance with this article and to determine if proper cleaning and maintenance schedules are being adhered to. If, upon inspection, an oil/water separator is found to exceed the standards outlined in the city's guidance document entitled "Performance Criteria for Grease Traps, Grease Interceptors, and Oil/water Separators", the automotive related enterprise shall be required to have the separator pumped out within seventy-two (72) hours of the inspection date. Failure to pump-out the oil/water separator shall constitute a violation of this article.
- 4) Repairs and replacement. The automotive related enterprise shall be solely responsible for the cost and scheduling of all repairs to and/or replacement of its oil/water separator(s). Repairs or replacement required by the Control Authority shall be corrected by a specified date of written notice of requiring the repairs or replacement is received by the facility. The Control Authority may authorize an extension of time to achieve compliance if requested by an automotive related enterprise. If additional time is necessary to come into compliance with the provisions of this article, the automotive related enterprise may submit a compliance schedule establishing a schedule for bringing the automotive related enterprise into compliance on a reasonably agreed upon date.
- 5) Disposal. Wastes removed from each oil/water separator shall be disposed of at a facility permitted to receive and treat such wastes. Neither oil nor solid materials removed from the separator shall be returned to any oil/water separator, publicly or privately-owned sewer line, publicly or privately-owned manhole, publicly or privately-owned pump station, or any portion of the city's wastewater collection and transmission system or wastewater treatment facility.
- 6) Record keeping. Each automotive related enterprise shall maintain records of cleaning and maintenance of each oil/water separator, details of any repairs required, and dates of repair completion, and any other records pertaining to the oil/water separators. These records shall be made available for review upon request by the Control Authority, and shall contain the following information:
 - a. The as-built drawing of the facility's plumbing system;
 - b. A copy of the current Commercial Wastewater Discharge Permit;
 - c. Receipts from pumpers, plumbers, parts suppliers, etc.;
 - d. Log of pumping, cleaning, and maintenance activities; and
 - e. Waste oil hauler information.

The file shall be available at all times for inspection and review by the Control Authority.

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- 7) Additives. Any chemicals, enzymes, emulsifiers, live bacteria, or other grease cutters, dissolving agents, or additives used for the purpose of oil and grease reduction shall be prohibited unless such use has been approved by the Control Authority prior to their addition to grease traps, grease interceptors or oil/water interceptors by the FSE, the automotive related enterprise or the grease hauler. Material Safety Data Sheets (MSDS) and any other applicable information concerning the composition, frequency of use, and mode of action of the proposed additive shall be sent to the city together with a written statement outlining the procedures for the proposed use of the additive(s). Based upon the information received and any other information solicited from the potential user or supplier, the Control Authority shall permit or deny the use of the additive in writing. Permission to use any specific additive may be withdrawn by the Control Authority at any time.
- 8) Alternative grease removal devices or technologies. Alternative device and technologies such as automatic grease removal systems shall be subject to written approval by the Control Authority prior to installation. Approval of the device shall be based on demonstrated (proven) removal efficiencies and reliability of operation. The Control Authority may approve these types of devices depending on manufacturer's specifications on a case by case basis. The establishment may be required to furnish analytical data demonstrating that oil and grease discharge concentrations to the city's wastewater collection and transmission system will not exceed the limitation established in Chapter 86, Article III of the City of St. Pete Beach' Code of Ordinances.

Sec. 86-150. PERMITTING AND INSPECTION PROGRAM.

- (a) Permitting requirements. All FSE and automotive related enterprises shall be required to apply for and obtain a "Commercial Wastewater Discharge Permit" (CWDP) from the city. The Control Authority shall approve, deny, or approve with special conditions all applications for CWDPs in accordance with the policies and regulations established in this article. The CWDP shall be in addition to any other permits, registrations, or local business taxes which may be required by Federal, State, or local law. It shall be a violation of this article for any FSE or automotive related enterprise identified by the Control Authority to discharge wastewater containing fats, oils, and grease to the City of St. Pete Beach' wastewater collection and transmission system without a current CWDP.
- (b) Application form. The Control Authority shall provide an application form for a CWDP. The appropriate form shall be sent to all FSE and automotive related enterprise owners identified by the Control Authority. All establishments required under the terms of this program to obtain a CWDP shall submit a completed application form for a CWDP to the Control Authority at the address shown on the form within thirty (30) calendar day of receipt of the form.
- (c) Pre-permit inspection procedure. Once a completed application form has been received, the FSE or automotive related facility shall be inspected by the Control Authority prior to the issuance of the CWDP. During the pre-permit inspection, the information contained in the application form will be verified. The grease interceptor, grease trap, or oil/water separator will be inspected. If all information is verified and the grease interceptor, grease trap, or oil/water separator is in proper working condition, a CWDP will be issued. Additionally, for FSE's, a copy of the Control Authority's information document entitled "Best Management Practices for the Control of Fats, Oils, and Grease", hereby incorporated by reference, will be issued. If the grease interceptor, grease trap, or oil/water separator requires any maintenance or repairs, or incorrect information has been submitted in the application, the Control Authority shall provide a written notice to correct any deficiencies, including a required time schedule for repairs to be completed prior to a second pre-permit inspection. (Second pre-permit inspections shall be performed after sufficient time to make corrections is provided to allow for corrective action by the establishment to occur. If the facility is not in compliance at the second pre-permit inspection or any subsequent pre-permit inspection,, a charge as outlined in "Appendix A" of the City's fee scheduled will be assessed. During the pre-

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permit inspection process program staff will record all pertinent information required to justify the recuperation of costs incurred by the city for re-inspections.

- (d) Commercial Wastewater Discharge Permit (CWDP). The following criteria shall apply to all CWDPs:
- 1) Each CWDP shall be effective for a period not to exceed two (2) years and shall have an effective and an expiration date;
 - 2) The CWDP must be displayed in a conspicuous place where it can be seen by the staff of the establishment;
 - 3) The CWDP shall be issued to a specific user for a specific operation. CWDP's may vary in content and requirements depending on the classification of the FSE or automotive related enterprise and the type(s) of oil and grease removal device(s) installed. A CWDP shall not be transferred or sold to a new owner under any circumstances. A new owner of a FSE or automotive related enterprise is required to apply for a new CWDP;
 - 4) The Control Authority shall provide the establishment with a CWDP renewal application sixty (60) days prior to the existing permit expiration date;
 - 5) An application for renewal of the CWDP shall be submitted at least thirty (30) days prior to the expiration date of the existing CWDP by each applicant wishing to continue to discharge into the city's WWCS. Failure to submit a application in a timely manner shall be in violation of this article;
 - 6) The terms and conditions of the CWDP are subject to modification by the Control Authority during the term of the permit, if conditions or requirements in this article are modified. The user shall be informed of any proposed changes in the issued permit at least sixty (60) days prior to the effective date of the change(s). Any changes or new conditions in the CWDP shall include a reasonable schedule for achieving compliance; and
 - 7) If the establishment changes or expands its scope of service, which will result in a discharge flow change, then a new permit application shall be filed.
- (e) Right of entry. Each FSE and automotive related enterprise shall allow the Control Authority and other duly authorized employees or agents of the city, bearing proper credentials and identifications, access at all reasonable times to all parts of the premises for the purpose of inspection, observation, records examination, measurement, sampling, and testing in accordance with the provisions of this article. The refusal of any FSE or automotive related enterprise to allow the Control Authority entry to or upon the facility's premises for purposes of system inspection, sampling effluents, or inspecting and copying records or performing such other duties as shall be required by this article shall constitute a violation of this article.
- (f) Inspection. All FSE's and automotive related facility's shall be inspected as follows:
- 1) Pre-permit inspection. Pre-permit inspections shall be conducted by the Control Authority as outlined in subsection (c) above.
 - 2) Routine Inspections. The Control Authority shall inspect FSE's and automotive related facility's on both an unscheduled and unannounced basis or on a scheduled basis after a CWDP has been issued to verify continued compliance with the requirements of this article. The Control Authority shall also determine if the practices contained in the "Best Management Practices for the Control of Fats, Oils, and Grease", issued to food service establishments, have been implemented. Inspections may include all equipment, food processing and storage areas and may include a review of the processes that produce wastewater discharged from the facility through the grease interceptor, grease trap, or oil/water separator. The Control Authority shall also inspect the grease interceptor, grease trap, or oil/water separator and may check the level of the grease interceptor, grease trap, or oil/water separator contents and/or take samples as

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necessary. The Control Authority shall record all observations in a written report. Any deficiencies shall be noted, including but not limited to:

- a. Failure to properly maintain the grease interceptor, grease trap, or oil/water separator in accordance with the provisions of the CWDP and this article; or
- b. Failure to report changes in operations, or wastewater constituents and characteristics; or
- c. Failure to keep copies of pumping manifests or receipts; or
- d. Failure to maintain logs, files, records, or access for inspection or monitoring activities; or
- e. Failure to obtain or renew the CWDP in a timely manner; or
- f. Inability of existing grease trap, grease interceptor, or oil/water separator to prevent the discharge of oil and grease into the city's collection and transmission system as evidence by the build-up of oil and grease downstream of the grease trap, grease interceptor, or oil/water separator or the unit is not properly sized; or
- g. Any other inconsistency with this article that requires correction by the FSE or automotive related enterprise.

If any deficiencies are recorded by the Control Authority during an inspection, the Control Authority shall provide the establishment a written notice to correct the deficiency within a specified time frame, and a tentative date for a first re-inspection.

- 3) *Re-inspections.* The Control Authority shall re-inspect establishments which received deficiency notices after the original inspection. The Control Authority shall inspect any repairs or other deficiencies and shall provide written notice of compliance or non-compliance as the case may be. A first re-inspection shall be performed after a specified time frame has elapsed to allow for corrective action by the establishment to be completed. In the event of continuing non-compliance, successive re-inspections will be scheduled and appropriate fees shall be charged \$50.00 in accordance with the city's pre-established fee rates as identified in Appendix A to the establishment for the second re-inspection, and all successive re-inspections.

Sec. 86-151. GREASE WASTE HAULER REQUIREMENTS.

- (a) *Pinellas County's "Grease Hauler Program".* Any person, firm, or business desiring to collect, pump, or haul grease wastes from FSEs serviced by the City of St. Pete Beach' WWCS shall hold and maintain an active and current Pinellas County "Grease Waste Hauler Permit".

Note: The City of St. Pete Beach WWCS does not accept grease waste.

- 1) It shall be unlawful for any identified grease waste hauler to clean or pump out grease interceptors within the city's sanitary sewer service area without a current Pinellas County "Grease Waste Hauler Permit" that is currently on file.
- (b) *Grease waste hauler requirements.* Grease waste haulers collecting, pumping, or transporting grease interceptor waste from FSEs located within the city's sanitary sewer area shall adhere to the following:
 - 1) All grease interceptors shall be pumped completely empty. Excessive solids shall be scraped from the walls and baffles, and inlet, outlet, and baffle ports shall be cleared. The re-introduction of gray water shall be strictly prohibited.
 - 2) No grease or gray water will be accepted at the city-owned WWCS. The grease waste hauler shall contract with other privately or publicly-owned, permitted facilities to properly dispose of grease and food solids at their own cost.

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- 3) Compliance with all federal, state, and local regulations regarding the pumping of grease interceptors and the transporting and disposal of their contents is required.
- (c) Spill reporting. Any accident, spill, or other discharge of grease or gray water, which occurs within the city's sanitary sewer service area, shall be reported to the city by the grease waste hauler as soon as possible, but in no case, not longer than 24 hours after the incident. The grease waste hauler shall be solely responsible for clean-up procedures and costs and shall comply with all procedures contained in federal, state, and local regulations.
- (d) Record keeping. Grease waste haulers shall retain, and make available for inspection and copying, all records related to grease interceptor maintenance and pumping and grease disposal from FSEs located within the City of St. Pete Beach' wastewater collection and transmission service area. These records shall remain available for a period of at least three years. This period may be extended by request of the Control Authority at any time. Failure to provide information to the Control Authority within 14 calendar days of a written request shall be a violation of this article. The Control Authority may require additional record keeping and reporting, as necessary, to ensure compliance with the conditions of this article.
- (e) Vehicle inspection. Grease waste haulers shall permit city staff, at any time while performing service to grease interceptors located within the city's sanitary sewer service area, to inspect the grease waste hauler's registered vehicles, cleaning procedures, and hauling records identifying final disposal destination.
- (f) Disposal. Waste removed from each grease interceptor shall be disposed of at a facility permitted to receive and treat such waste. Neither grease nor solid materials removed from a grease interceptor shall be returned to any grease interceptor, privately-owned collection and transmission system, or to any portion of the city's wastewater collection and transmission system or wastewater treatment plant.

Sec. 86-152. CHARGES.

- (a) Charges and billing. The charges provided for in this article are utility charges as that term is used in Sec. 86-10 of the Code of Ordinances and are separate and distinct from any and all other utility charges chargeable by the city. Such charges shall be due, payable, collectable, and enforceable as provided in Sec. 86-10 the Code of Ordinances. Charges applicable to this article are as follows:

All FSEs and AREs will be billed per Appendix "A".

Sec. 86-153. ENFORCEMENT, FINES, REMEDIES.

- (a) Code Enforcement Actions.
- (1) Violations of this article shall be enforced as code violations under **Article IX, Chapter 22** of the Code of Ordinances.
 - (2) The Director, Operations Manager, and Project Mangers of the Public Services Department are designated code inspectors for the purpose of enforcing this article.
- (b) Duties of the Control Authority.
- (1) Administrative rules. The director shall establish administrative rules for the enforcement of this article consistent with this article which shall be contained in the Department's Enforcement Response Plan for Commercial User Non-Compliance (ERP). The ERP and any amendments to the ERP shall be approved by resolution of the Board of Commissioners.

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- (2) Recommended compliance periods. The director or their designee shall establish recommended compliance periods by which various types and categories of violations must be corrected.
- a. The recommended compliance periods shall be used by code inspectors to calculate the date by which a violation must be corrected. Code inspectors are authorized to deviate from the recommended compliance periods in cases of emergency, where unique conditions and circumstances warrant otherwise, when necessary to protect public health or safety, the environment or the WWCS, or when no recommended compliance period has been established for the violation. In such cases the code inspector shall consider the seriousness of the violation, the immanency of any threat to public health or safety, the environment or the WWCS, and the length of time it would reasonably require to correct the violation in determining the compliance period and establishing a date when the violation must be corrected.
 - b. The recommended compliance periods shall be used by any person prosecuting a violation of this article before the Special Magistrate in making a recommendation to the board regarding an appropriate period of time to allow a violator to remedy a violation. A person prosecuting a violation of this article before the code enforcement board is authorized to deviate from the recommended compliance periods in cases of emergency, where unique conditions and circumstances warrant otherwise, when necessary to protect public health or safety, the environment or the WWCS, or when no recommended compliance period has been established for the violation. In such cases the person prosecuting a violation of this article shall consider the seriousness of the violation, the immanency of any threat to public health or safety, the environment or the WWCS, and the length of time it would reasonably require to correct the violation in determining the compliance period to recommend to the board.
- (3) Schedule of recommended fines. The director shall establish a schedule of recommended fines for violations under this article. The schedule of recommended fines shall be contained in the department's ERP, and shall be approved by resolution of the Board of Commissioners. In establishing a schedule of recommended fines, the director shall consider the seriousness of the violation, whether the violation poses a threat to public health or safety, the environment or the WWCS, the immanency of any such threat, and whether the violation is a repeat violation. The schedule of recommended fines shall be used by any person prosecuting a violation of this article in making a recommendation to the code enforcement board regarding the appropriate fine to assess against a violator. A person prosecuting a violation of this article is authorized to deviate from the schedule of recommended fines in cases of emergency, where unique conditions and circumstances warrant otherwise, when necessary to protect public health or safety, the environment or the WWCS, or when no recommended fine has been established for the violation. In such cases the person prosecuting a violation of this article shall consider the factors set forth in this section in determining the fine to recommend.
- (c) Violations. A notice of violation (NOV) may be issued to an establishment for any one or more of the following reasons:
- (1) Failure to properly maintain the grease interceptor, grease trap, or oil/water separator in accordance with the provisions of the CWPDP and this article; or
 - (2) Failure to report significant changes in operation, or wastewater constituents and characteristics; or
 - (3) Failure to maintain a file of records on-site at all times; or
 - (4) Failure to maintain a record of pumping activities; or
 - (5) Failure to provide logs, files, records, or access for inspection or monitoring activities; or

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- (6) Failure to apply for or renew a CWDP as required by this article in a timely manner; or
- (7) Any other failure to comply with the requirements of this article or conditions of a CWDP.
- (d) Notice of violation. A notice of violation under this article shall:
 - (1) State the date the violation was discovered,
 - (2) State the address where the violation occurred,
 - (3) State a clear description of the violation,
 - (4) State the specific sections of this article which are being violated,
 - (5) Describe in clear terms of the actions necessary to correct or contest the violation,
 - (6) State the date by which the violation must be corrected,
 - (7) State the name and address of the person issuing the notice, and
 - (8) Advise the violator of potential fines and penalties which can be imposed if the violation is not corrected and enforcement actions which the department can pursue if the violation is not corrected within the compliance period.

A notice of violation may refer to more than one violation.

(e) Compliance schedule.

- (1) If a violator requests additional time to correct the violation or otherwise achieve compliance after receipt of a NOV, he or she shall submit a compliance schedule to the code inspector on or before the date for compliance set forth in the NOV. The compliance schedule shall describe what actions the violator proposes to take to achieve compliance and prevent its reoccurrence and the date that these actions will be accomplished. The code inspector shall evaluate the request to determine if it is reasonable. In determining the reasonableness of the request, the code inspector shall consider the seriousness of the violation and, the good faith efforts of the violator to correct the violation.
- (2) If the code inspector determines that the request is reasonable, he or she shall issue a written short term compliance schedule to the violator describing the actions required to correct the violation and prevent its reoccurrence and the dates by which such actions shall be accomplished. The code inspector may modify the compliance actions or dates requested by the violator as deemed necessary when issuing a short term compliance schedule. Failure of the violator to comply with the short term compliance schedule shall be deemed a violation of this article.
- (3) If the code inspector determines that the request is unreasonable, he or she shall so notify the violator in writing and request a hearing before the Special Magistrate.

(f) Cease and desist orders.

- (1) When the director or his designate finds that an FSE or an automotive related enterprise is violating the provisions of this article and that such violation poses an imminent and significant threat to public health or safety, the environment or the WWCS, he or she may issue a cease and desist order to the violator directing that the violator immediately cease and desist all such violations and take such other actions as are reasonably necessary to promptly alleviate the threat.

CODE OF ORDINANCES

CHAPTER 86: UTILITIES

ARTICLE V. FATS, OILS, AND GREASE (FOG) MANAGEMENT PROGRAM

- (2) The cease and desist order shall be in writing and describe the violation and the steps necessary to alleviate the violation. The cease and desist order shall be served on the violator by facsimile, hand delivery or certified mail.
- (3) Failure of the violator to promptly comply with the cease and desist order shall be grounds for the director to immediately suspend the violator's utility service.
- (4) Nothing in this section shall prevent the director or his designate from taking any other action against the violator authorized by this article.
- (g) Emergency suspension of discharge.

 - (1) The director or his designate may immediately suspend the right of an FSE or an automotive related enterprise to discharge into the WWCS when necessary to stop an immanent and significant threat to the public health or safety, the environment or the WWCS.
 - (2) An FSE or an automotive related enterprise notified of an emergency suspension by the director or his designate shall immediately stop or eliminate its contribution to the WWCS. In the event the FSE or automotive related enterprise fails to immediately stop discharging into the WWCS, the director is authorized to take such steps as deemed necessary, including immediate severance of the utility service, to prevent damage or harm to the public health or safety, the environment or the WWCS.
 - (3) Nothing in this section shall prevent the director or his designate from taking any other action against the violator authorized by this article.
- (h) Permit revocation.

 - (1) Any CWDP issued under the provisions of this article is subject to modification, suspension, or revocation in whole or in part during the effective period for cause shown including, but not limited to, any one of the following:

 - a. Falsification of any information submitted as part of the application for the CWDP; or
 - b. Failure to comply with any requirement or regulation concerning discharges to the city's WWCS as provided in Sec. 86 of [the] City Code, or any amendments thereto; or
 - c. Failure to comply with any requirement or regulation contained in this article; or
 - d. Failure to pay charges required by this article, fines, or any assessed surcharges in a timely manner; or
 - e. When necessary to protect the public health, safety, or welfare and the integrity of the environment.
 - (2) In the event the Control Authority determines it is necessary to modify, suspend or revoke in whole or in part a CWDP, the Control Authority shall provide notice and an explanation of its intended action to CWDP holder by personal service or registered mail. Such notice shall advise the CWDP holder that he or she has fourteen days from the date of the notice to file a written appeal of the decision of the Control Authority to the City Manager. The written appeal shall set forth the reason or reasons the CWDP holder contends that the Control Authority's decision is unwarranted or unjustified. As soon as practicable, the City Manager shall schedule a formal hearing with the CWDP holder to provide the CWDP holder an opportunity to be heard on the decision of the Control Authority. Thereafter, the City Manager shall issue a written decision which may affirm, deny or modify the decision of the Control Authority.
 - (3) A CWDP holder who's CWDP has been revoked or suspended shall not be allowed to discharge wastewater from a regulated process until a new CWDP has been issued. The new CWDP may subject the CWDP holder to additional requirements and inspections as determined by the Control Authority.

CODE OF ORDINANCES

CHAPTER 86: UTILITIES

ARTICLE V. FATS, OILS, AND GREASE (FOG) MANAGEMENT PROGRAM

- (i) Recovery of damages, costs and expenses. An FSE, automotive related facility, person or entity shall be liable to the city for any damages, costs or expenses sustained or incurred by the city as the result of a violation of this article. The director shall first seek reimbursement of such damages, costs and expenses from the FSE, automotive related facility, person or entity causing such damages, costs or expenses. If reimbursement is not received within a reasonable time, the director shall request that the city attorney take such measures as deemed appropriate, including the filing of a civil suit, to recover such damages, costs or expenses.
- (j) Remedies nonexclusive. The remedies provided for in this article are not exclusive. The city may take any, all, or any combination of lawfully permitted actions against a noncompliant establishment, including termination of services. Additionally, the city is authorized to file a civil action, including an action for injunctive relief, in circuit court against a noncompliant establishment.
- (k) Liability for regulatory fines imposed against the city. If noncompliance by an establishment causes the city's WWCS to exceed the standards of its domestic wastewater operating permit or otherwise causes the city to be liable for fines or penalties imposed by a state or federal regulatory agency, the establishment shall be liable to the city for such costs.

SECTION 2. This Ordinance shall be published in accordance with the requirements of law.

SECTION 3. This Ordinance shall become effective June 1, 2017 upon final passage and adoption.

PASSED ON FIRST READING _____, a.d. 2016

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

Deborah Schechner , MAYOR

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

I, Rebecca C. Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2016.

CODE OF ORDINANCES
CHAPTER 86: UTILITIES

ARTICLE V. FATS, OILS, AND GREASE (FOG) MANAGEMENT PROGRAM

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

City Attorney

Andrew Dickman, Esq.



THE SUNSET CAPITAL OF FLORIDA

155 Corey Avenue

St. Pete Beach, FL 33706-1839

www.stpetebeach.org

NOTICE

October 27, 2016

Dear Business Owner,

The City of St Pete Beach City Commission held a Public Hearing and approved on first reading Ordinance #2016-03. This ordinance will affect all Food Service Establishments and Automotive Related Enterprises which discharge fats, oils and grease, also known as FOG. If approved, all establishments will be required to obtain a "Commercial Wastewater Discharge Permit" from the City. The application will be sent to all establishments and you will have 30 calendar days from receipt of this application to submit a completed application back to the City with the necessary information. This requirement will begin on June 1, 2017.

In addition to the permit, the ordinance includes:

- All establishments to upgrade their systems within 180 days from being notified if a deficiency is noted.
- An inspection program including a pre-permit inspection and routine inspections;
- That all businesses desiring to collect, pump or haul grease wastes from your establishment shall be required to maintain a Pinellas County "Grease Waste Hauler Permit";
- Enforcement, fines and remedies.

The main objective of this ordinance is to ensure that all establishments have properly sized grease traps, grease interceptors or oil/water separators and that they are properly maintained. The ordinance can be viewed on our web site: stpetebeach.org or you may obtain a copy from the Community Development Department.

The City Commission will hold the final reading, Public Hearing to consider the adoption of this Ordinance on November 15, 2016 at 6:00 p.m.

If you have any questions or concerns, please do not hesitate to call the City at 727-363-9277.

Sincerely,


Bruce Cooper, CBO, CFM

Building Official

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

ISSUE CONSIDERED: First Reading: Ordinance 2016-22 providing a supplemental appropriation for fiscal year 2016 to the General Fund and providing for funding.

DATE: November 15, 2016

PREPARED BY: Elaine Edmunds, Administrative Services Director

SUMMARY OF ISSUE: Ordinance 2016-22 provides a supplemental appropriation and revenue to the General Fund in the amount of \$432,264 and \$1,600,000 respectively.

The City was awarded a settlement from BP Oil in the amount of \$1,600,000. An outside firm that had been negotiating the agreement on behalf of the city received \$432,264 from the proceeds with the city receiving the net settlement amount of \$1,167,736.

The ordinance provides for a supplemental appropriation and revenue to the General Fund. Settlement revenue has increased \$1,600,000. The ordinance also recognizes the increase in extra legal fees of \$432,264 over the original amount budgeted.

REQUESTED MOTION: "I move to approve Ordinance 2016-22, (read title)..."

ATTACHMENTS: Ordinance 2016-22

**REVIEWED BY
CITY MANAGER:**



ORDINANCE 2016-22

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR A SUPPLEMENTAL APPROPRIATION TO THE GENERAL FUND FOR FISCAL YEAR ENDING SEPTEMBER 30, 2016; PROVIDING FOR FUNDING; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, estimated revenues and expenditures are provided in Ordinance 2015-25, Budget Ordinance; and

WHEREAS, the authority for appropriation amendments is provided in Article III, Section 3.13 (a) of the City Charter; and

WHEREAS, the city commission wishes to amend the general fund budgets for additional expenditures in fiscal year 2016 and provide funding for same.

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

Section One. An increase in the general fund budget revenue in the amount of \$1,600,000 recognizing the settlement monies received from BP Oil. An increase in the general fund budget expenditures of \$432,264 to be allocated to the City Attorney's budget for extra legal costs associated with the BP Oil settlement.

Section Two. This ordinance shall become effective upon final passage.

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.

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

Issue Considered: Resolution 2016-18, Re-appointing the Parking Citation Hearing Officer, Administrative Appeals Hearing Officer and Special Magistrate

Date: November 15, 2016

Prepared By: Rebecca C. Haynes, City Clerk

Prepared Through: Wayne Saunders, City Manager

Summary of Issue: Resolution 206-185 re-appoints Ms. Amber E. Ashton with the firm of deBeaubien, Knight, Simmons, Mantzaris & Neal, LLP as the City's Parking Citation Hearing Officer, Administrative Appeals Hearing Officer and Special Magistrate

Funding: Community Development Department, Code Enforcement Division, Account #001-5402-524-5310

Requested Motion: "I move to approve Resolution 2016-18...(read title of resolution) and to authorize the City Manager to execute the Special Magistrate agreement, effective December 1, 2016.

Attachments: Special Magistrate agreement

**Reviewed by
City Manager:** WS

RESOLUTION NO. 2016-18

A RESOLUTION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, RE-APPOINTING AMBER E. ASHTON AS THE PARKING CITATION HEARING OFFICER, ADMINISTRATIVE APPEALS HEARING OFFICER AND SPECIAL MAGISTRATE.

The City Commission of the City of St. Pete Beach, Pinellas County, Florida, at a regular meeting held on November 15, 2016, resolves as follows:

WHEREAS, The City Code of Ordinances, Chapter 82-169, Traffic and Vehicles, provides for a parking citation hearing officer; and,

WHEREAS, Division 3, Section 3.14(e) of the Land Development Code, provides that the City Commission may appoint one or more hearing officers to hear appeals; and,

WHEREAS, Section 22-275, the Special Magistrate appointment shall be made by the City Manager on the basis of experience and interest in code enforcement. Such appointments shall be submitted to the City Commission for ratification.

NOW, THEREFORE, the City Commission of the City of St. Pete Beach, Pinellas County, Florida **DOES RESOLVE**:

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

Section Two. The Parking Citation Hearing Officer shall be Amber E. Ashton.

Section Three. The Administrative Appeals Hearing Officer shall be Amber E. Ashton.

Section Four. The appointment of Amber E. Ashton as the City's Special Magistrate for the City's Code Enforcement Division is ratified.

INTRODUCED AND PASSED by the City Commission of the City of St. Pete Beach, Pinellas County, Florida on this 15th day of November, 2016.

Deborah Schechner, Mayor

ATTEST:

Rebecca C. Haynes, City Clerk



DE BEAUBIEN KNIGHT SIMMONS MANTZARIS & NEAL LLP
ATTORNEYS AND COUNSELLORS AT LAW
ORLANDO | TALLAHASSEE | TAMPA
WWW.DBKSMN.COM

November 2, 2016

**VIA U.S. MAIL DELIVERY and
ELECTRONIC MAIL DELIVERY**

Andrew Dickman, Esq.
City Attorney
City of St. Pete Beach
155 Corey Avenue
cityattorney@stpetebeach.org

*Re: Engagement Letter to Serve as Special Magistrate
for the City of St. Pete Beach*

Dear Andrew:

It is with great pleasure that I submit to you the following as my proposed letter of engagement to set forth the terms of my engagement with the City of St. Pete Beach to serve as Special Magistrate beginning on December 1, 2016 and ending on November 30, 2017.

I. SCOPE OF SERVICES.

I will serve, on an as needed basis, as Special Magistrate to hear code enforcement matters, administrative appeal matters, parking violation matters, and such other and further matters as may be appropriate as set forth in the Code of Ordinances for the City of St. Pete Beach. In that capacity, I will preside over all hearings, in which my law firm or I do not have a conflict, render a decision where applicable and prepare the appropriate orders as necessary.

II. PAYMENT.

The City shall pay to my law firm, DeBeaubien, Knight, Simmons, Mantzaris & Neal, LLP, the sum of \$155 per hour plus costs for each actual attorney hour worked and \$55 per hour for each paralegal hour worked with regard to this engagement. For hearings as scheduled by the City and confirmed by the undersigned, there will be a minimum of one hour charged for attendance at the hearing.

In all matters hereunder, my Firm will submit each month to you or your designee, a Billing Statement of hours expended for services rendered and costs

incurred. All invoices shall be processed and made in the same manner as for all other City invoices and statements. All invoices shall be due and payable within thirty (30) days of the date of the invoice.

III. TERMINATION.

The term of this engagement may be renewed annually. However, the agreement may be terminated by either party immediately with cause or upon thirty (30) days' written notice without cause, or in accordance with the City's charter and code. If such termination occurs, the Firm will be paid for all services rendered and costs incurred, if applicable, to the date of notice of termination.

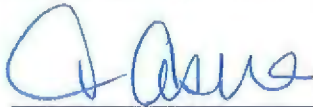
IV. MISCELLANEOUS.

A. Assignment. The services to be rendered under this engagement letter are personal to Amber E. Ashton and may not be assigned other than as provided herein, either directly or indirectly, to any other person or firm.

B. Amendments. This engagement letter may be amended only by written instrument signed by the Firm and the City of St. Pete Beach.

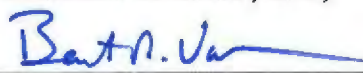
C. Independent Contractor Status. In the performance of legal services hereunder, Amber E. Ashton is an independent contractor and shall not hold herself out as an employee, agent or servant of the City of St. Pete Beach.

This letter of engagement shall not be binding and is of no effect until it has been executed by the authorized representative of the City and by Amber E. Ashton, individually, and Bart R. Valdes, on behalf of the Firm.



Amber E. Ashton

de BEAUBIEN, KNIGHT, SIMMONS,
MANTZARIS & NEAL, LLP,

By: 

Bart R. Valdes

Its: Partner

Date: 11/2/16

Andrew Dickman, Esq
November 1, 2016
Page 3 of 3

CITY OF ST. PETE BEACH, FLORIDA,

By: _____

Print Name: _____

Date: _____