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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, February 28, 2017
6:00 PM

Call to Order
Pledge of Allegiance
Invocation
Roll Call

REGULAR MEETING

1. **Presentations** - Presentations shall be limited to 5 minutes for non-city government related items.
 - a. **Our Savior Lutheran School leading City Commission in sign language for the Pledge of Allegiance**
2. **Changes to the Agenda** - Any agenda items to be added, moved, or deleted will be addressed at this time. Added items will be assigned agenda item numbers and moved items should remain with the same item numbers. Notation will be made that those items will be taken out of order. Consent items may be removed for discussion, changes, and/or anticipation of a non-unanimous vote and considered separately on the request of anyone on the Commission or by a majority vote of the City Commission upon request of an audience member.
3. **Audience Comments** - Comments shall be limited to 3 minutes per person to issues not on the agenda, 21 minutes in total.
4. **Consent**
 - a. **Approval of minutes from the Commission meeting held January 24, 2017.**
 - b. **Authorize the City Manager to sign a Highway Landscape Reimbursement Memorandum of Agreement (HLRMOA) with Florida Department of Transportation (FDOT) in the amount of \$90,000 for the City's landscape installation within the right of way**

- of State Road 699 (Blind Pass Road) from 75th Avenue to 82nd Avenue
- c. Authorize the City Manager to enter into a unit price purchasing agreement with Amroad Florida for Pavement Markings not to exceed the City's annual budget of \$35,000 for FY2017.
 - d. Authorize the City Manager to enter into a unit rate purchasing agreement with Rostan, Inc. for Disaster Debris Monitoring associated with FEMA declared disaster events.
 - e. Authorize the City Manager to enter into a unit rate purchasing agreement with D&J Enterprises, Inc. for Disaster Debris Removal associated with FEMA declared disaster events.

5. Action Items

- a. Authorize the City Manager to enter into a unit price purchasing agreement with Gilliam Construction, LLC for concrete sidewalk and curb replacement not to exceed the City's annual budget of \$100,000 for concrete sidewalk and curb replacement in FY2017.
- b. Authorize the City Manager to enter into a purchase agreement with Progressive Environmental Services, Inc. (SWS) for \$112,191.44 for pumping of the wastewater system to facilitate cleaning of our blocked and surcharged wastewater trunk lines.

6. Ordinances

- a. Ordinance 2017-02, Final Reading and Public Hearing, an ordinance of the City of St. Pete Beach, Pinellas County, Florida providing for a supplemental appropriation for fiscal year 2017 to the General, Wastewater, Reclaimed Water, Stormwater and Capital Improvement Funds, providing for funding and providing for an effective date.
- b. Ordinance 2016-19, Final Reading and Public Hearing, repeal and replace Division 20 of the Land Development Code, PAG Pass-A-Grille Overlay District.
- c. Ordinance 2017-03, Final Reading and Public Hearing, an Ordinance codifying Comprehensive Plan Amendment #03-16. An amendment to modify the Capital Improvements Element of the City's Comprehensive Plan to reflect legislative changes and

to remove the Capital Improvements Schedule from the Element and provide for adopting the Schedule annually via Ordinance as allowed by 163.3177(3)(b) Florida Statutes.

- d. Ordinance 2016-23, Final Reading and Public Hearing, codification of the Capital Improvements Schedule as taken from the Capital Improvements Element of the City of St. Pete Beach Capital Improvements Element of the Comprehensive Plan.**
- e. Ordinance 2017-01, Final Reading and Public Hearing, repeal and replace Division 29 - Concurrency, of the City's Land Development Code to reflect changes to the Capital Improvement Element and to incorporate concurrency tracking methodology.**

7. Resolutions

- a. Resolution No. 2017-02 for maintenance of landscaping on SR699 (Blind Pass Road) between 75th Avenue and 82nd Avenue to be installed and reimbursed under the FY17 Highway Landscaping Reimbursement Memorandum of Agreement (HLRMOA) with the Florida Department of Transportation**

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.**

CITY COMMISSION MEETING

MINUTES

JANUARY 24, 2017

6:00 P.M.

CALL TO ORDER

Mayor Schechner called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENT:

Deborah Schechner, Mayor
Rick Falkenstein, Vice Mayor
Terri Finnerty, Commissioner
Ward Friszolowski, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Wayne Saunders, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk
Jennifer Bryla, Community Development Director
Mike Clarke, Public Works Director
Elaine Edmunds, Administrative Services Director
Jennifer McMahon, Recreation Director

1. Presentations

- a. Tampa Bay Ferry and Water Taxi Presentation – Bob Myers

Dr. Robin “Bob” Myers presented the history of the ferry and plans for additional updated routes.

2. Changes to the Agenda

City Manager Wayne Saunders requested to pull Item 5(b) from the agenda to gather additional information to present at a future meeting.

3. Audience Comments

Doug Izzo, Tampa Bay Beaches Chamber of Commerce, spoke in support of alternative modes of transportation county-wide.

Karen Strykowski, Blind Pass Road, commented on deteriorating seawalls, impact fees and transportation alternatives.

4. Consent

- a. Approval of minutes from the December 13, 2016 and the January 10, 2017 regular City Commission meetings.
- b. Authorization to approve special event application, wet zone and street closure for a private block party scheduled for Thursday, January 26, 2017. Closures would be 30th Avenue from Sunset Way to the dead end.
- c. Authorization to approve street closures and wet zone for Island Festival on March 4, 2017.

City Manager Saunders reviewed the items and recommended approval as presented.

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

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

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

5. Action Items

- a. Perpetual Storm Damage Reduction Easement between City of St. Pete Beach and Pinellas County.

The easement is part of the Upham Beach Stabilization Project which includes not only maintaining the erosion but also constructing dune walkover structures.

Commissioner Finnerty moved to approve Item 5(a), to authorize the City Manager to execute the Upham Beach Stabilization Easement, excluding the concession stand. The motion was seconded by Vice Mayor Falkenstein.

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

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

- b. Interlocal Agreement between Pinellas County and the City of St. Pete Beach for replacement of dune walkovers.

Item 5(b) was pulled from the agenda.

6. Ordinances

No ordinances were submitted.

7. Resolutions

No resolutions were submitted.

8. Items for Discussion

Mayor Schechner requested a discussion in regard to visitor parking rates and visitor parking passes.

Commissioner Pletcher requested a discussion in regard to legislative representation at the local and state levels.

Vice Mayor Falkenstein requested a discussion in regard to a bike share program.

9. Audience Comments 2

There were no audience comments.

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

City Clerk Haynes reported on the following item:

- February 13, 2017 is the last day to register to vote in the March 14, 2017 election

City Manager Saunders reported on the following items:

- Tires on the beach have been removed
- I & I Repairs
- On-going manhole repairs

City Attorney Dickman reported on the following items:

- Provided an update on the Anderson case
- Provided a response to a newspaper article

Commissioner Finnerty reported on the following item:

- Outdoor dining establishment on Corey Avenue

Vice Mayor Falkenstein reported on the following item:

- Personal, vehicle and home safety

Commissioner Friszolowski reported on the following items:

- St. Pete Beach Classic Run was a success
- Belle Vista Community Association will hold their community meeting on February 9, 2017
- Lido Beach Community Association will hold their community meeting on February 16, 2017

Commissioner Pletcher reported on the following items:

- Vina del Mar will hold their annual dinner at the Warren Webster Community Center
- Tampa Bay Chamber of Commerce held their annual dinner on January 19, 2017

Mayor Schechner reported on the following items:

- Suntan Arts Center held a community meeting for the Don Cesar Homeowners Association
- Gulf Beaches Historical Museum
- Personal, vehicle and home safety

11. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 7:20 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Deborah Schechner, Mayor

Minutes approved on: _____

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

Issue

Considered: Authorize the City Manager to sign a Highway Landscape Reimbursement Memorandum of Agreement (HLRMOA) with Florida Department of Transportation (FDOT) in the amount of \$90,000 for the City's landscape installation within the right of way of State Road 699 (Blind Pass Road) from 75th Avenue to 82nd Avenue

Date: February 28, 2017

Prepared By: Mike Clarke, Public Services Director

**Summary
of Issue:**

Public Services received notice from FDOT that the FY17 annual landscaping reimbursement funds are available to add additional landscaping to State Roads within the City. The above referenced scope was identified based on the facts that the adjacent sections of this road (from 82nd Avenue to Captiva Circle) are currently being landscaped utilizing FY16 funding and the needs identified for this area.

FDOT has earmarked \$90,000 for design and construction of landscaping in this area. The FY17 HLRMOA will facilitate the reimbursement of these funds to the City upon completion and approval by FDOT.

Funding: CIP – FDOT Landscaping

**Requested
Motion:**

"I move to authorize the City Manager to enter into a Highway Landscape Reimbursement Memorandum of Agreement (HLRMOA) with Florida Department of Transportation (FDOT) in the amount of \$90,000 for the City's landscape installation within the right of way of State Road 699 (Blind Pass Road) from 75th Avenue to 82nd Avenue

Attachments: FDOT HLRMOA

**Reviewed by
City Manager:** WS

**DISTRICT SEVEN HIGHWAY LANDSCAPE REIMBURSEMENT
AND MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, made and entered into as of the _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, (the "Department") and CITY OF ST. PETE BEACH, ("Agency").

WITNESSETH

WHEREAS, the Department owns State Road 699 (Blind Pass Road) right-of-way from 75th Ave. to 82nd Ave. between M.P. 2.595 and M.P.2.999; Section #15-100-000 in Pinellas County, Florida and

WHEREAS, the Agency seeks to beautify that portion of State Road 699 referenced above through the installation of landscape improvements which would enhance its aesthetic quality; and

WHEREAS, under F.P.I.D. 440202-1-58-01 the Department has allocated funds for such improvements and is authorized pursuant to Section 334.044(26), Florida Statutes, to reimburse the Agency for eligible expenditures; and

WHEREAS, upon installation of such improvements, the Agency has agreed to maintain those improvements in accordance with the provisions below; and

WHEREAS, the Department is authorized pursuant to Section 334.044(7), Florida Statutes to enter into contracts and agreements with counties/municipalities for maintenance of roadside landscape improvements on the State Highway System; and

WHEREAS, the Agency has authorized its officers to execute this Agreement on its behalf,

NOW THEREFORE, for and in consideration of the mutual benefits that flow each to the other, the parties covenant and agree as follows:

1. SUBMITTALS

a. The Agency shall produce plans for, and install landscape improvements on, those areas of the State Road as depicted in the Landscape Plans and Specifications attached. All work conducted in connection with plans production and installation of improvements shall be referred to as the "Project".

b. Within one hundred and twenty (120) calendar days after execution of this Agreement, the Agency shall submit to the Department three (3) hard copies and one (1) electronic copy of the landscape plans and specifications. This shall include:

1. A Maintenance Plan.
2. Maintenance of Traffic plan sheets.
3. Two (2) copies of the following documents are required:
 - a. The Project schedule.
 - b. Letters of no conflict from all utilities within the Project limits.
 - c. Project cost estimate.

Within fifteen (15) business days of the receipt of review comments by the Department, the Agency shall revise all documents required herein in accordance with the Department's comments and submit one (1) electronic copy of the revised documents for the Department's written approval. Within five (5) business days of receipt of Department approval, the Agency shall submit two (2) hard copies and one (1) electronic copy of the approved Plans and Specifications in 11" x 17" format to the Department. Failure to submit any of the required documents within the time periods specified may result in termination by the Department of this Agreement.

c. If any of the submittals of the Agency pursuant to Paragraph 1.b. are rejected by the Department and returned to the Agency for revisions, such documents must be approved and resubmitted to the Department not later than one hundred and eighty (180) calendar days following the execution of this Agreement. If such documents are not resubmitted as approved, the Department may terminate this Agreement, including its obligation to reimburse any monies expended for the Project except for those approved expenditures for design of the Project.

d. All notices, demands, requests or other instruments shall be given by depositing the same in the U.S. Mail, postage prepaid, registered or certified with return receipt requested.

(1) If to the Department, address to District Maintenance Engineer, at Florida Department of Transportation, MS 7-1200, 11201 N. McKinley Drive, Tampa, Florida 33612-6456 or at such other address as the Department may from time to time designate by written notice to the City; and

(2) If to the Agency address to Ian Wade, P.E.; Project Manager, Public Services Dept.; City of St. Pete Beach; 155 Corey Avenue; St. Pete Beach, FL 33706-1839 or at such other address as the Agency from time to time designates by written notice to the Department.

All time limits provided hereunder shall run from the date of receipt of all such notices, demands, requests and other instruments.

2. INSTALLATION

a. The Agency shall not commence Project installation until the Department has issued a Notice to Proceed with Construction. Said Notice shall contain the Project completion date. The Agency shall notify the District Landscape Architect (DLA) and the Operations Center Engineer two (2) business days prior to commencing work on the Project site.

b. The Agency agrees to install or cause to be installed landscaping within the Project area as specified in the attached Landscape Plans and Specifications. The Agency shall not change or deviate from the plan(s) without the Department's prior written approval.

c. If the Agency desires to position vehicles, equipment, or personnel, or to perform maintenance activities closer than fifteen (15) feet to the edge of pavement, or to close a traffic lane, Maintenance of Traffic shall be in accordance with the Project plans and the Department's Maintenance of Traffic Regulations. The Agency shall have a Worksite Traffic Supervisor certified in Advanced Maintenance of Traffic supervise the set up and operation of Maintenance of Traffic devices at the site of the construction or maintenance activity. Prior to proceeding with construction, the Agency shall provide the Department with the Worksite Traffic Supervisor's certification.

d. In the event that any portion of the Project is at any time determined by the Department to not be in conformance with all applicable laws, rules, procedures and guidelines of the Department, or is determined to be interfering with the safe and efficient operation of any transportation facility, or is otherwise determined to present a danger to public health, safety, or welfare, said portion shall be immediately brought into departmental compliance at the sole cost and expense of the Agency.

e. If the City fails to substantially complete Project installation by the completion date in the Notice to Proceed, the Department shall provide the Agency with written notice of its intent to terminate this Agreement. If the Agency fails to respond or take corrective action within the prescribed time period set forth in the notice, the Department may terminate the Agreement as provided for in Paragraph 6.b., including its obligation to reimburse any monies expended for the Project except for those portions of the Project already completed by the Agency and accepted by the Department.

f. Upon certification of completion by the Agency, inspection, and approval of the Project as substantially complete in writing by the DLA, the Project shall be subject to a ninety (90) calendar day establishment period. Work performed and costs incurred after final project approval are not eligible for reimbursement.

3. BILLING and PAYMENT

a. Upon completion of the ninety (90) calendar day establishment period and approval of the Project installation by the Department, the Agency shall, within one hundred and eighty (180) calendar days, furnish the Department with two (2) signed originals of its final and complete billing of all eligible costs incurred in connection with the Project. The invoice shall show the description and site of the Project; the date on which the first work was performed or the date on which the earliest billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where records and accounts billed can be audited.

b. The Department shall reimburse the Agency in an amount not to exceed \$90,000.00 Dollars and No Cents for all eligible expenditures for the professional design, inspection, and enforcement of the material and installation standards; and the purchase, installation, and establishment of plant material as identified in Exhibit "A". Reimbursement for design fees shall not exceed ten percent (10%) of the total reimbursement amount.

c. Payment shall be made to the Agency by the Department under the following conditions.

1. This Agreement has not been terminated pursuant to Paragraph 6. b.
2. The Agency agrees to complete the project on or before two (2) years from the date of the Agreement. If the Agency does not complete the project within this time period, any reimbursement for payment shall not be processed by the Department unless an extension of the time period is requested by the Agency and granted in writing by the Department
3. Written certification of the completion of the installation and acceptance by the Agency is provided to the Department.
4. The DLA has inspected the work and has issued a letter of final completion to the Agency noting that it has fully met with the terms and conditions of this Agreement.

5. After Department issuance of the Substantial Completion letter, the Agency shall provide the Department with two (2) hard copy sets and one (1) electronic copy of 11" x 17" format As-Built drawings.

4. STANDARD FINANCIAL PROVISIONS

a. The Department agrees to compensate the Agency for services described in Exhibit A - Landscape Plans and Specifications. The Method of Compensation is described in Section 3, "Billing and Payment".

b. The Agency shall provide quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, and its quantifiable, measurable and verifiable units of deliverables are described more fully in Exhibit A - Landscape Plans and Specifications. *(Section 287.058(1)(d) and (e) F.S.)*

c. Invoice Summaries shall be submitted by the Agency in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit A - Landscape Plans and Specifications. Deliverables must be received and accepted in writing by the Department's DLA prior to payments. *(Section 287.058 (1) (a), F.S.)*

d. There shall be no reimbursement for travel expenses under this Agreement.

e. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under **Chapters 215 and 216, F.S.** If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time frame to be specified by the Department. The Agency shall, within five (5) business days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement non-compliance. Payment shall not be made to the Agency until the goods and services have been received and proof of payment or other backup documentation as requested is provided to the Department. The Project must be completed (goods and services received and approved by the Agency) no later than_____.

The Agency providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services should take no longer than five (5) business days. The Department has twenty (20) calendar days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) calendar days are measured from the date the Invoice Summary is received. *(Section 215.422 (1), F.S.)*

If a payment is not available within forty (40) calendar days, a separate interest penalty at a rate as established pursuant to Section 55.03 (1), F.S., will be due and payable, in addition to the Invoice Summary amount, to the Agency. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the Agency requests payment. Invoice Summaries that have to be returned

to the Agency because of City preparation errors will result in a delay of the payment. The Invoice Summary payment requirements do not start until a properly completed Invoice Summary is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the Agency who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516. (*Section 215.422 (5) and (7), F.S.*)

f. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request by the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs. (*Section 287.058 (4), F.S.*)

g. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of *Section 339.135 (6) (a), F.S.*, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one year."

h. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature. (*Section 216.311, F.S.*)

i. The Agency agrees to comply with *Section 20.055 (5), F.S.*, and to incorporate in all subcontracts the obligation to comply with *Section 20.055 (5), F.S.*

5. MAINTENANCE

a. At such time as the Department issues a Notice to Proceed with Project installation and until such time as the Project is removed pursuant to Paragraphs 5. f. and 6. a., the Agency shall maintain the Project in a reasonable manner and with due care in accordance with Project standards. Specifically, the Agency agrees to:

(1) remove litter from all landscaped areas of the Project;

- (2) remove fallen palm fronds, fallen fruit and flower stalks and fallen twigs and limbs from all landscaped areas of the Project;
- (3) water and fertilize all plants;
- (4) mulch all plants beds;
- (5) keep plants as free as practicable from disease and harmful insects;
- (6) weed the Project premises routinely;
- (7) mow and/or cut grass within the areas delineated by the landscape plans;
- (8) prune all plants, specifically remove all dead or diseased parts of plants and prune of all parts of plants that present a visibility hazard to those using the roadway;
- (9) replace, or at the Agency's option, remove all dead or diseased plants or other parts of the Project that have fallen below Project standards. Replace with plants of substantially the same grade, size and specification as originally provided for in the plans and specifications, unless otherwise authorized by the Department; and
- (10) perform routine maintenance as prescribed by the manufacturer of any Project irrigation system; and
- (11) trim, alter, relocate or remove landscaping as needed for any future Intelligent Transportation System (ITS).

b. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department not to be in conformance with the applicable Project standards, the Department may terminate the agreement in accordance with Paragraph 6.b.

c. The Operations Center Engineer shall be notified two (2) business days in advance of commencing any scheduled construction or maintenance activities. Emergency repairs shall be performed without delay and the Operations Center Engineer notified immediately. The Operations Center Engineer with responsibility for the roadway within this Project is located at 5211 Ulmerton rd., Clearwater, FL. 33760; Telephone 727-575-8300.

d. Prior to any Project construction or reconstruction activity, the Agency shall submit plans to the Department for review and approval of the proposed work. Additionally, such plans shall be submitted to all utilities with facilities within the limits of work for their review and comment. The Agency shall resolve any conflicts and/or concerns raised by the utilities prior to commencement of such activities. Work shall not start until the Department has issued a Design Approval and Notice to Proceed with Construction letter to the Agency. Prior to commencing any field activity on this Project, the Agency shall notify all the utilities of their work schedule enabling facilities to be field located and marked to avoid damage.

e. The Department will require the Agency to cease operations and remove all personnel and equipment from the Department's right-of-way if any actions on the part of the Agency or representatives of the Agency violate the conditions or intent of this agreement as determined by the Department.

f. It is understood between the parties hereto that any or all of the Project may be removed, relocated, or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered, or otherwise changed to meet with the future criteria or planning of the Department. The Agency shall be given notice regarding such removal, relocation, or adjustment and shall be allowed sixty (60) calendar days to remove all or part of the Project at its own cost. The Agency will own that part of the Project it removes.

After the sixty (60) calendar day's removal period, the Department may remove, relocate, or adjust the Project as it deems best. Wherever the Agency removes improvements pursuant to this agreement, the Agency shall restore the surface of the affected portion of the Project premises to the same safe and trafficable condition as it was before installation of such improvements.

g. The Agency covenants to appropriate in its annual budget, for each Fiscal Year, non ad valorem funds lawfully available to satisfy its maintenance responsibilities under this Agreement. This covenant does not create any lien upon, or pledge of, such non-ad valorem funds, nor does it preclude the Agency from pledging such funds in the future, or from levying and collecting any particular non-ad valorem funds.

6. TERMINATION

a. The term of this Agreement shall be for a period of ten (10) years commencing on the date of execution of the Agreement, with ten (10) year renewal options. The Department shall send the City an expiration notice six (6) months prior to each ten (10) year expiration date. Any renewal must be agreed upon by both parties in writing ninety (90) calendar days prior to the expiration of the existing agreement

In the event that the Agency elects to not renew the Agreement, then the Agency shall, at its sole expense, be responsible for the removal of the Project and shall restore the Project Highway to a safe and trafficable condition prior to expiration of the Agreement.

b. The Agreement may be terminated by the Department if the Agency, following fifteen (15) calendar days' written notice, fails to perform its duties under this agreement.

c. The Department reserves the right to unilaterally cancel the Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

d. Within sixty (60) calendar days following a notice to terminate pursuant to Paragraph 6.b., if the Department requests, the Agency shall remove the Project and restore the Project premises to the same safe condition existing prior to installation of the Project. If the Department does not request such restoration or terminates this Agreement pursuant to Paragraph 6.b., the Department may complete, remove, relocate or adjust the Project as it deems best.

7. CLAIMS

a. When the Department receives notice of a claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency.

8. GENERAL

a. The Department's District Secretary or his designee shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement the prosecution, or fulfillment of the service hereunder and the character, quality, amount, and value

thereof; and his decision upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.

b. E-Verify:

1. The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of this Agreement; and
2. The Agency shall expressly require any subcontractors performing work or providing services to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employee eligibility of all new employees hired by the subcontractor during this Agreement's term.

c. This Agreement embodies the entire Agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. This Agreement may not be assigned or transferred by the Agency in whole or in part without written consent of the Department.

d. If any provision of the Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

e. This Agreement, regardless of where executed, shall be governed by and construed according to the Laws of the State of Florida.

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

CITY OF ST. PETE BEACH
a municipal corporation/political subdivision
of the State of Florida

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Brian McKishnie, P.E.
Director of Transportation Operations,
District Seven

Attest: _____
Title: _____ (SEAL)

Attest: _____
Executive Secretary (SEAL)

Legal Review:

Legal Review:

Title: _____

Office of the General Counsel, District 7

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

Issue

Considered: Authorize the City Manager to enter into a unit price purchasing agreement with Amroad, LLC for Pavement Markings not to exceed the City's annual budget of \$35,000 for FY2017.

Date: February 28, 2017

Prepared By: Mike Clarke, Public Services Director

**Summary
Of Issue:**

The City received sealed bids with unit prices for various pavement paint and markings on February 8th, 2017. This type of purchasing agreement allows the City to quickly address pavement marking needs at the lowest possible cost.

After a review of the unit prices provided and the required bid submittals, Amroad, LLC was determined to be the lowest qualified bidder.

We are requesting authorization to enter into a unit rate purchasing agreement with Amroad Florida as well as authorization for the Public Services Director to approve individual or cumulative purchase orders, as necessary, with a total amount not the exceed the annual budget for pavement markings (\$35,000).

Funding: FY2017 Budget - Public Services Department – Streets – R&M Other - 001.6103.541.5469

**Requested
Motion:**

“I move to authorize the City Manager to enter into a unit price purchasing agreement with Amroad, LLC for Pavement Markings not to exceed the City's annual budget of \$35,000 for FY2017.”

Attachments: Bid Tabulation
Purchase Agreement

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

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Pavement Markings

This is an Agreement (the "Agreement") entered into by and between the City of St. Pete Beach (hereinafter "City") and Amroad, LLC (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

WHEREAS, City desires to purchase from Vendor the goods or services described in this Agreement; and

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

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

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records, Chapter 119, Florida Statutes. Vendor shall abide by the legal requirements referenced above and in Exhibit A. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corry Avenue, St. Pete Beach, Florida 33706).**
3. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.
4. Vendor shall deliver the goods, or provide the services, described herein no later than September 30, 2017 ("completion date").
5. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 4 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

6. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor as per the Unit Prices listed in the Bid Schedule, as full consideration for goods or services provided in this Agreement and more specifically in Exhibit B.

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

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

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

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

11. To the extent that this Agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Vendor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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

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

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

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

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

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

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

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

As to Vendor:
Amroad, LLC
Attn.: Laureano Martinez Aunon
3975 Pembroke Road
Hollywood, FL 33021

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

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

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

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

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

Amroad, LLC

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

Andrew Dickman
City Attorney

Rebecca C. Haynes
City Clerk

EXHIBIT “A”

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action. —

(1) DEFINITIONS. —For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:

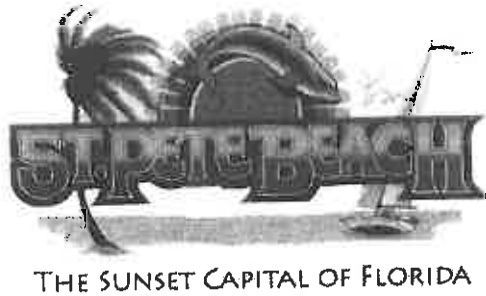
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT “B”

(Place Vendor’s Proposal behind this page)



**City of St Pete Beach
Request for Bid**

**Pavement Markings
2017**

**Bids due by February 8th, 2017
10:00 A.M. at City Hall
St. Pete Beach, FL**

I. **CONTRACTOR'S BID SUBMITTAL**

The company that is submitting a bid declares that he/she has extensive experience in the process of pavement marking and is also licensed to do so.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals are named herein, and that no other person than herein mentioned has any interest in the Bid or in the Contract to be entered into; that this Bid or Contract is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he/she has examined the site of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done; that he/she has examined the RFB, Plans, and Specifications for the work and Contract Documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and that he/she has satisfied himself/herself relative to the materials to be supplied and work to be performed.

The bidder certifies that the information and responses provided within this bid are true, accurate, and complete. The City or its designated representatives may contact any entity or references listed in the response and investigate the company as defined in References & Qualifications to verify the bidder's abilities and quality of work. The contractor hereby grants permission for each entity or reference listed in the bidder's response may make any information concerning the Contractor available to the City.

The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of Contract/Agreement specified for: **"PAVEMENT MARKINGS 2017"**

In St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the RFP, Plans, Specifications, Contract Documents, and Addenda to the full and entire satisfaction of the City of St. Pete Beach, Florida, the Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach's project: **"PAVEMENT MARKINGS 2017"**

COMPANY: AMROAD, LLC

ADDRESS: 3975 Pembroke Rd, Hollywood, FL, 33021

DATE: 02/01/17

PHONE: 954 962 1600

BY: _____

(SIGNATURE)

NAME: _____

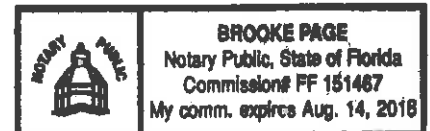
Laureano Martinez Aunon - Operations Manager

(PRINT NAME & TITLE)

Sworn to and subscribed before me on this 1 day
of February, 2017

(Notary Public)

(My Commission Expires)



SUBMIT BID ITEMIZATION WITH BID TO:
CITY OF ST. PETE BEACH

AMROAD

BID SCHEDULE - UNIT PRICES

4" Yellow Solid Stripe	\$ <u>0.12</u> /LNFT
4" White Solid Stripe	\$ <u>0.12</u> /LNFT
4" Yellow Skip Stripe	\$ <u>0.12</u> /LNFT
4" White Skip Stripe	\$ <u>0.12</u> /LNFT
4" Blue Solid Stripe	\$ <u>0.55</u> /LNFT
6" Yellow Solid Stripe	\$ <u>0.15</u> /LNFT
6" White Solid Stripe	\$ <u>0.15</u> /LNFT
6" Yellow Skip Stripe	\$ <u>0.15</u> /LNFT
6" White Skip Stripe	\$ <u>0.15</u> /LNFT
6" Blue Solid Stripe	\$ <u>0.75</u> /LNFT
12" Yellow Solid Stripe	\$ <u>0.30</u> /LNFT
12" White Solid Stripe	\$ <u>0.30</u> /LNFT
18" Yellow Solid Stripe	\$ <u>0.45</u> /LNFT
18" White Solid Stripe	\$ <u>0.45</u> /LNFT
24" White Solid Stripe	\$ <u>0.60</u> /LNFT
Special Emphasis Crosswalk 12" x 6' Wide	\$ <u>2.50</u> /LNFT
Special Emphasis Crosswalk 12" x 10' Wide	\$ <u>4.15</u> /LNFT
"No Parking" – 18" High Letters	\$ <u>55.00</u> /EA
Parking Stall Numbers – Black Background, White Numbers (one letter, three numbers)	\$ <u>50.00</u> /EA
Symbol – Single Arrow	\$ <u>25.00</u> /EA
Symbol – Combination Arrow	\$ <u>45.00</u> /EA
Symbol – Handicap	\$ <u>125.00</u> /EA
Message – "Stop"	\$ <u>40.00</u> /EA
Message – "Stop Ahead"	\$ <u>65.00</u> /EA
Message – "Permit Parking Only"	\$ <u>95.00</u> /EA

III REFERENCES & QUALIFICATIONS (AMROAD)

I) Introduction:

Amroad was established in 2009 and is located in Hollywood (Florida) with the Tampa area office opened in February of 2014.

We have been servicing all the state of Florida including FDOT, cities, counties, General Contractors, private companies, etc..

Our scope of work includes pavement marking (paint, thermoplastic, retro-reflective pavement markers, tape, etc.), single and multi-post signs, flatwork (sidewalk, curb and gutter, etc.) and we are prequalified by the FDOT for repair of small and intermediate bridges.

II) References and qualifications

See attached:

- a) List of projects
- b) FDOT Certificate of Qualification
- c) FDOT DBE Certification

III) Claims and Disputes

None.

IV) Status or Regulatory Rules

Amroad is not presently in violations of any statutes or regulatory rules that might have an impact on our operations.

V) Bonding Capacity

Individual	\$2,000,000
Aggregate	\$6,000,000

Laureano Martinez-Aunon
Operations Manager
AMROAD, LLC

Signature _____

Date 02 / 06 / 2017

CITY OF ST. PETE BEACH PAVEMENT MARKINGS - 2017

AMROAD'S EXPERIENCE AND REFERENCES

Project	Location	Scope	Owner	Year	Amount	Contact		
						Name	Telephone	E-mail
Regional Striping & RPM Contract	Florida Projects	Paint, thermoplastic & RPMs	Transfield Services Infrastructure	2011-2015	\$ 6,037,785	Jose Darsin	786-402-7422	jdarsin@transfieldservices.com
District 6 Pavement Markings	District 6	Paint, thermoplastic & RPMs	FDOT D6	2013	\$ 150,000	David Calhoun	305-604-7156	David.Calhoun@dot.state.fl.us
Port of Miami Tunnel	Miami-Dade County	Paint, thermoplastic & RPMs	Bouygues Civil Works Florida	2013-2014	\$ 547,089	Edwin Vega	305-894-1791	h.vega@bcwf-miami.com
Pavement Markings HEFT Turnpike	Miami-Dade County	Paint, thermoplastic & RPMs	Condotte America	2014	\$ 198,418	Brent Marley	305-670-7585	bmarley@condotteamerica.com
Remove and 22,023.50 re-paint yellow and white paint lines	Englewood Florida	Paint, RPMs. & Removal	Charlotte County Purchasing Division	2016	\$ 22,000	Arthur C. Markham	941-743-1377	art.markham@charlottecountyfl.gov
City of Orlando Striping	City of Orlando	Paint, thermoplastic, Tape & RPMs	City of Orlando	2016-2017	\$ 200,000	Lauren Torres	407-246-3220	lauren.torres@cityoforlando.net
Annual City Traffic Marking & Striping Agreement	City of Leesburg	Paint, thermoplastic & RPMs	City of Leesburg	2016-2017	\$ 35,000	Lisa Wolfkill	352-728-9380	Lisa.Wolfkill@leesburgflorida.gov
City of St. Pete Beach Pavement Markings	St. Pete Beach	Paint & RPMs	St. Pete Beach	2016-2017	\$ 22,000	Ian Wade	727-363-9254	cityclerk@stpetebeach.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/6/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Keen Battle Mead & Company 7850 Northwest 146th Street Suite 200 Miami Lakes FL 33016		CONTACT NAME: Grisel Prego PHONE (A/C No. Ext.): (305) 558-1101 FAX (A/C No.): (305) 822-4722 E-MAIL ADDRESS: gprego@kbmco.com	
INSURED Amroad LLC 3975 Pembroke Road Hollywood FL 33021		INSURER(S) AFFORDING COVERAGE INSURER A: United States Fire Ins Co INSURER B: North River Insurance Co INSURER C: Bridgefield Employers Inc. Co INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 16-17 GL, AU, UMB

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☐ LOC OTHER:			5439977325	6/3/2016	6/3/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			1337390901	6/3/2016	6/3/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION			5811069654	6/3/2016	6/3/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	83050326	03/06/2016	03/06/2017	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Environmental Pollution			5439977325	6/3/2016	6/3/2017	LIMIT 500,000 DEDUCTIBLE 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Alex Perez/BECKY

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ACORD 25 (2014/01)

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INS025 (2014/01)

SHACORD



Pavement Marking Unit Price Contract for FY2017

Pavement Markings by Paint Method		Amroad	TCP
4" Yellow Solid Stripe	LNFT	\$0.12	\$0.25
4" White Solid Stripe	LNFT	\$0.12	\$0.25
4" Yellow Skip Stripe	LNFT	\$0.12	\$0.25
4" White Skip Stripe	LNFT	\$0.12	\$0.25
4" Blue Solid Stripe	LNFT	\$0.55	\$0.40
6" Yellow Solid Stripe	LNFT	\$0.15	\$0.15
6" White Solid Stripe	LNFT	\$0.15	\$0.15
6" Yellow Skip Stripe	LNFT	\$0.15	\$0.18
6" White Skip Stripe	LNFT	\$0.15	\$0.18
6" Blue Solid Stripe	LNFT	\$0.75	\$0.25
12" White Solid Stripe	LNFT	\$0.30	\$0.01
12" Yellow Solid Stripe	LNFT	\$0.30	\$0.50
18" White Solid Stripe	LNFT	\$0.45	\$0.90
18" Yellow Solid Stripe	LNFT	\$0.45	\$0.90
24" White Solid Stripe	LNFT	\$0.60	\$1.20
Special Emphasis Crosswalk 12"X 6' Wide	LNFT	\$2.50	\$3.80
Special Emphasis Crosswalk 12" X 10' Wide	LNFT	\$4.15	\$4.10
"No Parking" – 18" High Letters	EA	\$55.00	\$40.00
Parking Stall Numbers - Black Background White Numbers (one letter, three nu	EA	\$50.00	\$20.00
Symbol – Single Arrow	EA	\$25.00	\$19.00
Symbol – Combination Arrow	EA	\$45.00	\$28.00
Symbol - Handicap	EA	\$125.00	\$50.00
Message – "Stop"	EA	\$40.00	\$20.00
Message - "Stop Ahead"	EA	\$65.00	\$40.00
Message - "Permit Parking Only"	EA	\$95.00	\$30.00

Bid Package Review

Items Required to Be Submitted with Bid		Amroad	TCP
Submitted 2 Copies		Yes	Yes
Bidder's Contract Proposal Form		Yes	Yes
Bid Schedule		Yes	Yes
References and Qualifications			
3 References (within past 5 years)		Yes	Yes
Firm's History & Personnel Experience		Yes	No
Claims/Disputes		Yes	No
Bonding Capacity		Yes	No
Certificate of Insurance		Yes	Yes
Contractor Proof of License		Yes	Yes
Contractor's Education and Training		Yes	Yes

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

Issue

Considered: Authorize the City Manager to enter into a unit rate purchasing agreement with Rostan, Inc. for Disaster Debris Monitoring associated with FEMA declared disaster events.

Date: February 28, 2017

Prepared By: Mike Clarke, Public Services Director

**Summary
Of Issue:**

Based on recent feedback from the Federal Emergency Management Agency, the City recently requested bids for response services in the event of a federally declared disaster.

On December 1st, 2016, in response to this RFB, the City received a single sealed bid from Rostan, Inc. to provide Disaster Debris Monitoring.

Funding: N/A

**Requested
Motion:**

"I move to authorize the City Manager to enter into a unit rate purchasing agreement with Rostan, Inc. for Disaster Debris Monitoring associated with FEMA declared disaster events."

Attachments: Purchasing Agreement
Bid Tabulation

**Reviewed by
City Manager:** WS

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Disaster Debris Monitoring

This is an Agreement (the "Agreement") entered into by and between the City of St. Pete Beach (hereinafter "City") and Rostan Solutions, LLC (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

WHEREAS, City desires to purchase from Vendor the goods or services described in this Agreement; and

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

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

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records, Chapter 119, Florida Statutes. Vendor shall abide by the legal requirements referenced above and in Exhibit A. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corry Avenue, St. Pete Beach, Florida 33706).**
3. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.
4. Vendor shall deliver the goods, or provide the services, described herein no later than February 28, 2020 ("completion date").
5. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 4 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

6. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor as per the Unit Prices listed in the Bid Schedule, as full consideration for goods or services provided in this Agreement and more specifically in Exhibit B.

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

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

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

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

11. To the extent that this Agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Vendor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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

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

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

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

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

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

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

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

As to Vendor:

Rostan Solutions, LLC
Attn.: Darius Stankunas
3433 Lithia Pinecrest Road, Suite 287
Valrico, FL 33596

As to City:

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

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

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

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

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

Rostan Solutions, LLC

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

Andrew Dickman
City Attorney

Rebecca C. Haynes
City Clerk

EXHIBIT “A”

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action. —

(1) DEFINITIONS. —For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT “B”

(Place Vendor’s Proposal behind this page)



DISASTER DEBRIS MONITORING



RFB – Disaster Debris Monitoring | December 1, 2016



SUBMITTED BY:

Rostan Solutions, LLC
3433 Lithia Plnecrest Rd., Ste. 287
Valrico, FL 33596
Darius Stankunas, President
Email: dstankunas@rostan.com
Tel: 813.417.0106
Fax: 813.333.7730

DISASTER DEBRIS MONITORING SERVICES FOR THE CITY OF ST. PETE BEACH, FLORIDA



I. CONTRACTOR'S QUALIFICATION SUBMITTAL

The company that is submitting a Bid Package declares that he/she has extensive experience in emergency debris removal.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the solicitation as principal or principals are named herein, and that no other person than herein mentioned has any interest in the Solicitation or in the Contract to be entered into; that this Solicitation or Contract is made without connection with any other person, company, or parties making a submittal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he/she has examined the site of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done; that he/she has examined the RFB, Plans, and Specifications for the work and Contract Documents relative thereto, and has read all special provisions furnished prior to the opening of Bids; and that he/she has satisfied himself/herself relative to the materials to be supplied and work to be performed.

The bidder certifies that the information and responses provided within this Solicitation are true, accurate, and complete. The City or its designated representatives may contact any entity or references listed in the response and investigate the company as defined in References & Qualifications to verify the bidder's abilities and quality of work. The contractor hereby grants permission for each entity or reference listed in the bidder's response may make any information concerning the Contractor available to the City.

The Bidder proposes and agrees, if the Bid Package is accepted, to contract with the City of St. Pete Beach, Florida, in the form of Contract/Agreement specified for: **"DISASTER DEBRIS MONITORING"**

In St. Pete Beach, Florida, in full and complete accordance with the noted, described, and reasonably intended requirements of the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of the City of St. Pete Beach, Florida. The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach **"DISASTER DEBRIS MONITORING"**

COMPANY: ROSTAN SOLUTIONS, LLC

DATE: November 29, 2016

ADDRESS: 3433 Lithia Pinecrest Road, Suite 287
Valrico, Florida 33596

PHONE: 813.417.0106

BY:

(SIGNATURE)

NAME: Darius Stankunas, President
(PRINT NAME & TITLE)

CITY OF ST. PETE BEACH
PUBLIC SERVICES DEPARTMENT
155 COREY AVENUE
ST. PETE BEACH, FLORIDA 33706



DISASTER
RECOVERY
SOLUTIONS

Rostan Solutions, LLC
3433 Lillian Pinecrest Road
Suite 297
Valrico, FL 33596
T: 813.417.0100 | F: 813.333.7330
www.rostan.com

December 1, 2016

City of St. Pete Beach
City Clerk's Office
155 Corey Ave.
St. Pete Beach, FL 33706

Re: RFB – DISASTER DEBRIS MONITORING

Ladies and Gentlemen,

Rostan Solutions, LLC (ROSTAN) is pleased to submit four (4) hardbound copies and one (1) digital copy of our Bid in response to RFB – DISASTER DEBRIS MONITORING, published by the City of St. Pete Beach, Florida (CITY).

ROSTAN understands the importance of this project and we are uniquely qualified to provide these services to the CITY. We specialize in emergency preparedness and recovery services and are a nationally recognized disaster debris management firm with a thorough knowledge of both State and Federal regulations pertaining to disaster debris management and public assistance reimbursement support. Over the years we have developed comprehensive and integrated pre- and post-disaster solutions for numerous communities throughout the United States. Our successful approach to disaster preparedness and response brings several benefits to the CITY that we believe are important to a successful, accelerated, safe, and efficient recovery that maximizes utilization and reimbursement of State and Federal funds. Our hands-on experience and unparalleled knowledge of Federal Public Assistance funding programs allows our clients to focus on their recovery process. We have strong guiding principles that help us assist communities in recovering more quickly:

- Placing the public's safety and wellbeing first.
- Utilizing locally hired residents, resources and businesses.
- Listening to you and understanding your unique situation.
- Responding with a sense of urgency and focus.
- Maximizing and expediting your reimbursement funding.

ROSTAN will provide our top debris management experts to the CITY. By being geographically selective, we avoid over-committing our resources, something that is critical in supporting our clients' disaster recovery process. We believe that ROSTAN is unique in employing this strategy. We currently do not hold contracts in the immediate area and, as a result, the CITY will have the undivided attention of our top experts—something the competition simply cannot deliver. ***Our national headquarters are located in the Tampa Bay area and our President resides in St. Pete Beach.***

Our principal strengths include the exceptional experience of our professional staff—we've managed debris removal operations nationally and internationally, on projects as small as 2,500 cubic yards to over 26 million cubic

yards, augmented by our automated debris management system, HaulPass®, the original and most trusted name in automated debris management. Our system allows our team and clients to manage and document the progress of debris removal operations in near real-time. HaulPass® utilizes smart-card technology, secure servers and a GIS-supported, web-enabled interface that allows role-based access to data for all stakeholders. HaulPass® has been utilized as the go-to solution for numerous disaster recovery operations, several mission assignments by the U.S. Army Corps of Engineers, and is the most deployed automated debris management system in the world.

ROSTAN is committed to perform the services requested by the CITY in its RFB and described in our Bid in an efficient and expedient manner.

ROSTAN's duly authorized representative and principal contact person is Darius Stankunas. ROSTAN's principal address is listed below:

Name: Darius Stankunas
Title: President
Address: 3433 Lithia Pinecrest Road
Suite 287
Valrico, FL 33596
Phone: 813-417-0106
Fax: 813-333-7330
E-mail: dstankunas@rostan.com

Mr. Stankunas will serve as the interface between the CITY and ROSTAN for all communications.

Upon review of our Bid we trust that you will find ROSTAN has a proven track record of providing the services and tasks requested in your RFB. If you should have any questions or require additional information, please do not hesitate to contact us at the address provided or call us at 813-417-0106.

Very truly yours,
Rostan Solutions, LLC



Darius Stankunas
President



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DISASTER DEBRIS MONITORING



RFB – Disaster Debris Monitoring | December 1, 2016



DISASTER DEBRIS MONITORING SERVICES FOR THE CITY OF ST. PETE BEACH, FLORIDA

SECTION 1 — PRICE PROPOSAL



SUBMITTED BY

Rostan Solutions, LLC
3433 Lithia Pinecrest Rd., Ste. 287
Valrico, FL 33596
Darius Stankunas, President
Email: dstankunas@rostan.com
Tel: 813.417.0106
Fax: 813.333.7730



BID SCHEDULE

Project Manager	(1-EA)	\$ 80.00 /HR
Supervisor	(1-EA)	\$ 42.00 /HR
Loading Site Monitor	(1-EA)	\$ 33.50 /HR
Debris Management Site Monitor	(1-EA)	\$ 35.50 /HR
Roving Debris Monitor	(1-EA)	\$ 28.00 /HR
Debris Management Professional	(1-EA)	\$ 95.00 /HR
Mileage		\$ 0.00 /MILE

**Labor rates are to include all taxes, benefits, per diem, and overhead/profit. Mileage is to include all fuel, maintenance, repairs, and insurance.*

** ROSTAN exclusively uses the HaulPass® ADMS for all data collection efforts. Costs associated with the utilization and deployment of HaulPass® are included in the above listed rates.





Bid Results - Disaster Debris Monitoring

12/01/16

Item		Rostan
Project Manager (per hour)	\$	80.00
Supervisor (per hour)	\$	42.00
Loading Site Monitor (per hour)	\$	33.50
Debris Management Site Monitor (per hour)	\$	35.50
Roving Debris Monitor (per hour)	\$	28.00
Debris Management Professional (per hour)	\$	95.00
Mileage		No Charge

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

Issue

Considered: Authorize the City Manager to enter into a unit rate purchasing agreement with D&J Enterprises, Inc. for Disaster Debris Removal associated with FEMA declared disaster events.

Date: February 28, 2017

Prepared By: Mike Clarke, Public Services Director

**Summary
Of Issue:**

Based on recent feedback from the Federal Emergency Management Agency, the City recently requested bids for response services in the event of a federally declared disaster.

On December 1st, 2016, in response to this RFB, the City received sealed bids from five contractors to provide Disaster Debris Removal services. Based on the attached bid tabulation, D&J Enterprises, Inc. was determined to be the lowest qualified bidder.

Funding: N/A

**Requested
Motion:**

“I move to authorize the City Manager to enter into a unit rate purchasing agreement with D&J Enterprises, Inc. for Disaster Debris Removal associated with FEMA declared disaster events.”

Attachments: Purchasing Agreement
Bid Tabulation

**Reviewed by
City Manager:** WS

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Disaster Debris Removal

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

WHEREAS, City desires to purchase from Vendor the goods or services described in this Agreement; and

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

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

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records, Chapter 119, Florida Statutes. Vendor shall abide by the legal requirements referenced above and in Exhibit A. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corry Avenue, St. Pete Beach, Florida 33706).**
3. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.
4. Vendor shall deliver the goods, or provide the services, described herein no later than February 28, 2020 ("completion date").
5. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 4 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

6. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor as per the Unit Prices listed in the Bid Schedule, as full consideration for goods or services provided in this Agreement and more specifically in Exhibit B.

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

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

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

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

11. To the extent that this Agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Vendor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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

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

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

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

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

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

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

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

As to Vendor:
D&J Enterprises, Inc.
Attn.: Jason Sanders
3495 Lee Road 10
Auburn, AL 36832

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

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

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

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

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

D&J Enterprises, Inc.

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

Andrew Dickman
City Attorney

Rebecca C. Haynes
City Clerk

EXHIBIT “A”

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action. —

(1) DEFINITIONS. —For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:

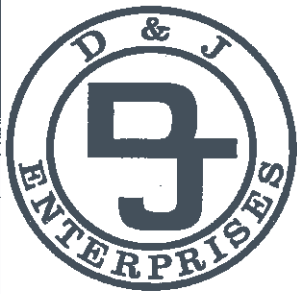
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT “B”

(Place Vendor’s Proposal behind this page)



D&J Enterprises, Inc.

3495 Lee Road 10 Auburn, Al 36832 (334) 821-1249

WWW.Hurricanerecovery.com

St. Pete Beach



THE SUNSET CAPITAL OF FLORIDA

St. Pete Beach
Attn: City Clerk's Office
155 Corey Ave.
St. Pete Beach, FL 33706
727-363-9254

Copy

Due: December 1st, 2016
10:00 AM

SUBMITTED BY:
D&J ENTERPRISES INC.
Contact: Jason Sanders
Email: djstorm4@gmail.com
Phone: (334)821-1249

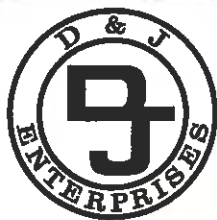
D & J Enterprises – Table of Contents

Emergency Debris & Disaster Recovery Services

St. Pete Beach

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Section 4.....	Insurance, Financial & Bonding
Section 5.....	Company Owned Equipment List & Available Personnel



D&J Enterprises – Introduction Letter

November 28, 2016

St. Pete Beach
Attn: City Clerk's Office
155 Corey Ave.
St. Pete Beach, FL 33706
727-363-9254

Re: Emergency Debris & Disaster Recovery Services

Gentlemen/Madam,

It is with great pleasure we extend this proposal of services to meet the requirements of St. Pete Beach's RFP for Emergency Debris & Disaster Recovery Services. Within this proposal of services is our dedicated effort to meet all proposal requirements and provide the requested supportive documentation and information to be utilized in the evaluative criteria. D&J understands the work to be performed and gives its commitment to perform this work.

D & J Enterprises, Inc. is a full service contracting firm marking our *fortieth anniversary* of hands on experience as a prime contractor for Emergency Recovery Services, with specific focus on debris removal, reduction, disposal and management following natural and man-made disaster events. Since we performed our first emergency debris removal and clean-up project following Hurricane Camille on the Mississippi Gulf Coast 1969, the company has become a major contractor in the field of debris management and has performed over 225 separate, federally declared disaster response contracts throughout the continental United States, and US territories and protectorates in the Caribbean and Asia. Debris recovery projects completed during this forty (40) years total over \$400,000,000, at times employing over 600 employees, 500 subcontractors, and 2,000 trucks daily.

D&J Enterprises, Inc. was the United States Army Corps of Engineers *prime contractor* during the Hurricane Rita mission. D&J was tasked with loading, hauling, reducing and recycling over 4 million cubic yards of disaster related debris in 14 counties and 3 major municipalities throughout the State of Texas.

The forty years of experience in disaster and debris management field have enabled the company to not only develop trained employees with understanding of the expectations and skills necessary to respond quickly and efficiently, but also to develop a network of reliable relationships with experienced subcontractors and suppliers throughout the Southwestern, Southeastern and Atlantic Coastal United States.

D & J Enterprises, Inc. enjoys an excellent reputation for competent, timely and cost effective performance among officials of Federal, State, County, City and Private entities for whom we have performed disaster response and recovery services. During this same time period, the company's civil



D&J Enterprises – Introduction Letter

construction division has continued to grow and prosper and enjoys a reputation as one of the top civil contractors in Alabama with 225 **full-time** employees.

D&J hereby certifies that it has not been prohibited from doing business with any governmental entity for any reason within the past ten years and is not operating under Chapter 11 or any other financial restraints that would preclude our ability to perform this project.

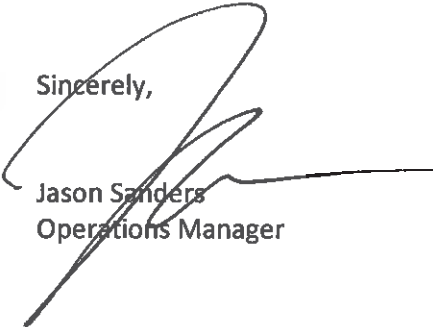
D&J takes no exceptions to St. Pete Beach's RFP for Emergency Debris & Disaster Recovery Services.

D&J headquarters is in Auburn, AL. D&J has a satellite office in Lakeland, FL.

D&J will meet all program standards as provided for in the FEMA Debris Management Guide.

D & J Enterprises, Inc.
3495 Lee Road 10
Auburn, AL 36832
Ph: (334) 821-1249 / Fax: (334) 821-5227
Cell: (334) 559-0106/ djstorm4@gmail.com
WWW.Hurricanerecovery.com

Sincerely,



Jason Sanders
Operations Manager



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

February 16, 2016

D & J ENTERPRISES, INC.
3495 LEE RD 10
AUBURN AL 36832-8040

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 3/30/2017. However, the new application is due 1/31/2017.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
<https://www3.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DEBRIS REMOVAL (EMERGENCY), DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,

Alan D Autry

Alan Autry, Manager
Contracts Administration Office

Digitally signed by Alan D Autry
DN: cn=US, o=IdenTrust ACES Business Representative,
ou=FLORIDA DEPARTMENT OF TRANSPORTATION, cn=Alan D
Autry,
0.9.2342.19200300.100.1.1=A01097C0000014DE287391B0C80477
6
Date: 2016.02.16 14:03:58 -0500

AA:cj

State of Florida

Department of State

I certify from the records of this office that D & J OF ALABAMA, INC. is an Alabama corporation authorized to transact business in the State of Florida, qualified on February 11, 2004.

The document number of this corporation is F04000000940.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on February 25, 2014, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-fifth day of February,
2014*



Ken Detjen
Secretary of State

Authentication ID: CC5351440883

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

I. CONTRACTOR'S QUALIFICATION SUBMITTAL

The company that is submitting a Bid Package declares that he/she has extensive experience in emergency debris removal.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Solicitation as principal or principals are named herein, and that no other person than herein mentioned has any interest in the Solicitation or in the Contract to be entered into; that this Solicitation or Contract is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he/she has examined the site of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done; that he/she has examined the RFB, Plans, and Specifications for the work and Contract Documents relative thereto, and has read all special provisions furnished prior to the opening of Bids; and that he/she has satisfied himself/herself relative to the materials to be supplied and work to be performed.

The bidder certifies that the information and responses provided within this Bid Package are true, accurate, and complete. The City or its designated representatives may contact any entity or references listed in the response and investigate the company as defined in References & Qualifications to verify the bidder's abilities and quality of work. The contractor hereby grants permission for each entity or reference listed in the bidder's response may make any information concerning the Contractor available to the City.

The Bidder proposes and agrees, if the Bid Package is accepted, to contract with the City of St. Pete Beach, Florida, in the form of Contract/Agreement specified for: *"DISASTER DEBRIS REMOVAL"*

In St. Pete Beach, Florida, in full and complete accordance with the noted, described, and reasonably intended requirements of the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of the City of St. Pete Beach, Florida. The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their Qualification schedule for the City of St. Pete Beach *"DISASTER DEBRIS REMOVAL"*

COMPANY: D&J Enterprises, Inc.

DATE: 11/30/16

ADDRESS: 3495 Lee Rd 10 Auburn, AL 36832

PHONE: 334-821-1249

BY:

(SIGNATURE)

NAME:

Jason Sanders Operations Manager

(PRINT NAME & TITLE)

CITY OF ST. PETE BEACH
PUBLIC SERVICES DEPARTMENT
155 COREY AVENUE
ST. PETE BEACH, FLORIDA 33706

BID SCHEDULE

Scope of Services - First 72-Hours (Cutting and Clearing Public Right of Way)

Equipment/ Personnel	Unit	Unit Price
Traffic Control Personnel	Hour	20.00
Laborer	Hour	20.00
Operator W/ Chainsaw	Hour	20.00
Safety Personnel	Hour	25.00
Climber w/ gear	Hour	35.00
5-14 CY Dump Truck	Hour	85.00
Tractor w/Box blade	Hour	85.00
Bobcat Loader	Hour	95.00
Transports	Hour	85.00
Rubber-Tired Backhoe	Hour	95.00
15-24 CY Dump Trucks	Hour	95.00
25-34 CY Dump Trucks	Hour	95.00
35-44 CY Dump Trucks	Hour	100.00
45-54 CCY Dump Trucks	Hour	105.00
55-64 CY Dump Trucks	Hour	110.00
65-74 CY Dump Trucks	Hour	110.00
75 + CY Dump Trucks	Hour	115.00
Trackhoe 690 J.D.	Hour	95.00
Motor Grader	Hour	100.00
Water Truck (4000 Ga.)	Hour	35.00
D-4 Dozer	Hour	105.00
D-5 Dozer	Hour	115.00
D-6 Dozer	Hour	135.00
D-7 Dozer	Hour	175.00
D-8 Dozer	Hour	200.00
Generator & Lighting	Hour	30.00
Skidders 648E	Hour	115.00
Front End Loader 544	Hour	100.00
Front End Loader 644	Hour	100.00
Knuckleboom Loader	Hour	105.00
50 foot bucket truck	Hour	95.00
30 ton + crane	Hour	95.00
Diamond Z or Equiv. Tub Grinder	Hour	450.00
Other appropriate Equipment	Hour	
Crew Foreman w/Cell phone	Hour	35.00
Pickup Truck – half-ton	Hour	20.00
Project Management Team	Hour	35.00

ITEM	DESCRIPTION OF SERVICES	COST	UNIT
1	Debris (Vegetative and Construction and Demolition) Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS)	7.07	CY
2	Removal of Vegetative Debris from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal	4.24	CY
3	Removal of Construction and Demolition Debris from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site	5.21	CY
4	Contaminated sand from Temporary Debris Storage and Reduction Sites (TDSRS): Removal and Hauling to Final Disposal Site	4.25	CY
5	Fill Dirt (other than filling stump holes)	3.00	CY
6	Debris Removal from Public Property (Right-of-Way) and Hauling directly to Final Disposal Site	7.45	CY
7	Management of TDSRS	.25	CY
8	Processing (Grinding/Chipping) of debris at TDSRS or Final disposal	2.77	CY
9	Processing (Burning) of debris at TDSRS or Final disposal	2.04	CY
10	Temporary fencing as directed by the City	8.00	LF
HAZARDOUS STUMP REMOVAL & HAULING TO DISPOSAL SITE			
11	Greater than 25 inches diameter to 36 inches diameter	68.45	Stump
12	37 inches diameter to 48 inches diameter	82.53	Stump
13	48 inches diameter and greater	102.41	Stump
14	Pre-event training for Client personnel	250.00	PER
15	Down tree cutting, loading, hauling and disposal from drainage retention areas, cemeteries, parks and other public properties	7.82	CY
16	6 inches diameter to 12 inches diameter	65.00	Tree
17	12 inches diameter to 24 inches diameter	75.00	Tree
18	24 inches diameter to 36 inches diameter	95.00	Tree
19	36 inches diameter to 48 inches diameter	125.00	Tree
20	48 inches diameter and greater	165.00	Tree
HANGING LIMB REMOVAL & HAULING TO DISPOSAL SITE			
21	Hangers for trees up to 65 feet in height	75.00	Tree

*Per Ian Wade: Disposal fees to be paid by contractor and reimbursed by City. 11/29/16



Bid Results - Disaster Debris Removal

12/01/16

	Item		Ceres		Custom Tree	DRC	D & J Enterp		AshBritt	
Traffic Control Personnel	\$	28.00	\$	30.00	\$	40.00	\$	20.00	\$	30.00
Laborer	\$	28.00	\$	30.00	\$	37.00	\$	20.00	\$	32.50
Operator W/ Chainsaw	\$	44.00	\$	40.00	\$	45.00	\$	20.00	\$	45.00
Safety Personnel	\$	42.00	\$	40.00	\$	85.00	\$	25.00	\$	55.00
Climber w/ gear	\$	48.00	\$	45.00	\$	90.00	\$	35.00	\$	85.00
5-14 CY Dump Truck	\$	68.00	\$	95.00	\$	125.00	\$	85.00	\$	54.00
Tractor w/Box blade	\$	72.00	\$	70.00	\$	120.00	\$	85.00	\$	65.00
Bobcat Loader	\$	78.00	\$	75.00	\$	220.00	\$	95.00	\$	88.00
Transports	\$	95.00	\$	90.00	\$	195.00	\$	85.00	\$	95.00
Rubber-Tired Backhoe	\$	85.00	\$	80.00	\$	220.00	\$	95.00	\$	125.00
15-24 CY Dump Trucks	\$	80.00	\$	95.00	\$	130.00	\$	95.00	\$	70.00
25-34 CY Dump Trucks	\$	82.00	\$	95.00	\$	140.00	\$	95.00	\$	81.00
35-44 CY Dump Trucks	\$	84.00	\$	95.00	\$	150.00	\$	100.00	\$	90.00
45-54 CCY Dump Trucks	\$	86.00	\$	95.00	\$	160.00	\$	105.00	\$	95.00
55-64 CY Dump Trucks	\$	88.00	\$	95.00	\$	170.00	\$	110.00	\$	115.00
65-74 CY Dump Trucks	\$	90.00	\$	95.00	\$	180.00	\$	110.00	\$	120.00
75 + CY Dump Trucks	\$	95.00	\$	95.00	\$	190.00	\$	115.00	\$	150.00
Trackhoe 690 J.D.	\$	155.00	\$	145.00	\$	240.00	\$	95.00	\$	145.00
Motor Grader	\$	135.00	\$	100.00	\$	320.00	\$	100.00	\$	129.00
Water Truck (4000 Ga.)	\$	75.00	\$	60.00	\$	140.00	\$	35.00	\$	125.00
D-4 Dozer	\$	95.00	\$	90.00	\$	150.00	\$	105.00	\$	105.00
D-5 Dozer	\$	115.00	\$	95.00	\$	190.00	\$	115.00	\$	115.00
D-6 Dozer	\$	130.00	\$	100.00	\$	290.00	\$	135.00	\$	150.00
D-7 Dozer	\$	145.00	\$	105.00	\$	450.00	\$	175.00	\$	175.00
D-8 Dozer	\$	155.00	\$	110.00	\$	500.00	\$	200.00	\$	215.00

Generator and Lighting	\$	18.00	\$	15.00	\$	120.00	\$	30.00	\$	35.00
Skidders 648E	\$	95.00	\$	100.00	\$	270.00	\$	115.00	\$	175.00
Front End Loader 544	\$	118.00	\$	130.00	\$	220.00	\$	100.00	\$	120.00
Front End Loader 644	\$	128.00	\$	130.00	\$	230.00	\$	100.00	\$	140.00
Knuckleboom Loader	\$	132.00	\$	175.00	\$	270.00	\$	105.00	\$	145.00
50 foot bucket truck	\$	135.00	\$	135.00	\$	290.00	\$	95.00	\$	150.00
30 ton + crane	\$	160.00	\$	175.00	\$	290.00	\$	95.00	\$	225.00
Diamond Z or Equiv. Tub Grinder	\$	250.00	\$	450.00	\$	890.00	\$	450.00	\$	4,150.00
Crew Foreman w/Cell phone	\$	48.00	\$	50.00	\$	75.00	\$	35.00	\$	65.00
Pickup Truck – half-ton	\$	10.00	\$	15.00	\$	40.00	\$	20.00	\$	75.00
Project Management Team	\$	120.00	\$	125.00	\$	90.00	\$	35.00	\$	100.00
Debris Removal from Public Property and Hauling to TDSRS	\$	11.95	\$	7.80	\$	9.24	\$	7.07	\$	7.95
Removal of Vegetative Debris from TDSRS and Hauling to Final Disposal	\$	5.95	\$	3.25	\$	10.41	\$	4.24	\$	5.25
Removal of Construction and Demolition Debris from TDSRS and Hauling to Final Disposal Site	\$	6.74	\$	3.25	\$	10.41	\$	5.21	\$	5.25
Contaminated sand from TDSRS: Removal and Hauling to Final Disposal Site	\$	16.25	\$	8.00	\$	10.41	\$	4.25	\$	5.25
Fill Dirt (other than filling stump holes)	\$	8.00	\$	16.00	\$	18.00	\$	3.00	\$	15.00
Debris Removal from Public Property (Right-of-Way) and Hauling directly to Final Disposal Site	\$	14.95	\$	8.80	\$	15.82	\$	7.45	\$	10.95
Management of TDSRS	\$	1.95	\$	1.00	\$	1.15	\$	0.25	\$	2.00
Processing (Grinding/Chipping) of debris at TDSRS or Final disposal	\$	3.75	\$	1.45	\$	3.35	\$	2.77	\$	2.25
Processing (Burning) of debris at TDSRS or Final disposal	\$	2.35	\$	1.45	\$	2.75	\$	2.04	\$	1.95
Temporary fencing as directed by the City	\$	2.95	\$	4.75	\$	7.50	\$	8.00	\$	1.00
Greater than 25 inches diameter to 36 inches diameter	\$	100.00	\$	205.00	\$	200.00	\$	68.45	\$	225.00
37 inches diameter to 48 inches diameter	\$	145.00	\$	295.00	\$	325.00	\$	82.53	\$	295.00
48 inches diameter and greater	\$	195.00	\$	395.00	\$	450.00	\$	102.41	\$	325.00
Pre-event training for Client personnel	\$	2,500.00	\$	-	\$	-	\$	250.00	\$	-
Down tree cutting, loading, hauling and disposal from public properties	\$	18.50	\$	14.95	\$	38.50	\$	7.82	\$	15.00
6 inches diameter to 12 inches diameter	\$	50.00	\$	79.00	\$	45.00	\$	65.00	\$	65.00
12 inches diameter to 24 inches diameter	\$	90.00	\$	279.00	\$	75.00	\$	75.00	\$	115.00
24 inches diameter to 36 inches diameter	\$	140.00	\$	479.00	\$	155.00	\$	95.00	\$	195.00
36 inches diameter to 48 inches diameter	\$	190.00	\$	679.00	\$	265.00	\$	125.00	\$	205.00
48 inches diameter and greater	\$	240.00	\$	679.00	\$	365.00	\$	165.00	\$	275.00
Hangers for trees up to 65 feet in height	\$	95.00	\$	79.00	\$	74.00	\$	75.00	\$	115.00

Weighted Total as Established in Addendum 1 of RFB \$ 1,049.17 \$ 1,274.90 \$ 2,125.59 \$ 981.66 \$ 2,240.96

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

Issue

Considered: Authorize the City Manager to enter into a unit price purchasing agreement with Gilliam Construction, LLC for concrete sidewalk and curb replacement not to exceed the City's annual budget of \$100,000 for concrete sidewalk and curb replacement in FY2017.

Date: February 28, 2017

Prepared By: Mike Clarke, Public Services Director

**Summary
Of Issue:**

The City received sealed bids with unit prices including sidewalk, concrete apron and curb replacement on January 23, 2017. This type of purchasing agreement allows the City to quickly address needed concrete repairs at the lowest possible cost.

After a review of the bid packages submitted and the resultant bid tabulation, Gilliam Construction, LLC was determined to be the lowest qualified bidder.

We are requesting authorization to enter into a unit rate purchasing agreement with Amroad Florida as well as authorization for the Public Services Director to approve individual or cumulative purchase orders, as necessary, with a total amount not the exceed the annual budget of \$100,000 for concrete sidewalk and curb replacement in FY17.

Funding: CIP - Streets – R&M Other - 001.6103.541.5469

**Requested
Motion:**

"I move to authorize the City Manager to enter into a unit price purchasing agreement with Gilliam Construction, LLC for concrete sidewalk and curb replacement not to exceed the City's annual budget of \$100,000 for concrete sidewalk and curb replacement in FY2017."

Attachments: Purchasing Agreement
Bid tabulation

**Reviewed by
City Manager:** WS

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Sidewalk and Curb Replacement

This is an Agreement (the "Agreement") entered into by and between the City of St. Pete Beach (hereinafter "City") and Gilliam Construction, LLC (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

WHEREAS, City desires to purchase from Vendor the goods or services described in this Agreement; and

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

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

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records, Chapter 119, Florida Statutes. Vendor shall abide by the legal requirements referenced above and in Exhibit A. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corry Avenue, St. Pete Beach, Florida 33706).**
3. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.
4. Vendor shall deliver the goods, or provide the services, described herein no later than September 30, 2017 ("completion date").
5. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 4 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

6. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor as per the Unit Prices listed in the Bid Schedule, as full consideration for goods or services provided in this Agreement and more specifically in Exhibit B.

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

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

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

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

11. To the extent that this Agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Vendor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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

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

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

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

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

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

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

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

As to Vendor:
Gilliam Construction, LLC
Attn.: LaTora Gilliam
1712 B 28th St. Ct. E
Palmetto, FL 34221

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

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

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

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

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

Gilliam Construction, LLC

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

Andrew Dickman
City Attorney

Rebecca C. Haynes
City Clerk

EXHIBIT “A”

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action. —

(1) DEFINITIONS. —For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT “B”

(Place Vendor’s Proposal behind this page)

I. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that he/she has extensive experience in the process of apron, sidewalk and curb removal and replacement and is also licensed to do so.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals are named herein, and that no other person than herein mentioned has any interest in the Bid or in the Contract to be entered into; that this Bid or Contract is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he/she has examined the site of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done; that he/she has examined the RFB, Plans, and Specifications for the work and Contract Documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and that he/she has satisfied himself/herself relative to the materials to be supplied and work to be performed.

The bidder certifies that the information and responses provided within this bid are true, accurate, and complete. The City or its designated representatives may contact any entity or references listed in the response and investigate the company as defined in References & Qualifications to verify the bidder's abilities and quality of work. The contractor hereby grants permission for each entity or reference listed in the bidder's response may make any information concerning the Contractor available to the City.

The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of Contract/Agreement specified for: **"SIDEWALK AND CURB REPLACEMENT"**

In St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the RFP, Plans, Specifications, Contract Documents, and Addenda to the full and entire satisfaction of the City of St. Pete Beach, Florida, the Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach's project: **"SIDEWALK AND CURB REPLACEMENT"**

COMPANY: Gilliam Construction DATE: 1/23/2017
ADDRESS: 1712 B 28th St Ct E PHONE: (941) 723-8979
BY: [Signature]
NAME: Laura Gilliam / CEO
(PRINT NAME & TITLE)

Sworn to and subscribed before me on this 23 day
of January, 2017 Patti A. Herr
(Notary Public)
2/13/2017
(My Commission Expires)

PATTI A. HERR
Notary Public, State of Florida
My Comm. Expires Feb. 13, 2017
No. EE 846035

SUBMIT BID ITEMIZATION WITH BID TO:
CITY OF ST. PETE BEACH

BID SCHEDULE - UNIT PRICES

4" Sidewalk Replacement	\$ <u>5.65</u> /SQFT
6" Sidewalk Replacement	\$ <u>6.26</u> /SQFT
Concrete Pavement – 6"	\$ <u>5.20</u> /SQFT
Stamped Sidewalk – 4"	\$ <u>4.96</u> /SQFT
Stamped Sidewalk – 6"	\$ <u>5.35</u> /SQFT
Salt Finish Sidewalk – 4"	\$ <u>6.05</u> /SQFT
Conc. Apron – 6"	\$ <u>5.15</u> /SQFT
Miami Curb	\$ <u>27.60</u> /LNFT
Intersection Valley Curb	\$ <u>48.00</u> /LNFT
D Curb	\$ <u>28.80</u> /LNFT
F Curb	\$ <u>34.30</u> /LNFT
Header Curb	\$ <u>21.50</u> /LNFT
ADA Sidewalk/Curb Ramp w/ Truncated Dome – 4' Sidewalk	\$ <u>185</u> /EA
ADA Sidewalk/Curb Ramp w/ Truncated Dome – 6' Sidewalk	\$ <u>198</u> /EA
Asphalt Patch	\$ <u>6.25</u> /SQYD
Sod Replacement - Bahia:	\$ <u>.30</u> /SQFT
St. Augustine:	\$ <u>.34</u> /SQFT
Add Rebar Reinforcing to Curb	\$ <u>1.85</u> /LNFT
Add Fiber Reinforcing to Concrete	\$ <u>6.85</u> /CY
Use of Georgia Buggy	\$ <u>75.00</u> /HR
Use of Line Pump	\$ <u>100.00</u> /HR
Import, Place, and Compact Clean Fill	\$ <u>26.00</u> /CUYD
FDOT Rail – FDOT Index 870 – 2 line rail	\$ <u>85.80</u> /LNFT
FDOT Rail – FDOT Index 862 – Picket Infill	\$ <u>105.50</u> /LNFT
Stormwater Inlet Top – 4' x 4' x 4"	\$ <u>1,680</u> /EA
Dump Truck – Additional Hauling	\$ <u>65</u> /HR

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC1522107	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018



MULLINEX, CHRISTOPHER E SR
GILLIAM CONSTRUCTION LLC
1712 B 28TH ST CT E
PALMETTO FL 34221



ISSUED: 08/21/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1608210003379

REFERENCES - CLIENT LIST

SUMMARY EXPERIENCE/QUALIFICATIONS/CLIENT LIST (List similar projects, with completion dates showing experience)
(At least three (3) in the past three (3) years).

1. Project Location: Sarasota County Landfill
Name of Contact Person: Jason Timmons Telephone # (941) 400-2370
Project Description: Replace scale house ramp drainage system with mitered end drainage.

Total Project Amount: \$ 23,175.91 Start Date: 9/10/14 Completion Date: 9/23/14

2. Project Location: Sarasota County Landfill
Name of Contact Person: Jeff Edwards Telephone # (941) 373-5513
Project Description: Installed 20 spillways to drainage ditch and curbing. Sidewalk removal and replacement per FDOT standards.

Total Project Amount: \$ 68,830.40 Start Date: 2/15/14 Completion Date: 2/29/14

3. Project Location: The City of North Port
Name of Contact Person: Alla Skipper Telephone # (941) 429-7172
Project Description: Installed drainage pipe for waste water treatment plant centrifuge pad.

Total Project Amount: \$ 79,780 Start Date: 6/1/2014 Completion Date: 10/31/2014

4. Project Location: _____
Name of Contact Person: _____ Telephone # _____
Project Description: _____

Total Project Amount: \$ _____ Start Date: _____ Completion Date: _____

THIS PAGE MUST BE RETURNED IF SUBMITTING A QUOTE.
QUOTERS NAME Gilliam Construction LLC
(This page to be returned)

Gilliam Construction Qualifications

Gilliam Construction LLC do not have any unresolved and ongoing claims and disputes against our firm in excess of \$500,00. Our firm do not have any claims against a third party.

Gilliam Construction assures that our firm is not presently in violations of any statutes or regulatory rules that might have an impact on our firm operations. We will apply all laws and regulations of the State of Florida and ordinance and regulations of the City of St. Pete Beach.

Gilliam Construction overall bonding capacity is \$250,000. Gilliam Construction do not have any claims against our previous bonds for the past five years.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/12/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GARDAVILS INSURANCE SERVICES, INC. 3046 59TH STREET COURT WEST BRADENTON, FL 34209	CONTACT NAME: GREG SUTTON PHONE (A/C No. Ext): 941-812-2572 FAX (A/C No): 941-405-4496 E-MAIL ADDRESS: GARDAVILSINSURANCE@TAMPABAY.RR.COM
INSURED GILLIAM CONSTRUCTION LLC 1712 B 28TH STREET COURT EAST PALMETTO, FL 34221	INSURER(S) AFFORDING COVERAGE INSURER A: SENECA SPECIALTY INSURANCE CO. INSURER B: COMMERCE AND INDUSTRY INSURANCE INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	☒	☐	BAG1036313-1	03/14/2016	03/14/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	☐	☐				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$	☐	☐	EBU021339069	03/14/2016	03/14/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	☐				WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

GENERAL CONTRACTOR AND CONCRETE WORK

CERTIFICATE HOLDER IS HEREBY ADDED AS AN ADDITIONAL INSURED.

CERTIFICATE HOLDER

The City of North Port
4970 City Hall Blvd.
North Port FL 34286

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Greg Sutton

Verified by PDFfiller
09/22/2014

V. Contractor Education & Training



City of St. Pete Beach
Public Services Department
155 Corey Avenue
St. Pete Beach, Florida 33706-1839
Phone: 727-363-9254 * Fax: 727-367-2736
www.stpetebeach.org

In concurrence with NPDES MS4 requirements, our staff has reviewed information and training materials on the topic of erosion and sediment control, illicit discharges, along with spill prevention and response as provided by the City of St. Pete Beach through the website and video links provided below.

Illicit Discharges:

[Illicit Discharges](#) [Illicit Discharge Training Video - Part 1](#) [Illicit Discharge Training Video - Part 2](#)

Construction Activities & BMPs:

[Discharges from Construction Activities](#) [Construction Site Stormwater Runoff Control](#)
[BMP Inspection and Maintenance](#) [Stormwater and the Construction Industry](#)

Erosion and Sedimentation Control:

[Erosion and Sedimentation Control](#)

Spill Prevention and Control:

[Spill Prevention and Control](#)

Local Resources:

[Pinellas County Watershed Management - Stormwater Runoff](#)
[Pinellas County Watershed Management](#) [City of St. Pete Beach Stormwater Fact Sheet](#)
[City of St. Pete Beach Public Services Department](#)

Company Name: Gullmon Construction

Signature: [Signature]

Name/Title: LaTora Gullmon / CEO

Date: 1/23/2017

All site inspectors and site operators must be certified through the [Florida Stormwater, Erosion and Sedimentation Control Inspector Training](#) and certification program or an equivalent program approved by FDEP. All certification documents and copies of licenses must be provided to the City.



Addendum #1 to RFB - Sidewalk and Curb Replacement

01/19/17

Note that this Addendum does not change the bid due date and time as stated in the above referenced RFB. Sealed bids still must be received by 10:00 AM on January 23rd, 2017, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Q: What is the anticipated number of locations for removal of existing curb/sidewalk and what will the amount of the purchase order/contract be for the project?

A: The City's sidewalk and curb replacement budget for FY17 is \$100,000. Although the scope is not known at this time, funding is typically spread over 2-5 separate task orders as determined by City Staff.

Q: Are there any testing requirements the City has other than what FDOT requires for class 1 concrete?

A: No additional testing is required as part of this contract. The City reserves the right to self-perform or utilize a consultant to perform additional testing as deemed necessary.

Q: Is the City imposing any density requirements?

A: While the City is not specifying a percentage of the maximum dry density that subgrade soils are required to achieve, all subgrade soils must be properly moisture conditioned and compacted prior to placement of concrete. The City reserves the right to require that all subgrade preparation as described above shall be performed in the presence of the City's Engineering Inspector.

Q: Regarding reinforcing of 6" concrete, please define.

A: Reinforcement shall match the existing, but in no case shall it be less than one layer of 6" x 6" - W2.9 x W2.9 welded wire fabric or equivalent. Should the City elect to install supplemental reinforcing steel at localized locations, the scope and cost of the rebar (likely #4 bars) would be discussed and negotiated.

Q: Please provide a specification for stamped and salt finish sidewalk.

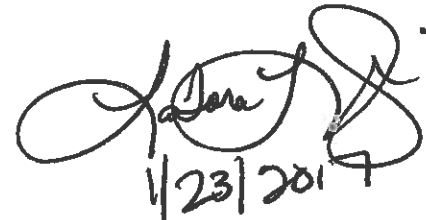
A: The City has not developed specifications for these items. If the City elects to request these items, the contractor will be asked to match the stamped and salt finish sidewalk that is currently in place. Examples of these products can be seen on Pass-a-Grille Way between 1st Avenue and 12th Avenue with salt finish on the east side and stamped (hex) on the west side.

Q: Can the truncated dome per each bid items be changed to a square foot bid item?

A: Yes, you may strike out the unit "EA" for this item and replace with "SQFT" as the unit of measure for this item. Any bidder that chooses not to change the unit of measure for this item, the City may request the dimensions of each piece being proposed to facilitate a cost comparison between bids.

Q: Please define the City's anticipated locations for the import & compact fill item?

A: There is no scope for this item at this time. For the sake of pricing, you can assume that only a small volume (less than 5 CUYD) would be placed at a given location for leveling of subgrade.



1/23/2017

VI.

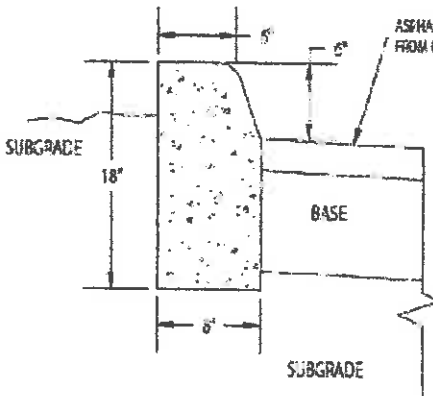
SPECIFICATIONS

All work shall conform to Standard FDOT specifications, regulations, and details. These specifications can be found at:

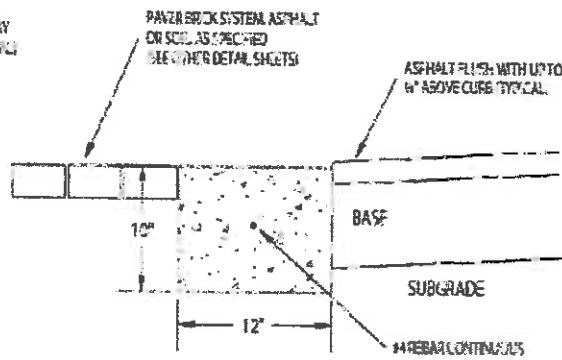
<http://www.dot.state.fl.us/SpecificationsOffice/Implemented/SpecBooks/2014/2014Bk.shtrn>

<http://www.dot.state.fl.us/rddesign/DS/14/IDx/00862.pdf>

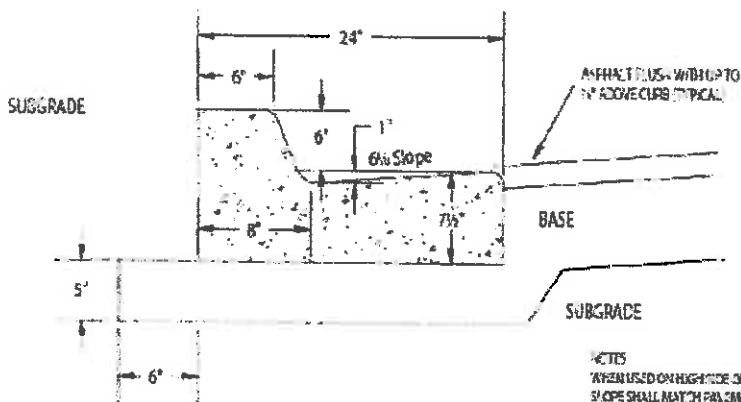
<http://www.dot.state.fl.us/rddesign/DS/14/IDx/00870.pdf>



TYPE "D" CURB
N.T.S.

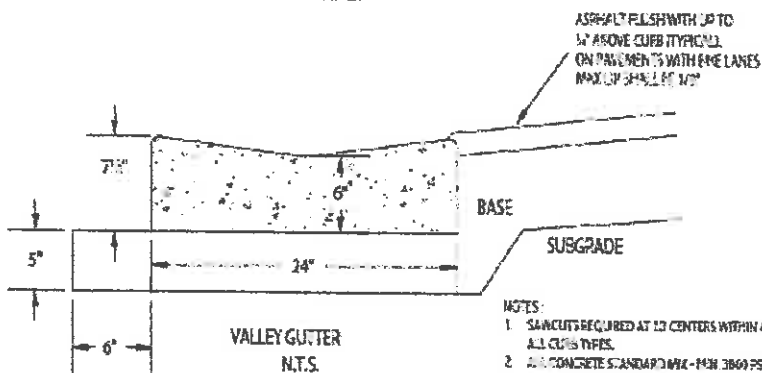


HEADER CURB
N.T.S.



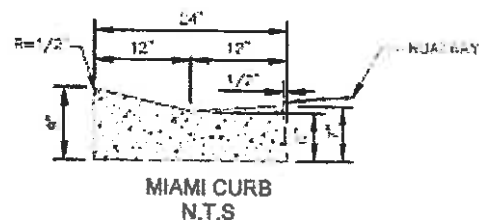
TYPE "F" CURB
N.T.S.

NOTES:
WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROPS
SLOPE SHALL MATCH PAVEMENT SLOPE AND UP THICKNESS
SHALL BE 6" MINIMUM. (SEE DETAIL INDEX 301)



VALLEY GUTTER
N.T.S.

- NOTES:
1. SAW CUTS REQUIRED AT 10' CENTERS WITHIN 48 HOURS OF POUR FOR ALL CURB TYPES.
 2. ALL CONCRETE STANDARD MIX - MIN 3800 PSI IN 28 DAYS
 3. REFER TO FDOT INDEX 301
 4. SUBGRADE COMPACTION TO 98% MAX DENSITY PER ASTM D-1557



MIAMI CURB
N.T.S.

Signature
1/23/2017



Sidewalk & Curb Unit Price Bids - FY2017
1/23/2017

<u>Item</u>	<u>Gilliam</u>	<u>Ajax</u>
4" Sidewalk - PER SQFT	\$5.65	\$8.50
6" Sidewalk - PER SQFT	\$6.26	\$12.25
Concrete Pavement - 6" - PER SQFT	\$5.20	\$15.50
Stamped Sidewalk - 4" - PER SQFT	\$4.96	\$12.00
Stamped Sidewalk - 6" - PER SQFT	\$5.35	\$14.00
Salt Finish Sidewalk - 4" - PER SQFT	\$6.05	\$14.00
Concrete Apron - 6" thick - PER SQFT	\$5.15	\$17.00
Miami Curb - PER LNFT	\$27.00	\$54.00
Intersection Valley Curb - PER LNFT	\$48.00	\$128.00
D Curb - PER LNFT	\$28.80	\$50.00
F Curb - PER LNFT	\$34.30	\$55.00
Header Curb - PER LNFT	\$21.50	\$45.00
ADA Sidewalk/Curb Ramp w/ truncated dome - 4' - PER EA	\$185.00	\$45.00
ADA Sidewalk/Curb Ramp w/ truncated dome - 6' - PER EA	\$198.00	\$55.00
Asphalt Patch - PER SQYD	\$6.25	\$200.00
Bahia Sod Replacement - PER SQFT	\$0.30	\$7.00
St. Augustine Sod Replacement - PER SQFT	\$0.34	\$10.00
Add Rebar Reinforcing to Curb - PER LNFT	\$1.85	\$1.00
Add Fiber Reinforcing to Concrete - PER CY	\$6.85	\$12.00
Use of Georgia Buggy - PER HR	\$75.00	\$20.00
Use of Line Pump - PER HR	\$100.00	\$150.00
Import, Place, and Compact Clean Fill - PER CY	\$26.00	\$52.00
FDOT Rail - FDOT Index 870 - 2 Line Rail - PER LNFT	\$85.80	\$143.00
FDOT Rail - FDOT Index 862 - Picket Infill - PER LNFT	\$105.50	\$180.00
Stormwater Inlet Top - 4'x4'x4" - PER EA	\$1,680.00	\$1,200.00
Dump Truck - Additional Hauling - PER HR	\$65.00	\$70.00

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

Issue

Considered: Authorize the City Manager to enter into a purchase agreement with Progressive Environmental Services, Inc. (SWS) for \$112,191.44 for pumping of the wastewater system to facilitate cleaning of our blocked and surcharged wastewater trunk lines.

Date: February 28, 2017

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 Inflow & Infiltration (I & I) study.

In order to accomplish the cleaning of the 21 inch trunk line on Gulf Boulevard and minimize delays and the likelihood of another sanitary sewer overflow, the City enlisted the services of FCS, Inc. to pump wastewater from manholes in support of UIT's crew. Had the City not elected to enlist FCS, Inc. for this assistance, this line would have remained obstructed for months to come, making the likelihood of an overflow high.

The City selected SWS to provide this service based on the recent experience they have with following our Standard Operating Procedure for this type of pumping activity. SWS had also indicated that they had immediate truck availability.

Funding: CIP – Inflow & Infiltration (FY17). This will be paid after the fact since the costs associated with this invoice were incurred in FY16 but were not encumbered previously since the invoice was only recently submitted.

Requested Motion: "I move to authorize the City Manager to enter into a purchase agreement with Progressive Environmental Services, Inc. (SWS) for \$112,191.44 for pumping of the wastewater system to facilitate cleaning of our blocked and surcharged wastewater trunk lines."

Attachments: Invoice #203505

**Reviewed by
City Manager:** WS

**RECEIVED**

JAN 13 2017

INVOICE**203505**

REMIT TO: Progressive Environmental Services, Inc.
PO BOX 538498
ATLANTA, GA 30353-8498
PHONE: 850-234-8428
E-MAIL: ar@swsenvironmental.com

PUBLIC SERVICES

BILL TO City of St. Pete Beach
Public Works Division
155 Corey Avenue
St. Pete Beach, FL 33706

JOB LOCATION : City of St. Pete; Pump Waste
155 Corey Avenue
St. Pete Beach, FL 33706

CUSTOMER ID	PO/CONTRACT #	JOB #	INVOICE DATE	DUE DATE
10-CITC46		SP1-808-1773	9/21/2016	10/6/2016

Personnel & Equipment 9-06-16	10,605.63
Personnel & Equipment 9-07-16	9,715.31
Personnel & Equipment 9-08-16	6,530.31
Personnel & Equipment 9-09-16	11,420.50
Personnel & Equipment 9-12-16	9,773.44
Personnel & Equipment 9-13-16	10,116.56
Personnel & Equipment 9-14-16	10,116.56
Personnel & Equipment 9-15-16	10,981.86
Personnel & Equipment 9-18-16	8,040.94
Personnel & Equipment 9-19-16	10,562.81
Personnel & Equipment 9-20-16	12,127.50

Contact: John Kretzer
Phone # 727-224-4182
Email: j.kretzer@stpetebeach.org
"St. Petersburg Division"

Invoiced by: Shelly L Czupryna
727-546-8193 sczupryna@swses.com

BILL TO City of St. Pete Beach
Public Works Division
155 Corey Avenue
St. Pete Beach, FL 33708

JOB LOCATION : City of St. Pete; Pump Waste
155 Corey Avenue
St. Pete Beach, FL 33708

CUSTOMER ID	PO/CONTRACT #	JOB #	INVOICE DATE	DUE DATE
10-CIT046		SP1-603-1773	9/21/2016	10/8/2016

SUBTOTAL	112,191.44
TAX	0.00
RETAINAGE	0.00
INVOICE TOTAL	112,191.44

St. Pete Beach City Commission
Agenda Report

ISSUE CONSIDERED: Final Reading: Ordinance 2017-02 providing a supplemental appropriation for fiscal year 2017 to the General, Wastewater, Reclaimed Water, Stormwater and Capital Improvement funds and providing for funding.

DATE: February 28, 2017

PREPARED BY: Elaine Edmunds, Administrative Services Director

SUMMARY OF ISSUE: Ordinance 2017-02 provides a supplemental appropriation to the General, Wastewater, Reclaimed Water, Stormwater and Capital Improvement Funds for a total amount of \$10,068,237. The adjustments are as follows:

- Outstanding encumbrances from fiscal year 2016 being brought forward which total \$8,532,882. The breakdown by fund is as follows:
 - General Fund - \$206,311
 - Wastewater Fund - \$452,371
 - Reclaimed Water Fund - \$124,662
 - Stormwater Fund - \$40,021
 - Capital Projects Fund - \$7,709,517
- An additional adjustment to the General Fund in the amount of \$40,992 to fund the place making project that was budgeted in 2016 but not initiated before fiscal year end (\$20,000) and monies for the replacement of the Vina Del Mar playground (\$20,992) which was approved by the City Commission on September 20, 2016.
- The BP Oil monies received in FY16 in the net amount of \$1,200,000 were recorded in the General Fund and are included in the FY16 General Fund reserves. These funds are being transferred to the Wastewater Fund to be used toward the Wastewater I & I project.
- An additional adjustment to the Wastewater Fund of \$53,900 to roll over monies budgeted in FY16 for sewer inflow and infiltration that was not completed.
- An additional adjustment to the Capital Improvement Fund of \$120,463 to roll over monies budgeted in FY16 for following projects that were not completed:
 - \$100,000 for Egan Park.
 - \$11,590 for the Upham Beach Concession
 - \$8,873 for the Warren Webster
- An inter-local agreement with Pinellas County to install 2 dune walkovers. This project is funded by a 100% reimbursable grant not to exceed \$120,000.

Funding for the above listed projects will come from the following:

- \$ 1,447,303 from General Fund Reserves
- \$ 506,271 from Wastewater Fund Reserves
- \$ 124,662 from Reclaimed Water Fund Reserves
- \$ 40,021 from Stormwater Fund Reserves
- \$7,829,980 from CIP Fund Reserves
- \$ 120,000 from Pinellas County Grant monies

REQUESTED MOTION: “I move to approve Ordinance 2017-02, (read title)...

ATTACHMENTS: Ordinance 2017-02
Appendix A

REVIEWED BY
CITY MANAGER: *WS*

ORDINANCE 2017-02

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, PROVIDING FOR A SUPPLEMENTAL APPROPRIATION FOR FISCAL YEAR 2017 TO THE GENERAL, WASTEWATER, RECLAIMED WATER, STORMWATER AND CAPITAL IMPROVEMENT FUNDS; PROVIDING FOR FUNDING; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach wishes to amend the fiscal year 2017 budget; and

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

WHEREAS, estimated revenues and expenditures are provided in Ordinance 2016-18, 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 recognize revenues available for encumbrances from fiscal year 2016 as well as additional projects for fiscal year 2017.

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

Section One. Recitals. The above recitals are hereby adopted as legislative findings, purpose and intent of the City Commission.

Section Two. Increases in the General fund of \$1,447,303, Wastewater Fund of \$506,271, Reclaimed Water Fund of \$124,661, Stormwater Fund of \$40,021 and Capital Improvement Fund of \$7,949,980 with corresponding funding as outlined and attached hereto in Exhibit A.

Section Three. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the ordinance.

Section Four. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section Five. Publication. This Ordinance shall be published in accordance with the requirements of law.

Section Six. Effective Date. This Ordinance shall become effective immediately upon final passage and adoption.

* * * * *

Deborah Schechner, Mayor

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 _____, 2017.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney

Appendix A

	Account	Department	Amount
General Fund:			
Encumbrances:			
Plan Active Studio	Planning & Engineering	C.D.D.	\$15,600
Imagenet Consulting	Professional/Contractual	C.D.D.	\$14,137
Avocette Technologies	Office Equipment	C.D.D.	\$7,600
MCC Innovations	R & M Equipment	Admin. Svces	\$1,575
Full Compass	Other Equipment	Admin. Svces	\$3,108
Holmes & Brackel	Furniture	Admin. Svces	\$5,518
Digital Eel	Professional/Contractual	Admin. Svces	\$2,400
Lifescan Wellness	Professional/Contractual	Fire	\$3,746
Municipal Emergency Supplies	Uniforms	Fire	\$1,016
Always McCafferty	Uniforms	Fire	\$1,500
Phillips Healthcare	Other Equipment	Fire	\$2,579
Bayside Window Cleaning	Professional/Contractual	Public Works	\$2,036
Woods Consulting	Professional/Contractual	Public Works	\$1,700
Perry's Nursery	Professional/Contractual	Public Works	\$670
Creekside Nursery	Professional/Contractual	Public Works	\$1,520
Mendit Asphalt	Professional/Contractual	Public Works	\$3,291
Certus Builders	R & M Other	Public Works	\$94,831
Certus Builders	Pavement Marking	Public Works	\$13,028
Recycled Plastic	Operating Supplies	Public Works	\$2,004
Morelli Landscaping	Operating Supplies	Public Works	\$8,100
Luke Brothers	Professional/Contractual	Public Works	\$6,652
Green Expectations	Professional/Contractual	Public Works	\$2,664
Athletic Turf Care	Professional/Contractual	Public Works	\$2,475
Smith Fence	R & M Buildings & Grounds	Public Works	\$1,940
Southern Equipment	R & M Buildings & Grounds	Recreation	\$2,765
Vermont Systems	Other Equipment	Recreation	\$3,857
Total Encumbrances			\$206,311
Additional Expenses:			
Johnathan Mugman Design	Placemaking	C.D.D.	\$20,000
Miller Recreational Equipment	Vina Del Mar Playground	Public Works	\$20,992
Interfund Transfer	BP Oil monies to Wastewater Fund		\$1,200,000
			\$1,240,992
Total increase in General Fund			\$1,447,303
Funding Source:			
Fund Balance Reserves			\$1,447,303

Ordinance 2017-02

Appendix A

	Account	Amount
Wastewater Fund:		
Revenues:		
Interfund Transfer	General Fund	\$1,200,000
Encumbrances:		
Wharton Smith	Professional/Contractual LS R & R	\$317,140
Heyward Florida Odor Control	Professional/Contractual LS R & R	\$24,750
Kimley Horn	Professional/Contractual	\$6,308
UIT LLC	I & I Program	\$84,212
Kimley Horn	I & I Program	\$16,392
Kimley Horn	Pump Replacements	\$3,570
Total Encumbrances		\$452,371
Additional Expenses:		
Rollover of monies not spent in FY16		
Sewer I & I		\$53,900
Total increase in Wastewater Fund		\$506,271
Funding Source:		
Fund Balance Reserves		\$506,271
Reclaimed Water Fund:		
Encumbrances:		
Pinellas County	Capital Improvements	\$124,661
Funding Source:		
Fund Balance Reserves		\$124,661
	Account	Amount
Stormwater Fund:		
Encumbrances:		
USA Services	Professional/Contractual	\$23,621
Mark Smith Excavating	Professional/Contractual	\$16,400
Total Encumbrances		\$40,021
Funding Sources:		
Stormwater Fund Reserves		\$40,021

Ordinance 2017-02

Appendix A

	Account	Amount
Capital Improvement Fund:		
Encumbrances:		
Land & Water Engineering	Egan Park	\$4,375
C.P.W.G.	Warren Webster	\$15,971
Whitaker Contracting	Warren Webster	\$17,774
Ajax Paving	Various Streets	\$238,528
G.G. I.	75th Avenue	\$975
C.P.W.G.	Underground Design	\$1,184
Taborelli Construction	Upham Beach Deck Repair	\$78,510
Michael Baker	B.P.R. Reconstruction	\$36,654
Metzger and Willard	Pass A Grille Way Phase I	\$15,660
Duke Energy	Binding Fee - PAG Way	\$1,975
David Nelson Construction	Pass A Grille Way Phase I	\$6,627,837
Ferguson Enterprises	Pass A Grille Way Phase I	\$114,548
Old Castle Precast	Pass A Grille Way Phase I	\$41,292
County Materials & Supply	Pass A Grille Way Phase I	\$85,830
Professional Services - Geotech	Pass A Grille Way Phase II	\$6,740
C.P.W.G.	Pass A Grille Way Phase II	\$298,192
USA Voltage	Pass A Grille Way Phase I	\$120,927
Besel Plumbing	Pass A Grille Way Phase I	\$1,480
George F Young	Egan Park Shoreline	\$500
George F Young	Seawalls	\$565
Waterfront Property	Seawalls	
Total Encumbrances		\$7,709,517
Additional Expenses:		
Projects not completed in FY16:		
Egan Park		\$100,000
Upham Beach Concession		\$11,590
Warren Webster		\$8,873
Dune Walkovers		\$120,000
Total Additional Expenditures		\$240,463
Total Increase to CIP Fund		\$7,949,980
Funding Sources:		
Pinellas County Dune Grant		\$120,000
Reserves - CIP		\$7,829,980
Total Funding Sources		\$7,949,980

St. Pete Beach City Commission Agenda Report

Issue Considered: Ordinance No 2016-19 – Repeal and Replacement of Division 20 – PAG Pass-A-Grille Overlay.

Date: February 28th, 2017

Prepared By: Jennifer Bryla– Community Development Director

Through: Wayne Saunders – City Manager

Summary of Issue This is a City initiated repeal and replacement of the current overlay language found in Division 20 of the City's Land Development Code. The revised overlay will provide for a form based zoning code that will continue to support the historic patterns and uses that created the eclectic mix of Pass-a-grille.

The revised code specifically allows for:

- Allowing for existing residential lots, specifically single family lots, the ability to develop under the existing zoning standards.
- A consistent public realm or front entry sequence that mirrors the historic patterns for the neighborhood.
- Consistency with historic housing stock forms by incorporating commonly known architectural components into the expectations for new structures.
- Prohibiting the ability for lots to be aggregated together or split apart unless approved by the City Commission.
- Allowing for properties that are currently non-conforming for density to become conforming and be able to redevelopment with consistent form and density, without increasing the existing square footage.
- Provide incentives for choosing the forms presented, including additional square footage.

The Historic Preservation Board heard the Ordinance on January 5th, 2017 and the Planning Board heard the Ordinance on January 17th, 2017. Both Boards recommended approval with the conditions outlined in the staff report.

The City Commission on first reading of the Ordinance requested changes to the HL House-Large typology which were essentially scrivener's errors and also change in Section 20.20 Landscape Standards (b) to read: Landscape Buffers may not be required between any uses within the PAG Overlay District.

Requested Motion: “I move to approve Ordinance 2016-19 on final reading.”
(read title)

Attachment: Agenda Report
Staff Report
Ordinance 2016-19
Exhibit A – Division 20
Exhibit B – Department of State Memo
Exhibit C – Forward Pinellas letters of approval
Exhibit D – Flood Plain Manager Memo
Exhibit E – Comment Spreadsheet
Exhibit F – Letter of Ojection

**Reviewed by the
City Manager**

WS



St. Pete Beach City Commission

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

2/28/17

Ordinance 2016-19
Repeal and replace
Division 20, PAG Pass-
A-Grille Overlay

Applicant
City Initiated

Location
Pass-a-grille 32nd Ave
south

**Commission
District**
District 4

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:

1/4/2017

No Comments.

ITEM SUMMARY:

ITEM SUMMARY:

The City has initiated the revised language to the Pass-a-grille overlay district in response to residents' frustration with the Euclidian Zoning standards that were superimposed over the historic district through Ordinance 03-07. The Ordinance presented covers those lands from 32 Avenue south excluding the area that is the CRD-EA. Generally 9th Ave south to 7th Ave and between Gulf Way and Pass-A-Grille Way.

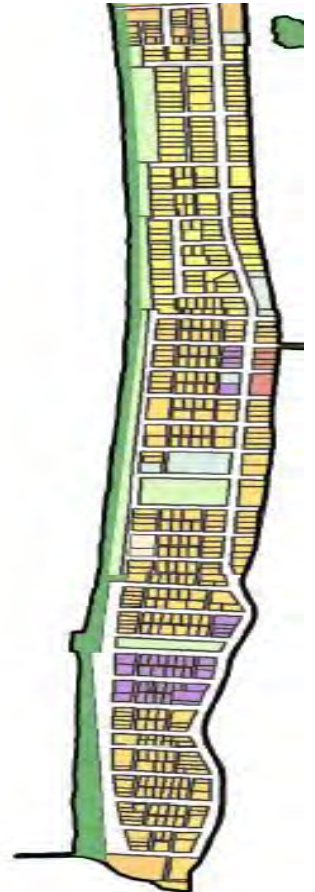
The revised overlay will provide for a form based zoning code that will continue to support the historic patterns and uses that created the eclectic mix of Pass-a-grille.

The revised code specifically allows for:

- Allowing for existing residential lots, specifically single family lots, the ability to develop under the existing zoning standards.
- A consistent public realm or front entry sequence that is consistent with the historic patterns for the neighborhood.
- Consistency with historic housing stock forms by incorporating commonly known architectural components into the expectations for new structures.
- Prohibiting the ability for lots to be aggregated together or split apart unless approved by the City Commission.
- Allowing for properties that are currently non-conforming for density to become conforming and be able to redevelopment with consistent form and density, without increasing the existing square footage.
- Provide incentives for choosing the forms presented, including additional square footage.

Some things that have not changed with the new overlay standards.

- The criteria set for the height of structures has not and will not change.



Historic Preservation Board: 1/5/17

Recommended Approval with conditions as outlined 4-0 (Weymouth, Jacobus)

Planning Board Review:

Recommended Approval with two conditions as outlined 5-0 (Lehman, Shavlin)

City Commission Review:

Approval 5-0
2/14/2017

Staff

Recommendation

Approval as presented

- The density allowed for properties will not change.
- Expansion of development is prohibited.
- Residential parking standards.

PUBLIC NOTICE:

Notice of public hearing has been advertised as required by State Statutes. As of the time of this report, one written comment of objection has been received and one written request for additional information was received. Both are attached for the Board's information at Exhibit "F". Oral and written comments may be presented at the public hearing. In addition to the required advertisement of the Ordinance, Staff has held 3 Community Meetings and taken comment at 3 public hearings, one of which included a City Commission meeting. Staff also sent public notice of the Ordinance to each affected property within the District and held public open house at City Hall for the purpose of taking questions and testing the code. Exhibit "E" outlines all the comments that have been received from this extensive public outreach.

PROJECT DESCRIPTION / BACKGROUND:

1. Project Description:

The Pass-a-grille community was first settled in 1884 by Captain Zephaniah Phillips a Union veteran of the Civil War. The name was thought to come about because of the fact that the area was frequented by fisherman who came ashore to cook or grill their catch. Hence Pass of the Grill. The proposed Ordinance recognizes the unique qualities of the Pass-a-grille community and that the Euclidean, or strict performance based zoning standards, that were incorporated into the Land Development Code in 2003 did not allow for some areas of the community to be renovated or improved as so many properties were considered "legal non-conforming" properties. This mean that they are permitted to continue to exist but could not be considered permitted even though they existing structures.

The City Commission recognized this and hired a consultant in 2016 to develop a code that would recognize the unique character of the community and allow for re-investment without compromising the historic integrity of the community. The consultant has identified thirteen (13) different place "types" of the structure, each type dealing with the land use of the property and/or lot size. The place types or typologies are given form characteristics that each uniquely possess. As owners of single-family properties choose to redevelop or improve their properties, they may choose the underlying zoning districts performance based zoning standards or the "form based" zoning standards associated with the size of their lot and use.

The proposed Ordinance also brings some standard design principals to the code in order to ensure consistent form and shape which replicates the historic patterns is represented. These design

standards are basic elements of proportion and scale and should not be onerous for the property owner to achieve.

The proposed Ordinance has no effect on the City's Level of Service as single family residential units are exempt from concurrency standards per Section 29.5(2) of the Land Development Code and no expansion of existing structures is being proposed.

JUSTIFICATION / TECHNICAL REVIEW

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

FUTURE LAND USE ELEMENT

Section II ,Future Land Use Plan Element, Green Mission Statement , Page 4

...

"(b) It is the intent of the City of St. Pete Beach to allow for the continuance of existing non-conforming residential and temporary lodging units under the circumstances outlined below:

- 1. Catastrophic Events. In the case of natural disaster or other catastrophic event over which the owner is presumed to have had no control, residential and temporary lodging properties that were in existence prior to the event may be reconstructed with the same number of units, subject to the LDC requirements other than density and intensity, Florida Building Code requirements and FEMA regulations, in effect at the time of reconstruction.**
- 2. Routine Maintenance. In the event a residential or temporary lodging use would be considered a non-conforming use under the land use category designated for its property as adopted herein, it is the intent of the City to permit the routine maintenance of these residential or temporary lodging structures which pre-date the adoption of the Comprehensive Plan in 2009 that would prohibit their construction today.**
- 3. FEMA Compliance Required. Notwithstanding any statements to the contrary, there is no intention of superseding any regulations of the Federal Emergency Management Agency (FEMA) or National Flood Insurance Program requirements regarding the protection of properties from flood damage.**
- 4. Expansion Prohibited. There also is no intention of allowing for the expansion of non-conforming uses or an increase in a non-conforming density or intensity of a use as determined by the Future Land Use Plan and Map designation and implementing zoning regulations effective at the time of the event.**
- 5. Existing platted lots of record that are located in the Residential Urban, Residential Low Medium, Residential Medium, and Residential High land use categories shall not be prohibited from the construction of one residential unit due to a non-conforming lot size.**

Analysis: The proposed Pass-a-grille overlay supports and continues the intent to allow for the continuance of existing non-conforming residential and temporary lodging units as outlined above. Specifically Section 20.07 allows for the rebuilding of residential developments with the same density as the existing structures. This policy is in direct

conflict with language in the Land Development Code and as the Comprehensive Plan is the Guiding Document for the City, it take precedence over all other lesser local codes.

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 land uses, and environmental degradation.**
- **Maintaining the community's recreation, open space and beaches.**

Analysis: The proposed Pass-a-grille overlay supports and continues the intent to allow for the continuance of the unique residential character of the existing housing stock in the Pass-A-Grille community by allowing the mixture of typologies that support the historic pattern of development and mixture of housing types. Section 20.11 maintains the existing building types and also prohibits the aggregation of lots for increased square footage or the subdivision of lots for increased density in the district.

Objective 2.6

As of the effective date of this comprehensive plan, as amended, development activities shall be required to ensure the protection of historic and architecturally significant structures and resources.

Analysis: The proposed Pass-a-grille overlay supports the protection of historic and architecturally significant structures and resources and further explores the incorporation of historic form and patterns that have existed in the community for 100 years. Section 20.15 outlines the typologies from the existing development patterns to ensure that the form and mass continues rather than removal and replacement of stock that have no historic basis.

Objective 2.13

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

Analysis: The proposed Pass-a-grille overlay supports and continues the intent to allow for the preservation and redevelopment of temporary lodging uses within the Pass-a-Grille community as is evidenced by the Boutique Hotel typology found in Section 20.15. This inclusion ensures that as properties are redeveloped they will be consistent with the historic patterns of the Community without increasing density or intensity.

GOAL 6:

Full compliance with Chapter 88-464, Laws of Florida, as amended, by participating in the Countywide planning process through representation on and coordination with the Pinellas Planning Council and by ensuring consistency between the City and Countywide comprehensive plans.

Objective 6.1

The Future Land Use Element of the City of St. Pete Beach Comprehensive Plan shall be consistent with the Countywide Future Land Use Plan and Rules.

Analysis: The proposed Pass-a-grille overlay supports Goal 6 and Objective 6.1. Staff submitted the draft code to the Pinellas Planning Council for review and comment to ensure compliance with the Countywide Rules and determination was made that the proposed Ordinance was consistent. Staff was commended for working to try and preserve the existing patterns of the district.

Housing Plan Element

Objective 1.4

In accordance with this comprehensive plan the City shall work to extend the useful life of the existing housing stock while maintaining the neighborhood quality through land development regulations.

Analysis: The proposed Pass-a-grille overlay supports extending the useful life of existing housing stock in the community through allowing the existing stock to be improved. Currently if a structure is nonconforming it cannot be altered or improved.

Policy 1.4.3

The City shall, in as much as FEMA regulations permit, allow for older, traditionally non-conforming, residential structures to be rebuilt and maintained as domiciles at their existing densities.

Analysis: The proposed Pass-a-grille overlay supports and continues the intent to allow for the continuance of existing non-conforming residential units as outlined above. Specifically Section 20.07 allows for the rebuilding of residential developments with the same density as the existing structures.

Policy 1.6.2

The City shall encourage housing improvement and replacement projects through the land development regulations.

Analysis: The proposed Pass-a-grille overlay encourages the improvement of existing housing stock through legalizing the non-conforming densities and thereby allowing there improvement.

2. Compatibility with Adjacent Uses

The proposed Ordinance would be consistent and compatible to the residential uses to the East and to the North as the Ordinance encourages the enhancement of residential structures and historic uses of the District.

3. Consistency with Florida State Historic Preservation Office in the Department of State

The Department provided the following: Form Based Coding is the most complimentary zoning fit for a historic area. The Department shared some concern with allowing only single family homes to replace the multi-unit buildings as this would alter the historic mix of uses that exist in the District. The Department was unwilling to provide written comments as they are not charged as a regulatory agency. The memo outlining the conversation with the Department is attached as Exhibit

“B”.

4. Compatibility with County Wide Rules

The proposed Ordinance would be consistent and compatible with the Pinellas Countywide Rules as is required by Pinellas County. A letter from the Division Planning Manager is attached as Exhibit “C”.

5. Compatibility with FEMA

The proposed Ordinance would be consistent and compatible with the FEMA criteria the City must comply with as is evidenced by memo from the City’s Flood Plain Manager Bruce Cooper. The memo is attached as Exhibit “D”.

HISTORIC PRESERVATION BOARD:

The City’s Historic Preservation Board heard Ordinance 2016-19 and provided a recommendation of approval 4-0 (Weymouth, Jacobus) with the following additions:

- i. Cupolas shall be permitted on sloped roofs and are exempt from the height limitations up to twelve feet above the roof line.
- ii. Section 20.23(d) General Building Design (non-residential) shall remove the first sentence in line 33 and move it to an optional item in that same section thereby becoming item number (14) following cupolas.
- iii. Section 20.22(b) General Building Design (residential) shall remove #2, Window size is consistent.
- iv. The Boutique Hotel typology shall be amended to allow structures along Gulf Way to increase building height to 35’ but for every 1’ increased above the standard 32’, the applicant shall increase the front setback one additional foot.

PLANNING BOARD:

The City’s Planning Board heard Ordinance 2016-19 and recommended approval 5-0 (Lehman, Shavlin). The Board affirmed all of the recommendations provided by the Historic Preservation Board. In addition the Planning is recommending the following:

- i. Section 20.07 Density, intensity and assembly of parcels.
(b) The existing residential density, exceeding one density unit, of an existing residential structure shall be permitted to rebuild on the existing parcel of land, with the same density as the existing structure(s) has, if the building was constructed prior to (adoption date) and can meet the lot requirements, by building type, in Sec. 20.15 of this Division. In addition, any new construction cannot exceed the existing developed square footage and must match the existing form and mass as defined in Sec. 20.22 herein.
- ii. The height of structures in the Boutique Hotel Place Type may exceed the height up to 35’ as outlined by the code if the property is along Gulf Way and that portion of the building that exceeds the 32’ in height shall be set back an additional one foot from the front setback line for every foot in height increase.

CITY COMMISSION:

The City Commission heard the Ordinance on 2/14/2017 and Voted to approve 5-0 with changes to the HL – House Large Typology. Specifically, Building Height should be M. Principal Structure and under Parking provisions remove the #1. A change was also made to Section 20.20 (b) line 18 to read Landscape Buffers may not be required between any uses within the PAG Overlay District. Those requested changes have been made in Exhibit A as presented for final reading.

STAFF RECOMMENDATION:

Upon review of the Comprehensive Plan, Staff concludes that the proposed Ordinance not be detrimental to the goals objectives and policies of the City's Comprehensive Plan. Staff also concludes that as the Ordinance seeks to provide options for property owners to enhance their quality of life and add to the aesthetic of the neighborhood, while respecting the historic mass and scale of the neighborhood that Staff recommends approval.

Further, the Ordinance does not allow for the expansion of properties and as such, does not incentivize the demolition of existing structures. Conversely the Ordinance does allow improvement of non-conforming structures, which currently is not permitted, thus preserving not only historic forms but use patterns as well. Replacing the multi-unit structures with a single family home would be in direct conflict with the Historic Designation as the District was awarded the designation on the basis of settlement patterns and entertainment/recreation.

ORDINANCE #2016-19

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, REPEALING AND REPLACING DIVISION 20 OF THE LAND DEVELOPMENT CODE, PAG PASS-A-GRILLE OVERLAY DISTRICT, INCORPORATING LANGUAGE AS OUTLINED IN EXHIBIT A; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of St. Pete Beach Land Development Code implements the goals and policies of the City's Comprehensive Plan and encourages the preservation of residential neighborhoods; and

WHEREAS, the Pass-a-grille neighborhood is essentially a "built out" community with the first structures being erected in roughly 1900; and

WHEREAS, the City Commission has a commitment to preserve the overall character within the Pass-a-Grille neighborhood, generally from 32 Avenue south to the end of the island; and

WHEREAS, the City Commission recognizes the constraints that have been imposed on the district with the incorporation of Euclidean performance based zoning codes; and

WHEREAS, the City Commission approved a consultant to begin working on a form base code for the neighborhood in September of 2015.

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

Section 1. Recitals. The above recitals ("Whereas" clauses) are hereby adopted as legislative findings, purpose and intent of the City Commission.

Section 2. The Pass-a-grille Overlay, Division 20 of the Land Development Code, is repealed and replaced in its entirety as illustrated in "Exhibit A".

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

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

Section 5. This Ordinance shall become effective upon adoption.

PASSED ON FIRST READING _____, a.d. 2017

PASSED ON SECOND AND FINAL READING _____, a.d. 2017

ORDINANCE #2016-19

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 _____, 2017.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

City Attorney
Andrew Dickman, Esq.

Exhibit A

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DIVISION 20 - PASS-A-GRILLE OVERLAY DISTRICT

Sec 20.01 Purpose and intent.

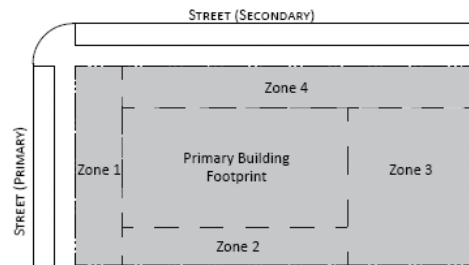
The City recognizes that the Pass-a-Grille Area was developed prior to the the development of suburban zoning regulations. The (PAG) Pass-a-Grille Overlay District is intended to allow for structures that are considered contributing to the National Register Historic District to be considered conforming regarding base flood elevations and uses of property within the Pass-a-Grille area situated south of 32nd Avenue, in order to ensure that structures and uses will be compatible with the character of existing development, including the area within the designated Pass-a-Grille Historic District. Also, to recognize that the existing parcel size's, uses and overall character of the PAG shall be permitted to continue as viable uses while allowing for improvements to existing structures, additions and new development that is consistent with the existing mass and scale within the District.

Sec 20.02 Definitions

- (a) Accessory structure envelope means provisions for the setbacks and maximum building footprints permitted for accessory structures.
- (b) Balance means the relationship among the elements of a building on either side of an imaginary centerline through the middle of a building. Buildings are either symmetrically or asymmetrically balanced.
- (c) Balanced, Asymmetrically means the shape(s) and design of a building may not match exactly, but instead have equal visual weight they are still visually balanced.
- (d) Balanced, Symmetrically means the shapes on one side of the centerline match the shapes on the other side. The two halves are visually equally.
- (e) Building height: Provisions for permitted heights in feet (ft). The maximum height for first floor residential development shall be fourteen (14) feet and twenty (20) feet for non-residential. The maximum height for second story and higher shall not exceed fourteen (14) feet. Each building lot typology provides the range of height appropriate for the building type. No new or substantially improved building within the PAG Overlay District and having the underlying zoning designation of THD, RU-2 Residential, RLM-2 Residential, or RM Residential shall be constructed not to exceed 28 feet in height to the midpoint of a sloped roof or top of the parapet of a flat or low sloped roof, and measured from the base flood elevation determined under the most restrictive applicable standard for the building site, further provided that the overall roof height shall not exceed 32 feet. base flood elevation requirements are outlined in Sec. 98-33 of the City's Code of Ordinances.
- (f) Building envelope: Provisions for the minimum and maximum setbacks permitted by front, side, and rear yards. There is a minimum and maximum setback for each lot type. The maximum and minimum frontage refers to the proportion of the lot width along which the primary building façade must be within the minimum and maximum front setback.
- (g) Compatible design means architectural design and construction that will fit harmoniously into the district based on scale, materials, and quality of construction with adjacent buildings and structures.

- (h) Lot requirements: Provisions for minimum and maximums, lot depth, lot size and the permitted lot coverage.
- (i) Mass, Primary: largest shape of a building.
- (j) Mass, Secondary: additional shapes that form the façade of the building
- (k) Parking provisions: The amount of parking shall be determined by Division 23 of the Land Development Code. Parking provisions provide zones where parking is permitted. The parking zone refers to any uncovered parking area located on the parcel. Driveways are permitted in any zone provided the frontage requirements have been met as required by building type. The diagram illustrates a Primary and Secondary street. Primary streets are streets that are addressed to the parcel of land. Secondary streets may or may not have access to the parcel. Zones are defined and illustrated by the lot area between the principal building frontage and:

- 1) Zone 1: the right-of-way of any primary street.
- 2) Zone 2: any common interior lot line.
- 3) Zone 3: any rear lot line.
- 4) Zone 4: the right-of-way of any secondary street.



- (l) Private frontages, refers to the area that is attached or integrated into the primary building.
- (m) Proportion means the relationships of one part of a façade to the whole. A house that is correctly proportionate establishes a visual relationship between all parts of its exterior. The voids, primary, and secondary masses should all be proportional to one another in order maintain architectural harmony.
- (n) Proximity means that objects that are close together should complement each other.
- (o) Rhythm means the use of repetitive elements in order to establish architectural harmony. It is based off of **three main principles**: the principle of **Proximity**, the principle of **Similarity**, and the principle of **Continuation**. These principles are part of a larger set known as *Gestalt Principles*.
- (p) Similarity means how our eyes are easily able to group objects together that share common textures, colors, or features
- (q) Voids means windows, doors, or other openings that create negative space allowing for breaks within a primary or secondary mass.

Sec 20.03 Permitted principal uses and structures.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses and structures in the PAG Overlay District are as follows:

- (a) All uses permitted in the underlying Zoning District; and
- (b) Transient occupancy in single-family or multi-family dwellings, so long as any such transient occupancy of less than 30 days does not occur more than three times in any 12-month period on any parcel.
- (c) Uses that are in existence, upon date of adoption, shall be permitted as limited uses within an existing structure. Additions, improvements and renovations will be permitted, if the building meets the standards set forth in this Division of the Code.

1 **Sec 20.04 Permitted accessory uses and structures.**

- 2 (a) Uses and structures, as regulated in sections 6.12 and 6.13, which are customarily accessory and
3 clearly incidental and subordinate to permitted or permissible uses and structures, and are not of a
4 nature prohibited under section 20.5.
- 5 (b) Home occupations, subject to the conditions set forth in section 6.5 of this Code.
- 6 (c) Residential docks, including tie poles, shall be in conformance with the provisions of section 6.23 and
7 other applicable codes and ordinances of the city, county or state.
- 8 (d) Temporary structures shall follow the provisions of section 6.11.

9 **Sec 20.05 Allowable conditional use.**

10 Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable
11 conditional uses in the PAG Overlay District are as follows:

- 12 (a) All permitted conditional uses allowed for in the underlying zoning district.

13 **Sec 20.06 Prohibited uses and structures.**

14 All uses and structures not of a nature specifically or provisionally permitted herein or within the underlying
15 Zoning District are hereby prohibited in the PAG Overlay District.

16 Any use which the City Commission, upon appeal, and after investigating similar uses elsewhere, shall
17 determine to be potentially noxious, dangerous or offensive to residents of the PAG Overlay District or to
18 those who pass by on public roadways, by reason of odor, smoke, noise, glare, fumes, gas, fire, explosion
19 or emission of particulate matter or likely for other reasons to be incompatible with the character of the PAG
20 area, is hereby prohibited in the PAG Overlay District.

21 **Sec 20.07 Density, intensity and assembly of parcels.**

- 22 (a) The maximum residential density permitted in the PAG Overlay District shall not exceed the
23 number of units per acre permitted by the underlying Future Land Use map for undeveloped
24 parcels of land.
- 25 (b) The existing residential density, exceeding one density unit, of an existing residential structure
26 shall be permitted to rebuild on the existing parcel of land, with the same density as the existing
27 structure(s) has, if the building was constructed prior to (insert adoption date) and can meet the lot
28 requirements, by building type, in Sec.20.15 of this Division. In addition, any new construction
29 cannot exceed the existing developed square footage and must match the existing form and mass
30 as defined in Sec. 20.22 herein.
- 31 (c) The existing Hotel/Motel units shall be permitted to rebuild on the existing parcel of land, with the
32 same number of units that already exist as a rental/leasable room within the existing built hotel if
33 the building was constructed prior to (insert adoption date) and can meet the lot requirements of a
34 Boutique Hotel Building Type as provided in Sec. 20.15 of this Division.
- 35 (d) No more than two lots of record may be combined to accommodate additions to existing structures.

36 **Sec 20.08 Maximum floor area ratio.**

37 Maximum floor area ratio (FAR) for non-residential uses: Underlying Zoning District requirements.

38 **Sec 20.09 Maximum impervious surface ratio.**

39 If a parcel opts for new construction or addition to a single family home using the underlying zoning district
40 standards, the ISR shall be determined by the underlying zoning district. The ratio's listed below are subject
41 to any of the building types, defined in Sec. 20.15 that are used.

Maximum impervious surface ratio (ISR) for residential and transient accommodation uses: 0.70.

Maximum impervious surface ratio (ISR) for non-residential uses: Underlying Zoning District requirements or existing building footprint.

Sec 20.10 Reduced setbacks for contributing structures granted a certificate of appropriateness.

Proposed additions to contributing structures may be eligible for a reduction in setback requirements if the proposed plans have been reviewed, approved, and issued a certificate of appropriateness by the Historic Preservation Board pursuant to Division 28. The purpose of this regulation is to ensure the design is compatible design with neighboring structures.

Design review shall be based on the requirements set forth in the underlying zoning district and the PAG Overlay District herein and for consistency with the Secretary of Interior's Standards for Rehabilitation. If the Historic Preservation Board finds that an addition is consistent with the Secretary of the Interior's Standards and that the addition would not preclude the structure's continued designation as a contributing structure, and approves a certificate of appropriateness for the plans, then the applicant can request a reduction to any and all of the setbacks, provided the setbacks are consistent within the same block of the proposed addition by providing the historical setback data for the street block (both faces) the parcel is on and the historical setbacks along that particular street that will be evaluated by the Historic Board. The following setbacks shall be considered:

Setback	
Front yard	10 feet
Secondary front yard	5 feet
Side yard	10 percent of the lot width (each)
Rear yard	10 feet

The addition must still meet impervious surface, floor area, height, herein and the landscaping, and buffering standards as identified in this Division. The reductions in setbacks do not abrogate the responsibility of the designer or homeowner to incorporate these requirements into the plan.

Sec 20.11 Minimum building type requirements.

Lots of record within the PAG Overlay District shall be deemed conforming despite the width and size regulations in the building types, so long as the lots are not further subdivided, and the condition existed prior to the adoption of the Division. No more than two lots of record may be combined to accommodate additions to existing structures.

Sec 20.12 Subdivision of lots

Lots within the PAG Overlay District shall not be subdivided to a size smaller than the platted lot of record and/or building lot types in this Division. Existing structures that are listed as contributing structures in the most recent Historic Resources Survey or that are locally designated historic structures are exempt from the setbacks imposed by this Division; however, additions and accessory structures shall comply with the standards in Section 20.15, by building type. All other structures shall also comply with the setbacks and required yards imposed by the building types in this Division, Sec. 20.15.

Sec 20.13 Residential development option for single-family homes

Any parcel within the PAG Overlay District with a Residential Zoning District designation of RU-2, RLM-2, or RM may develop a single family residential house using the underlying residential zoning standards for additions or new construction: If an applicant uses the underlying residential zoning district standards, for new construction or additions the following standards shall be met:

- (a) Underlying Zoning Districts minimum lot requirements,
- (b) Underlying Zoning Districts Minimum yard requirements,
- (c) Underlying Zoning Districts Maximum floor area ratio standards; and
- (d) Height shall not exceed 28 feet in height to the midpoint of a sloped roof or top of the parapet of a flat or low sloped roof, and measured from the base flood elevation determined under the most restrictive applicable standard the the building side, further provided that the overall roof height shall not exceed 32 feet.

Any other applicable standards within this Division, not expressly stated in this Section, shall apply to new development and redevelopment as outlined in this Division.

Sec 20.14 Vacant parcels

The following procedures shall be followed

- (a) For parcels of land within a residential zoning district and :

Any parcel of land that is vacant, at the time of adoption, shall only be permitted either:

- 1) A residential building type found in Sec 20.15 that is consistent with the underlying uses permitted in the Zoning District and Sec 20.07. The parcel of land shall meet the lot width and lot depth as identified, by building type found in Sec 20.15, to determine the appropriate standards to apply to that parcel, or
- 2) Provisions listed in Sec 20.13 of this Division

- (b) Parcels of land within non-residential land use districts:

Any parcel of land that is vacant, at the time of adoption of the PAG Overlay District, shall be permitted any of the non-residential building types found in Sec 20.15 that are consistent with the existing lot width/depth of the parcel of land.

- (c) Assembly or parcel splits shall only be permitted through the City Commission, to determine the compatibility and respect for the existing character of the PAG Overlay District.

Sec 20.15 Permitted building types

Building types are permitted by the following criteria:

- (a) Existing Parcel Size, and
- (b) Existing Density, Units and Rooms

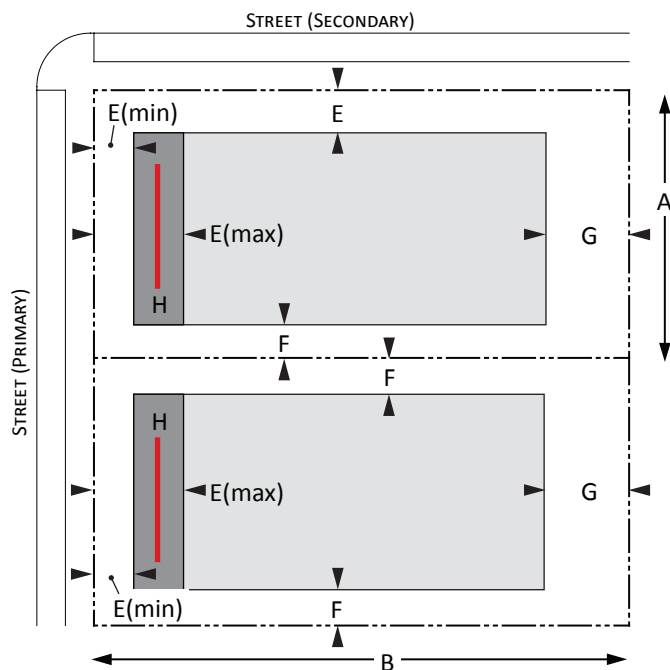
An applicant must provide a survey of the parcel to verify the actual parcel size (lot width/lot depth) or use the City's parcel data information. If the applicant believes the lot width and depth are different than the City's records, the applicant will be required to have a survey of the lot for verification.

A building lot located and designed to accommodate a detached building with large side, rear and front yards.

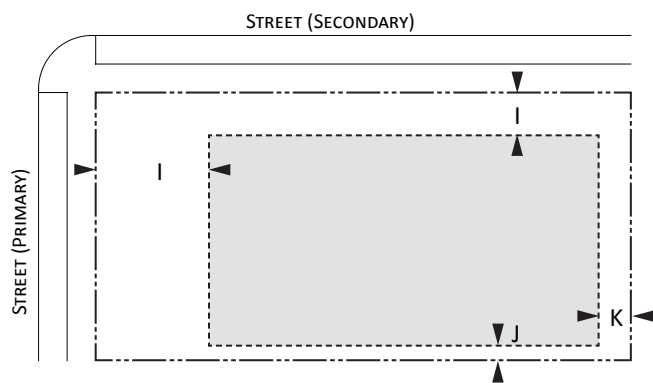
LOT REQUIREMENTS	MIN	MAX
A - Lot Width (ft)	60	--
B - Lot Depth (ft)	100	--
C - Lot Size (sf)	6,000	--
D - Lot Coverage (%)	--	60
BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	10	15
Secondary Street Setback	7	--
F - Side Setback (ft)	7	--
G - Rear Setback (ft)	15	--
Garage Adjacent to Alley	5	--
H - Frontage Buildout (%)	50	--
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	10	--
J - Side Setback (ft)	25	--
K - Rear Setback (ft)	--	80
L - Building Footprint (sf)	--	800
BUILDING HEIGHT		
M - Principle Building (ft)	--	28-32' as defined in Sec. 20.17
N - Accessory Structure(s) (ft)	--	28'
PARKING PROVISIONS		
Location	Zone 1,2,3, and 4	
PRIVATE FRONTAGES (PF)		
Select a minimum of 1 PF listed	P, S, CY	

(1) a lot that is adjacent to the bay or beach is permitted to exceed the maximum setback requirements.

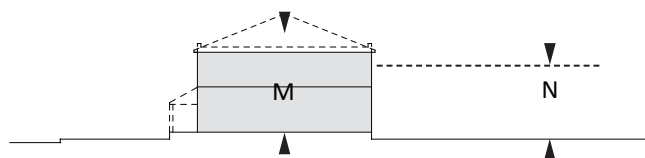
LOT REQUIREMENTS AND BUILDING ENVELOPE



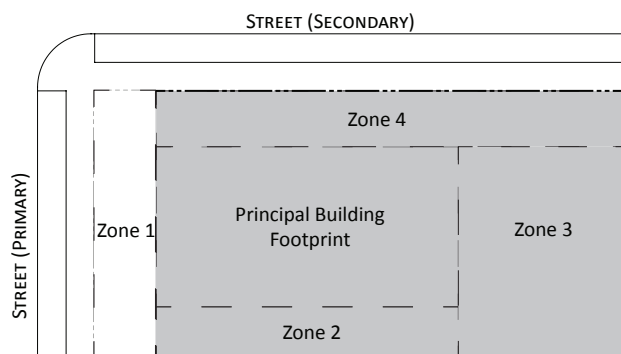
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



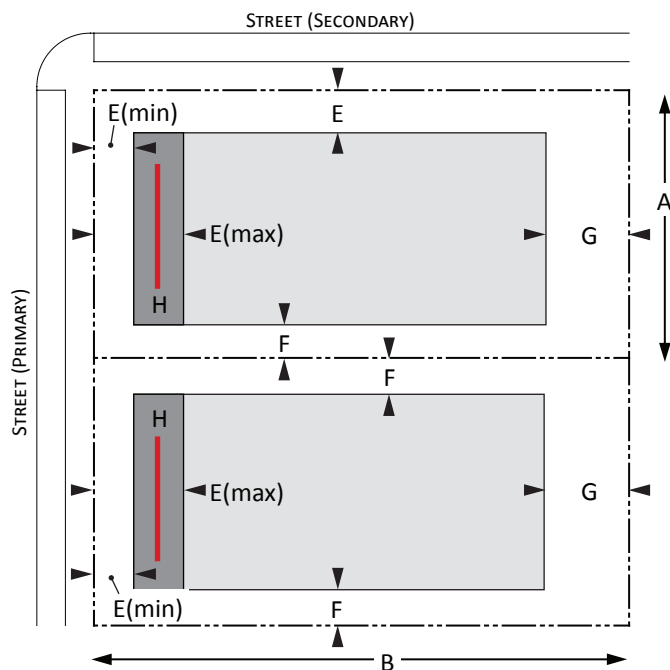
PARKING LOCATION



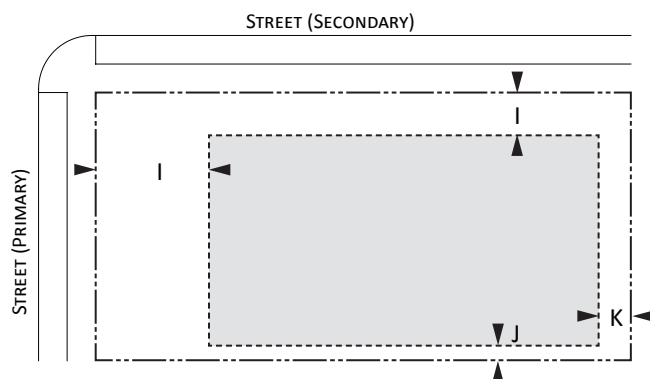
A building lot located and designed to accommodate a detached building with small side yards and a large front yard.

LOT REQUIREMENTS	MIN	MAX
A - Lot Width (ft)	40	55
B - Lot Depth (ft)	100	--
C - Lot Size (sf)	4,000	--
D - Lot Coverage (%)	--	70
BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	10	15
Secondary Street Setback	5	--
F - Side Setback (ft)	5	--
G - Rear Setback (ft)	15	--
Garage Adjacent to Alley	5	--
H - Frontage Buildout (%)	50	--
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT	MIN	MAX
M - Principal Building (ft)	--	'28-32' as defined in Sec. 20.17
N - Accessory Structure(s) (ft)	--	28'
PARKING PROVISIONS		
Location	Zone 2,3, and 4	
PRIVATE FRONTAGES (PF)		
Select a minimum of 1 PF listed	P, S, CY	

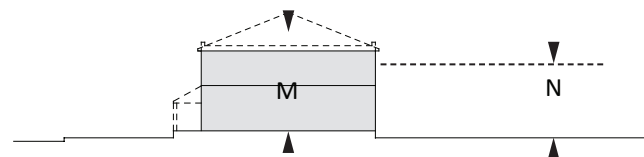
LOT REQUIREMENTS AND BUILDING ENVELOPE



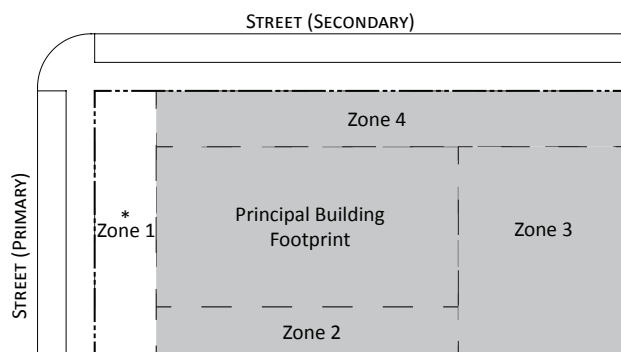
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION

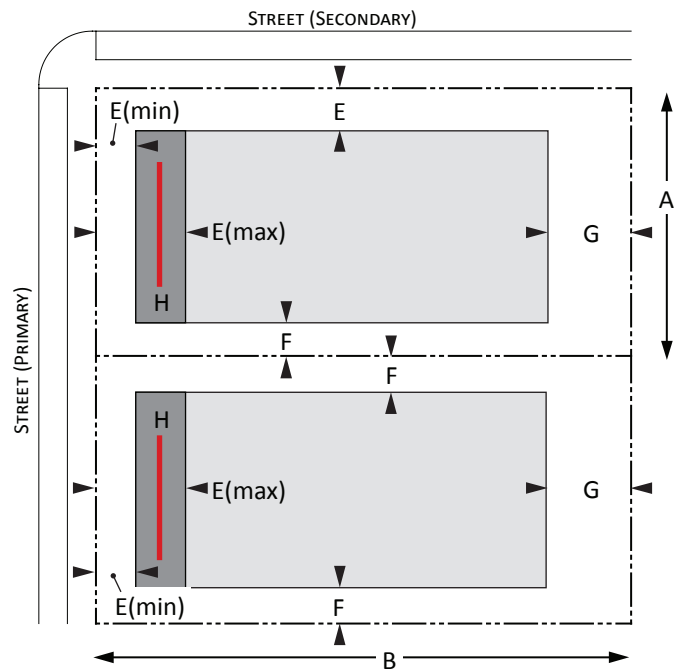


(1) a lot that is adjacent to the bay or beach is permitted to exceed the maximum setback requirements.

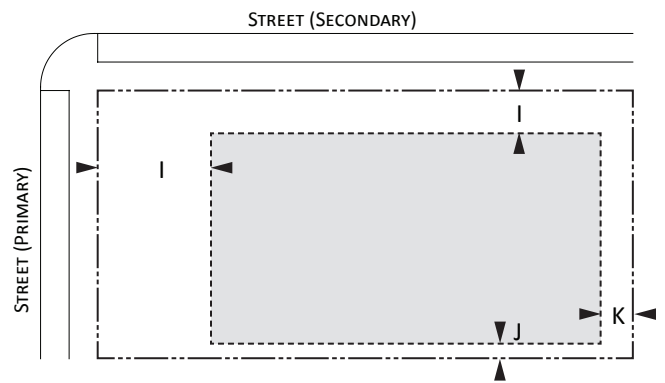
A building lot located and designed to accommodate a small detached building with small side and front yards. A maximum of one dwelling unit is permitted.

LOT REQUIREMENTS	MIN	MAX
A - Lot Width (ft)	32	40
B - Lot Depth (ft)	50	120
C - Lot Size (sf)	1,600	4,800
D - Lot Coverage (%)	--	90
BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	5	10
Secondary Street Setback (ft)	5	--
F - Side Setback (ft)	3	--
G - Rear Setback (ft)	10	--
Garage Adjacent to Alley	5	--
H - Frontage Buildout (%)	50	--
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	--
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	400
BUILDING HEIGHT	MIN	MAX
M - Principal Building (ft)	--	'28-32' as defined in Sec. 20.17
N - Accessory Structure(s) (ft)	--	28'
PARKING PROVISIONS		
Location	Zone 2,3,4	
PRIVATE FRONTAGES (PF)		
Select a minimum of 1 PF listed	P, S, CY	

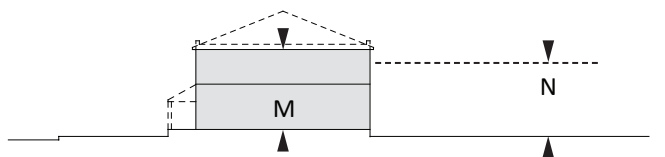
LOT REQUIREMENTS AND BUILDING ENVELOPE



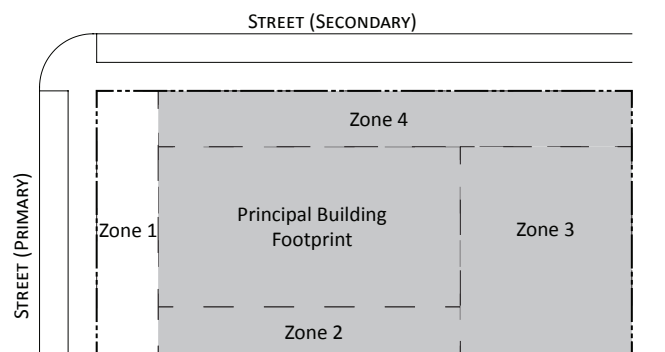
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



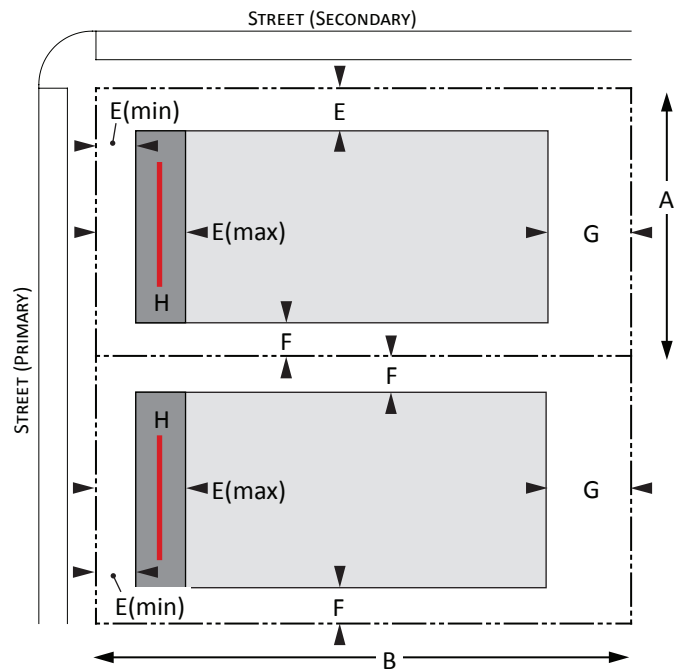
PARKING LOCATION



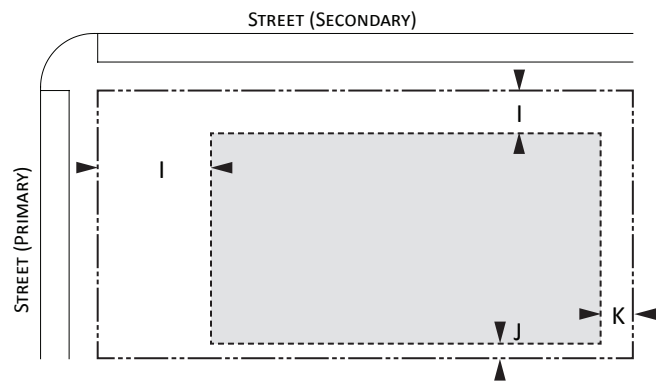
A building lot located and designed to accommodate a detached building which resembles a large house but which contains multiple dwellings above and beside each other. A maximum of 4 units are permitted in this building lot. (The units have to be existing prior to redevelopment as stated in Sec.20.07 Density, intensity and assembly of parcels).

LOT REQUIREMENTS	MIN	MAX
A - Lot Width (ft)	40	55
B - Lot Depth (ft)	80	--
C - Lot Size (sf)	3,200	--
D - Lot Coverage (%)	--	70
BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	10	15
Secondary Street Setback (ft)	5	--
F - Side Setback (ft)	5	--
G - Rear Setback (ft)	15	--
Garage Adjacent to Alley	5	--
H - Frontage Buildout (%)	60	--
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	--
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT	MIN	MAX
M - Principal Building (st)	--	'28-32' as defined in Sec. 20.17
N - Accessory Structure(s) (ft)	--	2
PARKING PROVISIONS		
Location	Zone 2, 3 and 4	
PRIVATE FRONTAGES (PF)		
Select a minimum of 1 PF listed	P, S, CY	

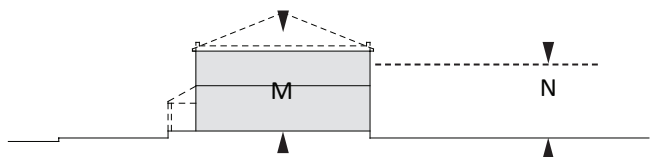
LOT REQUIREMENTS AND BUILDING ENVELOPE



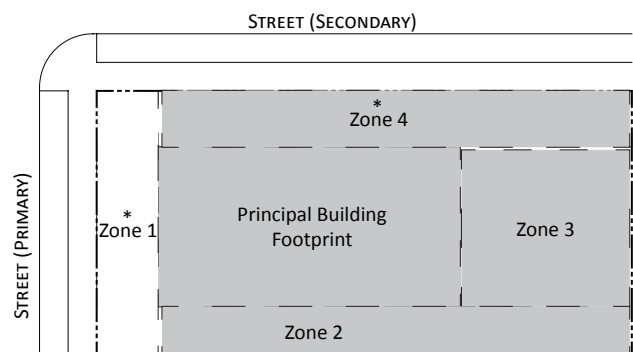
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



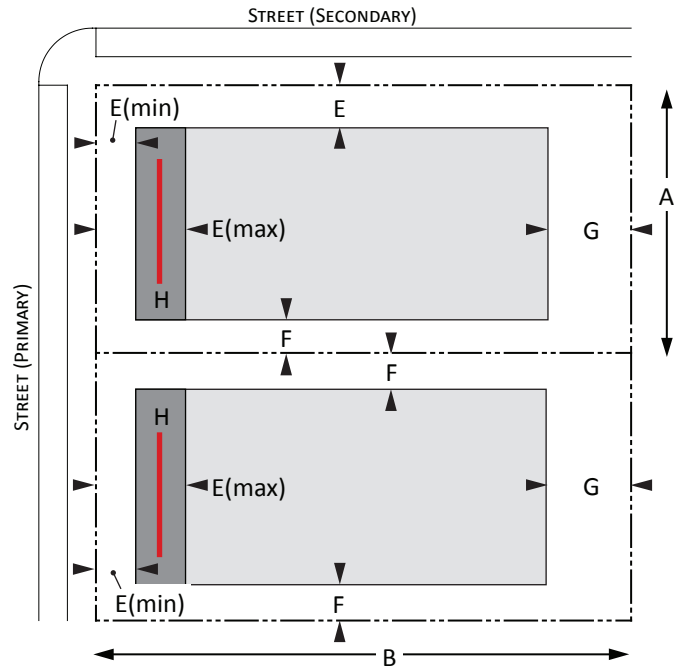
PARKING LOCATION



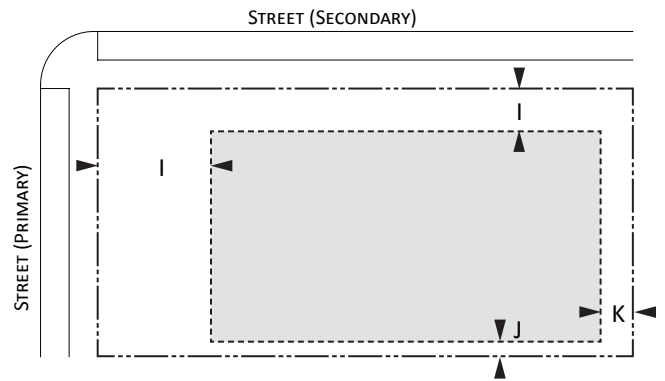
A building lot located and designed to accommodate multiple dwellings above or beside each other in a building that occupies most of its building lot width and is placed close to the sidewalk. (The units have to be existing prior to redevelopment as stated in Sec.20.07 Density, intensity and assembly of parcels).

LOT REQUIREMENTS	MIN	MAX
A - Lot Width (ft)	60	90
B - Lot Depth (ft)	100	120
C - Lot Size (sf)	6,000	10,800
D - Lot Coverage (%)	--	75
BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	15	20
Secondary Street Setback (ft)	7	--
F - Side Setback (ft)	7	--
G - Rear Setback (ft)	20	--
Garage Adjacent to Alley	5	--
H - Frontage Buildout (%)	60	--
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	--
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT	MIN	MAX
M - Principal Building (ft)	--	'28-32' as defined in Sec. 20.17
N - Accessory Structure(s) (ft)	--	28'
PARKING PROVISIONS	Zone 2 and 3	
Location	Zone 2 and 3	
PRIVATE FRONTAGES (PF)	Select a minimum of 1 PF_ P, F, S, CY	

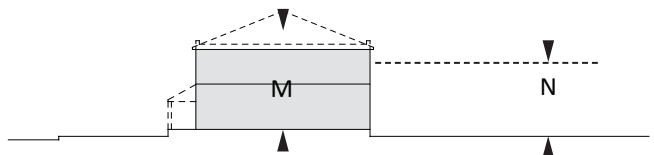
LOT REQUIREMENTS AND BUILDING ENVELOPE



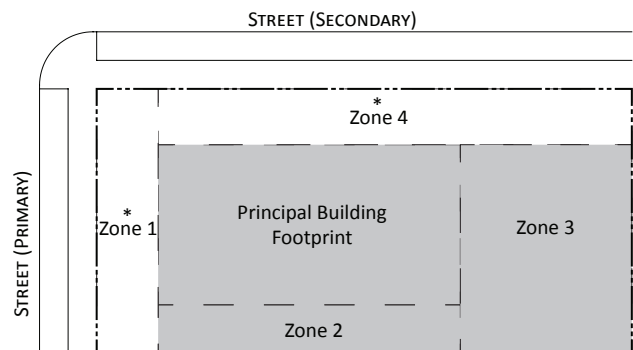
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



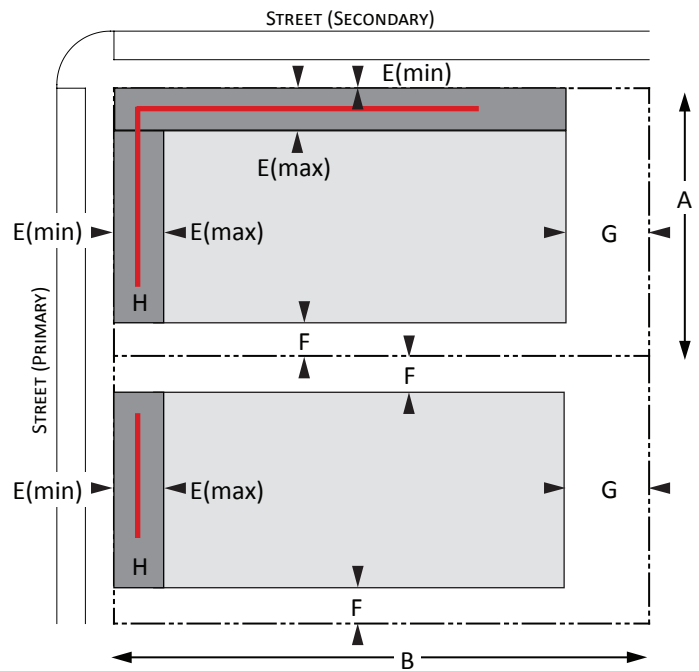
PARKING LOCATION



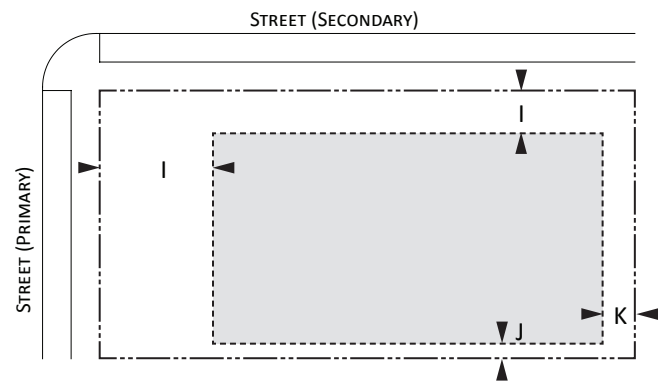
A building lot located and designed to accommodate multiple dwellings above or beside each other in a building that occupies most of its building lot width and is placed close to the sidewalk. (The units have to be existing prior to redevelopment as stated in Sec.20.07 Density, intensity and assembly of parcels).

LOT REQUIREMENTS	MIN	MAX
A - Lot Width (ft)	90	200
B - Lot Depth (ft)	120	120
C - Lot Size (sf)	10,800	24,000
D - Lot Coverage (%)	--	75
BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	15	25
Secondary Street Setback (ft)	10	--
F - Side Setback (ft)	10	--
G - Rear Setback (ft)	15	--
Garage Adjacent to Alley	5	--
H - Frontage Buildout (%)	60	--
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT	MIN	MAX
M - Principal Building (ft)	--	'28-32' as defined in Sec. 20.17
N - Accessory Structure(s) (ft)	--	28'
PARKING PROVISIONS		
Location	Zone 2 and 3	
PRIVATE FRONTAGES (PF)		
Select a minimum of 1 PF listed	CY, P, F, S	

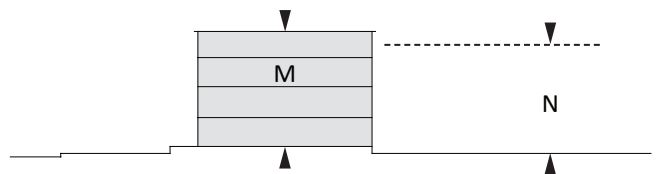
LOT REQUIREMENTS AND BUILDING ENVELOPE



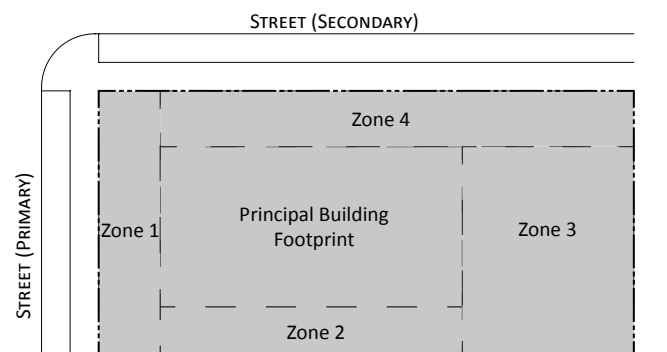
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



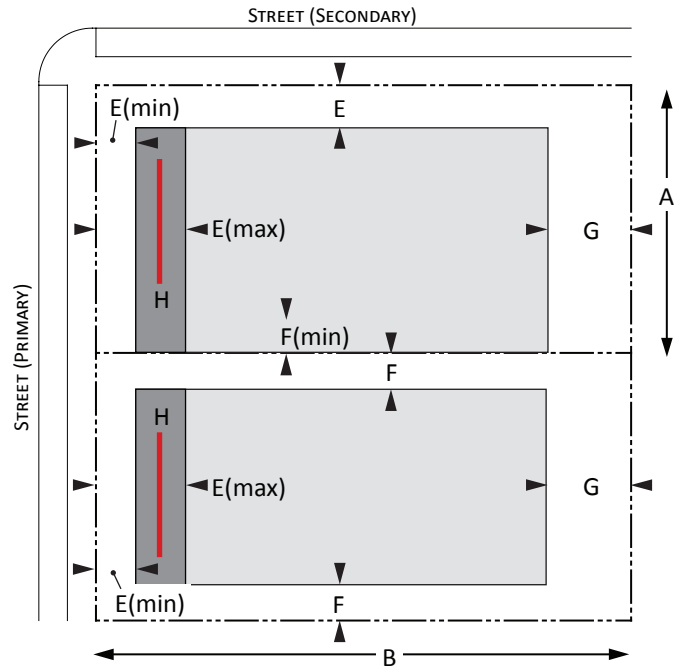
PARKING LOCATION



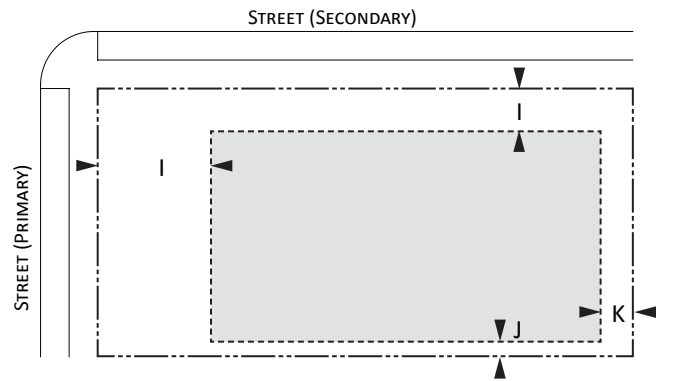
A building lot located and designed to accommodate multiple dwellings arranged around and fronting on a central garden or courtyard that may be partially or wholly open to a street and/or alleyway. (The units have to be existing prior to redevelopment as stated in Sec.20.07 Density, intensity and assembly of parcels).

LOT REQUIREMENTS	MIN	MAX
A - Lot Width (ft)	50	200
B - Lot Depth (ft)	80	120
C - Lot Size (sf)	4,000	24,000
D - Lot Coverage (%)	--	80
BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	10	15
Secondary Street Setback (ft)	5	--
F - Side Setback (ft)	5	
G - Rear Setback (ft)	20	--
Garage Adjacent to Alley	5	--
H - Frontage Buildout (%)	60	--
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT	MIN	MAX
M - Principal Building (ft)	--	'28-32' as defined in Sec. 20.17
N - Accessory Structure(s) (ft)	--	28'
PARKING PROVISIONS		
Location	Zone 2 and 3	
PRIVATE FRONTAGES (PF)		
Select a minimum of 1 PF listed	F	

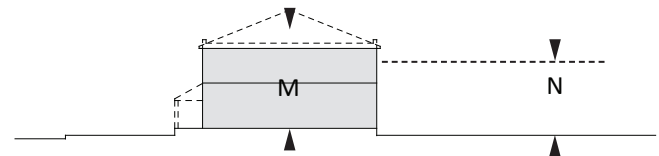
LOT REQUIREMENTS AND BUILDING ENVELOPE



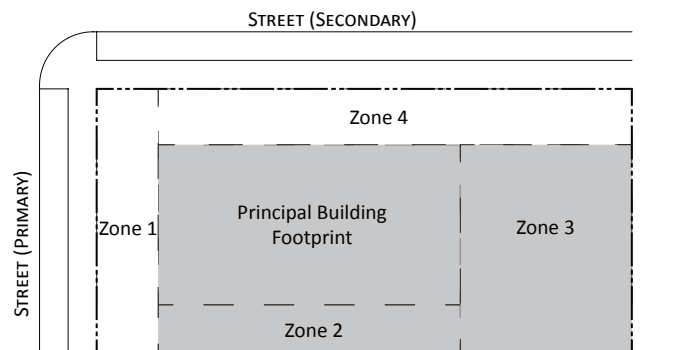
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



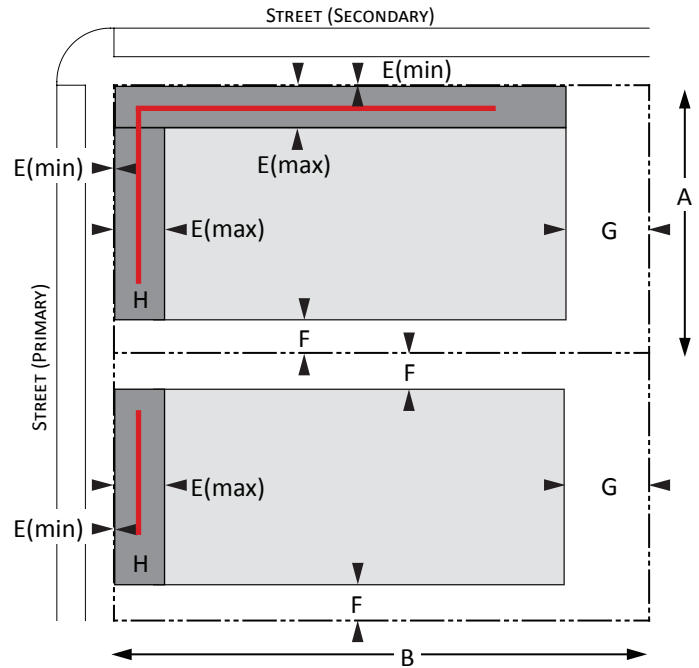
PARKING LOCATION



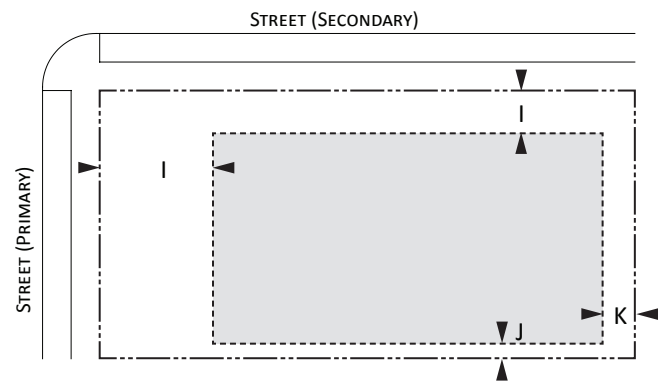
A building lot located and designed to accommodate a multi story building with commercial, office and/or multiple dwellings in any story that is designed for smaller lot sizes.

LOT REQUIREMENTS	MIN	MAX
A - Lot Width (ft)	20	60
B - Lot Depth (ft)	80	120
C - Lot Size (sf)	1,600	7,200
D - Lot Coverage (%)	--	80
BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	10	15
Secondary Street Setback (ft)	5	--
F - Side Setback (ft)	0	--
G - Rear Setback (ft)	15	--
Alley	5	--
H - Frontage Buildout (%)	60	--
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	600
BUILDING HEIGHT	MIN	MAX
M - Principal Building (st)	--	underlying zoning district
N - Accessory Structure(s) (ft)	--	25
PARKING PROVISIONS		
Location	Zone 2 and 3	
PRIVATE FRONTAGES (PF)		
Select a minimum of 1 PF listed	C	

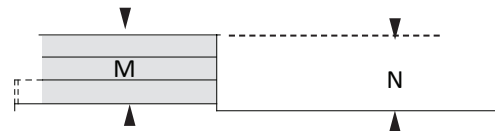
LOT REQUIREMENTS AND BUILDING ENVELOPE



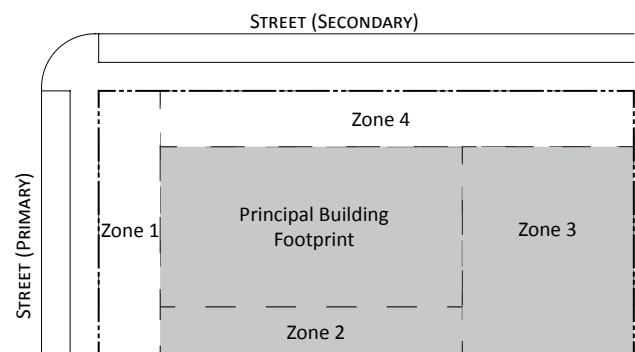
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



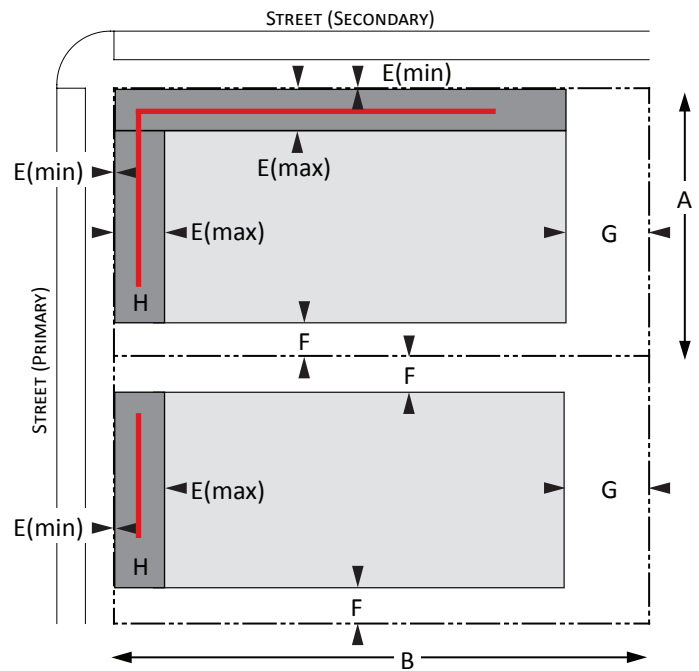
PARKING LOCATION



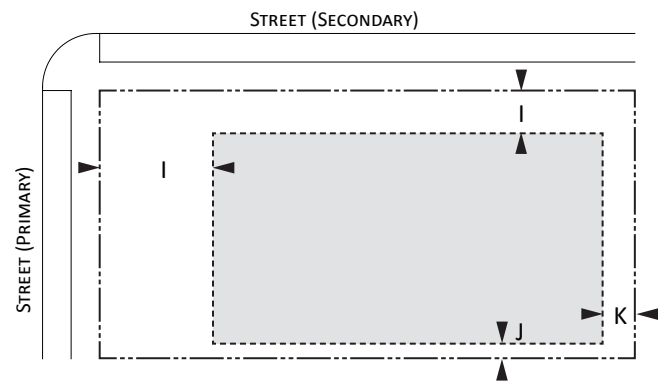
A building lot located and designed to accommodate a multi story building with commercial, office and/or multiple dwellings in any story that is designed for average lot sizes.

LOT REQUIREMENTS	MIN	MAX
A - Lot Width (ft)	60	150
B - Lot Depth (ft)	--	350
C - Lot Size (sf)	--	52,500
D - Lot Coverage (%)	--	90
BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	10	15
Secondary Street Setback (ft)	5	--
F - Side Setback (ft)	0	--
G - Rear Setback (ft)	20	--
Alley	5	--
H - Frontage Buildout (%)	60	--
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT	MIN	MAX
M - Principal Building (st)	--	underlying zoning district
N - Accessory Structure(s) (ft)	--	25
PARKING PROVISIONS		
Location	Zone 2 and 3	
PRIVATE FRONTAGES (PF)		
Select a minimum of 1 PF listed	C	

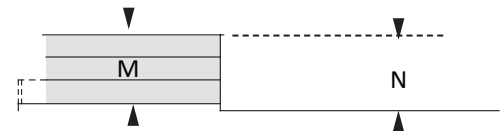
LOT REQUIREMENTS AND BUILDING ENVELOPE



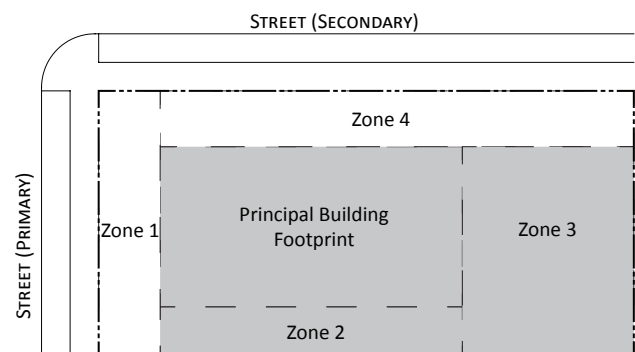
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION

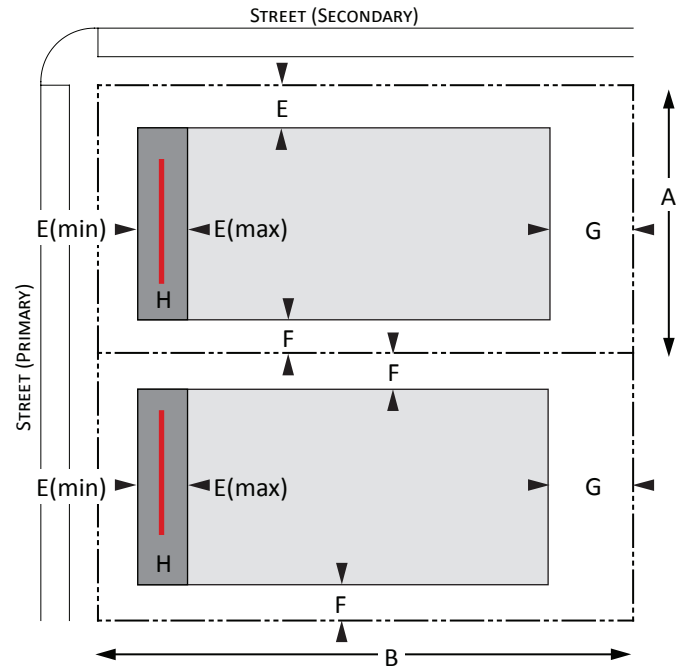


A building lot located and designed to accommodate lodging. The number of rooms will be confirmed by existing operating hotel rooms. (The units have to be existing prior to redevelopment as stated in Sec.20.07 Density, intensity and assembly of parcels).

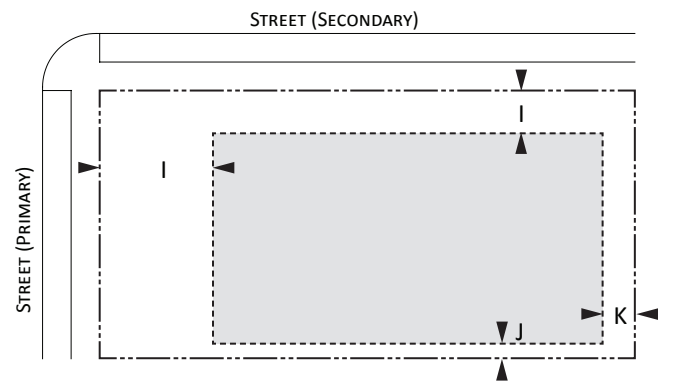
LOT REQUIREMENTS	MIN	MAX
A - Lot Width (ft)	40	105
B - Lot Depth (ft)	90	125
C - Lot Size (sf)	--	13,125
D - Lot Coverage (%)	--	80
BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	15	20
Secondary Street Setback (ft)	10	--
F - Side Setback (ft)	10	--
G - Rear Setback (ft)	15	--
Garage Adjacent to Alley	5	--
H - Frontage Buildout (%)	60	--
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	--
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT	MIN	MAX
M - Principal Building (ft)(1)	--	'28-32' as defined in Sec. 20.17
N - Accessory Structure(s) (ft)	--	28'
PARKING PROVISIONS	Zone 2,3, and 4	
Location	Zone 2,3, and 4	
PRIVATE FRONTAGES (PF)	Select a minimum of 1 PF listed	
	C, P, F, CY,S	

(1) may exceed the height up to 35' as outlined by the code if the property is along Gulf Way and that portion of the building that exceeds the 32' in height shall be set back an additional one foot from the front setback line for every foot in height increase.

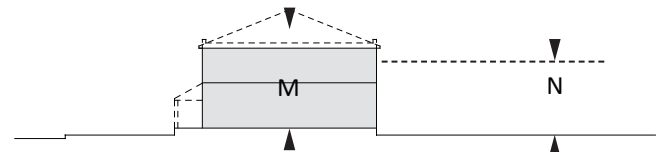
LOT REQUIREMENTS AND BUILDING ENVELOPE



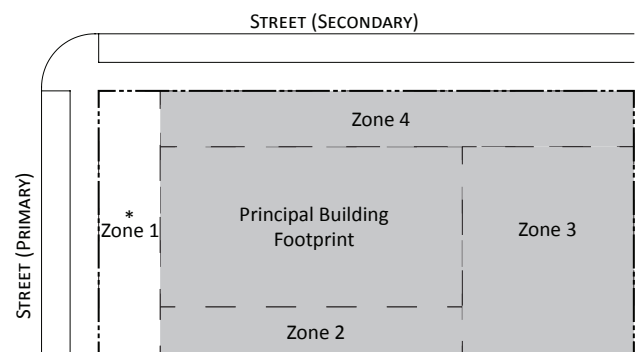
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION

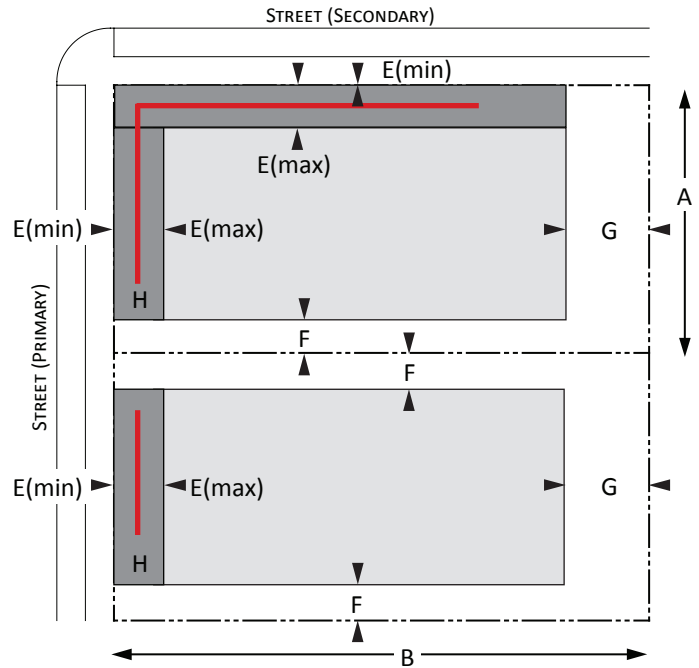


SINGLE STORY COMMERCIAL BUILDING-SMALL

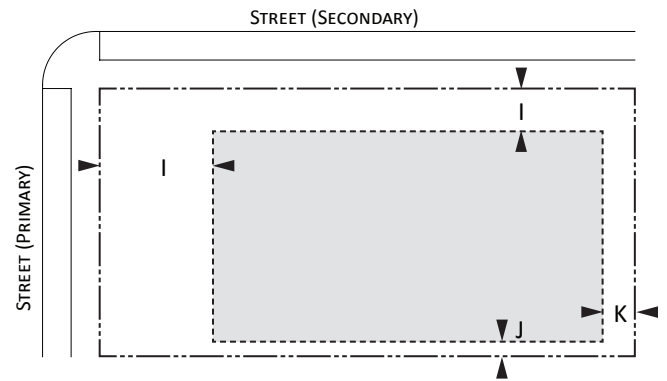
A building lot located and designed to accomodate single use office and retail.

LOT REQUIREMENTS	MIN	MAX
A - Lot Width (ft)	30	50
B - Lot Depth (ft)	80	120
C - Lot Size (sf)	4,000	6,000
D - Lot Coverage (%)	--	80
BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	10	15
Secondary Street Setback (ft)	5	--
F - Side Setback (ft)	0	--
G - Rear Setback (ft)	20	--
Alley	5	--
H - Frontage Buildout (%)	60	--
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT	MIN	MAX
M - Principal Building (ft)	--	underlying zoning district
N - Accessory Structure(s) (ft)	--	25
PARKING PROVISIONS		
Location	Zone 2,3, and 4	
PRIVATE FRONTAGES (PF)		
Select a minimum of 1 PF listed	C, G, A	

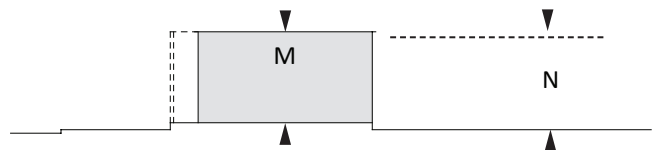
LOT REQUIREMENTS AND BUILDING ENVELOPE



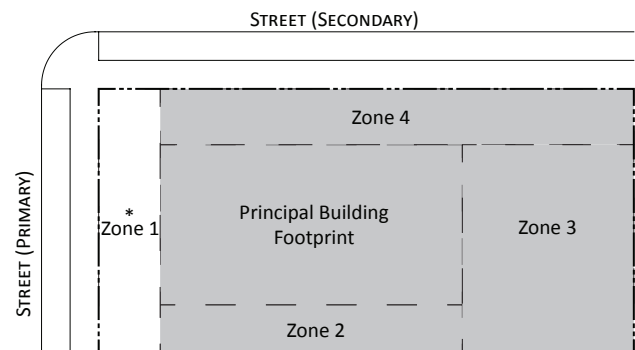
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION

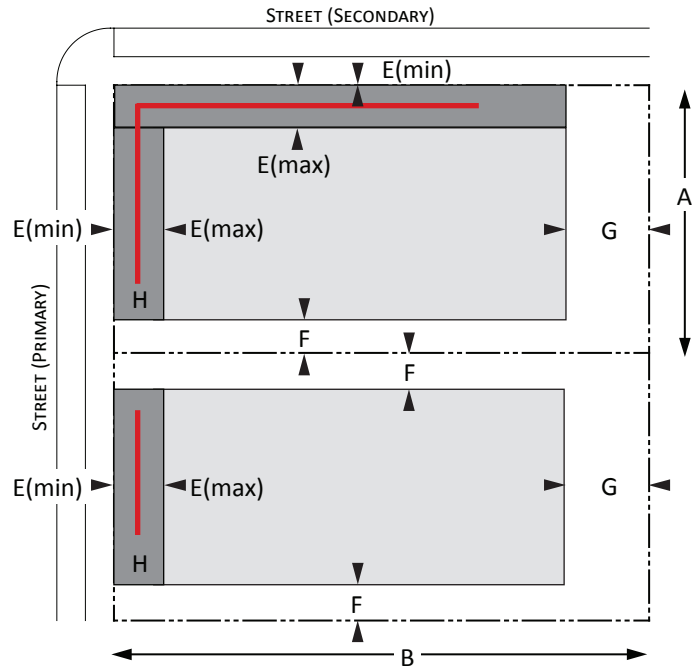


SINGLE STORY COMMERCIAL BUILDING-MEDIUM

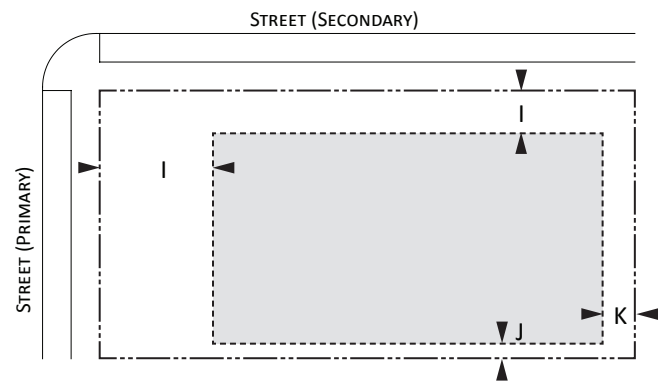
A building lot located and designed to accommodate single use office and retail.

LOT REQUIREMENTS	MIN	MAX
A - Lot Width (ft)	60	150
B - Lot Depth (ft)	--	350
C - Lot Size (sf)	--	52,500
D - Lot Coverage (%)	--	90
BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	10	15
Secondary Street Setback (ft)	5	--
F - Side Setback (ft)	0	--
G - Rear Setback (ft)	20	--
Alley	5	--
H - Frontage Buildout (%)	60	--
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	--
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT	MIN	MAX
M - Principal Building (st)	--	underlying zoning district
N - Accessory Structure(s) (ft)	--	25
PARKING PROVISIONS		
Location	Zone 2 and 3	
PRIVATE FRONTAGES (PF)		
Select a minimum of 1 PF listed	C	

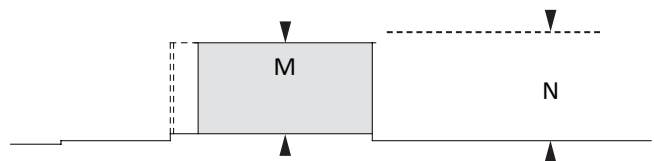
LOT REQUIREMENTS AND BUILDING ENVELOPE



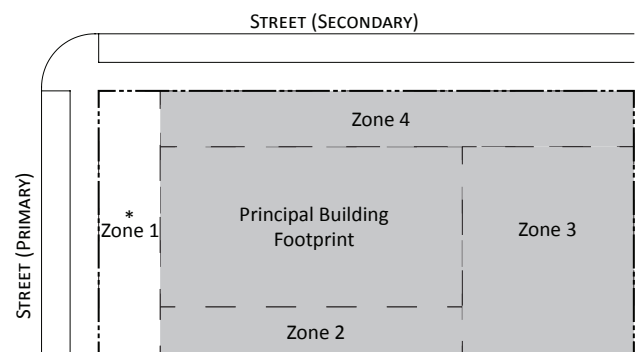
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



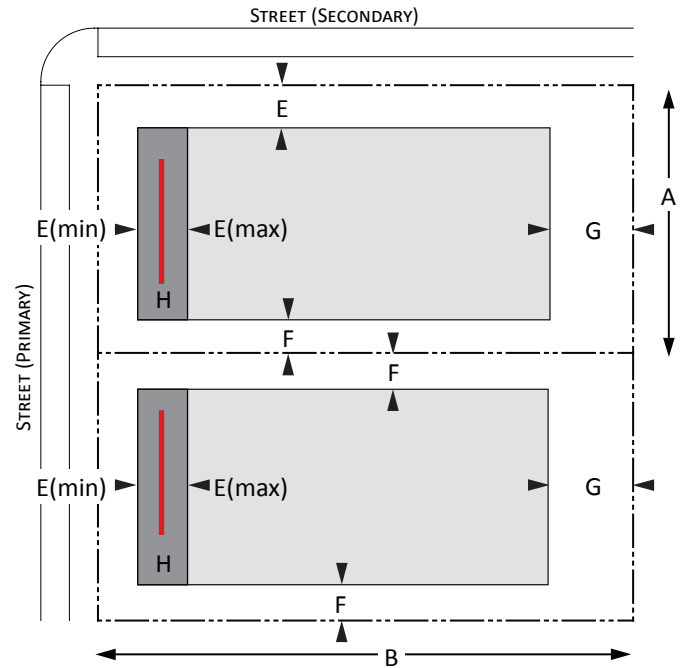
PARKING LOCATION



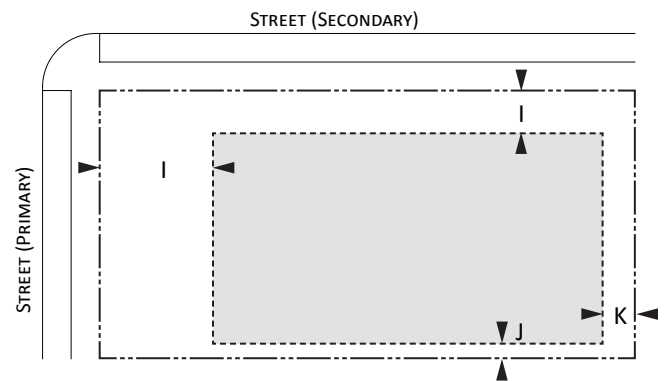
A building lot located and designed to accommodate a building containing public or civic uses such as community services, day care, education, government, places of worship, or social services. This typology is only for permitted and existing institutional buildings.

LOT REQUIREMENTS	MIN	MAX
A - Lot Width (ft)	--	--
B - Lot Depth (ft)	--	--
C - Lot Size (sf)	--	--
D - Lot Coverage (%)	--	--
BUILDING ENVELOPE	MIN	MAX
E - Street Setback (ft)	10	25
Secondary Street Setback (ft)	10	--
F - Side Setback (ft)	10	--
G - Rear Setback (ft)	15	--
Alley	5	--
H - Frontage Buildout (%)	50	--
ACCESSORY STRUCTURE ENVELOPE	MIN	MAX
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT	MIN	MAX
M - Principal Building (ft)	--	35
N - Accessory Structure(s) (ft)	--	28'
PARKING PROVISIONS		
Location	Zone 2,3, and 4	
PRIVATE FRONTAGES (PF)		
Select a minimum of 1 PF listed	no requirement	

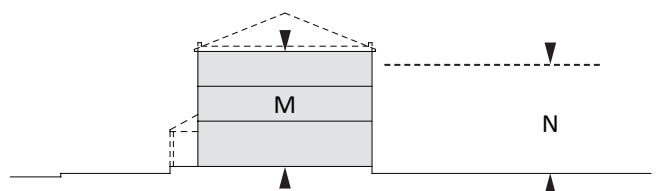
LOT REQUIREMENTS AND BUILDING ENVELOPE



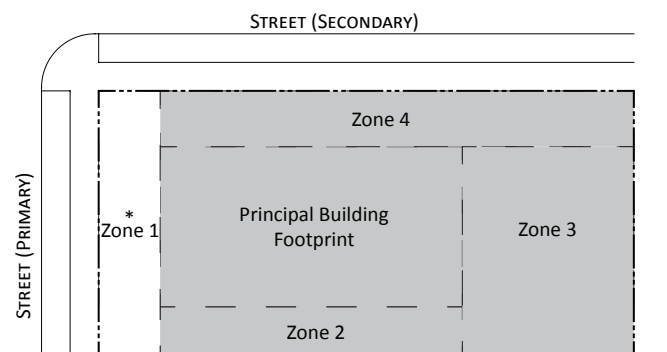
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION

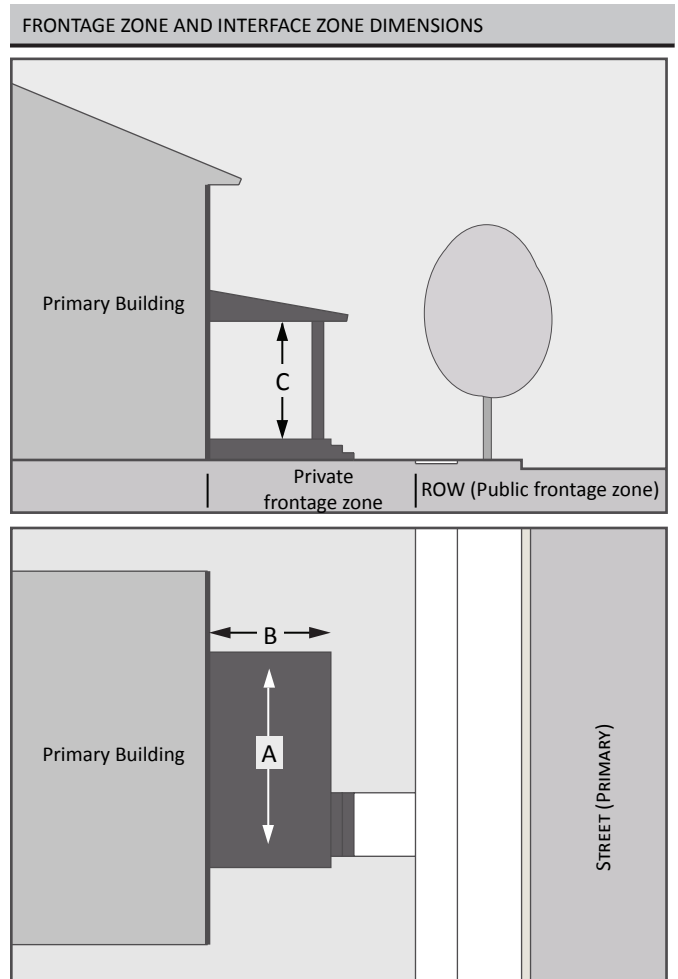


P

PORCH

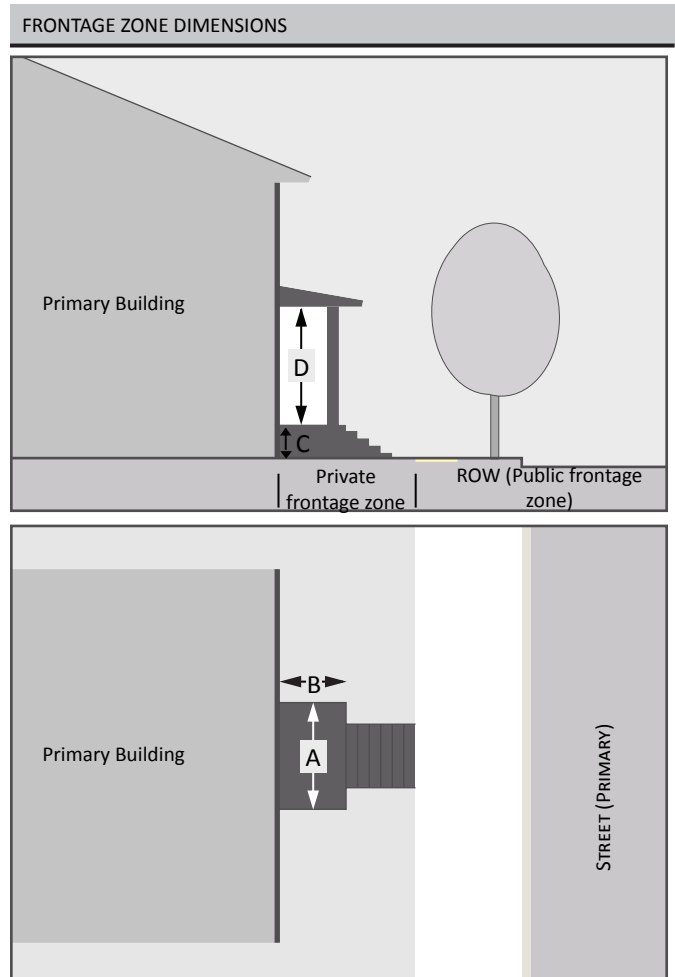
The façade is setback from the front lot line per applicable street setback requirements. The façade includes an attached front porch structure. A wide variety of porch designs are possible.

FRONTAGE ZONE (FZ)	MIN	MAX
Porch structure requirements:		
A - Width (clear) (ft)	10	--
B - Depth (clear) (ft)	5	--
C - Height (clear) (ft)	7	--
INTERFACE ZONE (IZ)		
Landscape with path (3' wide min) from sidewalk to structure		



The façade is set back from the front lot line per applicable street setback requirements. The façade includes an attached entry stoop (an elevated landing with stairs) that is placed at or near the front lot line. The ground floor is elevated to provide privacy. The stoop may include a roof, however it is not required.

FRONTAGE ZONE (FZ)	MIN	MAX
Stoop structure requirements:		
A - Width (clear) (ft)	5	10
B - Depth (clear) (ft)	3	8
C - Height (stoop) (in)	18	24
D - Height (clear) (ft)	7	--
INTERFACE ZONE (IZ)		
Landscape with path (3' wide min) from sidewalk to structure		



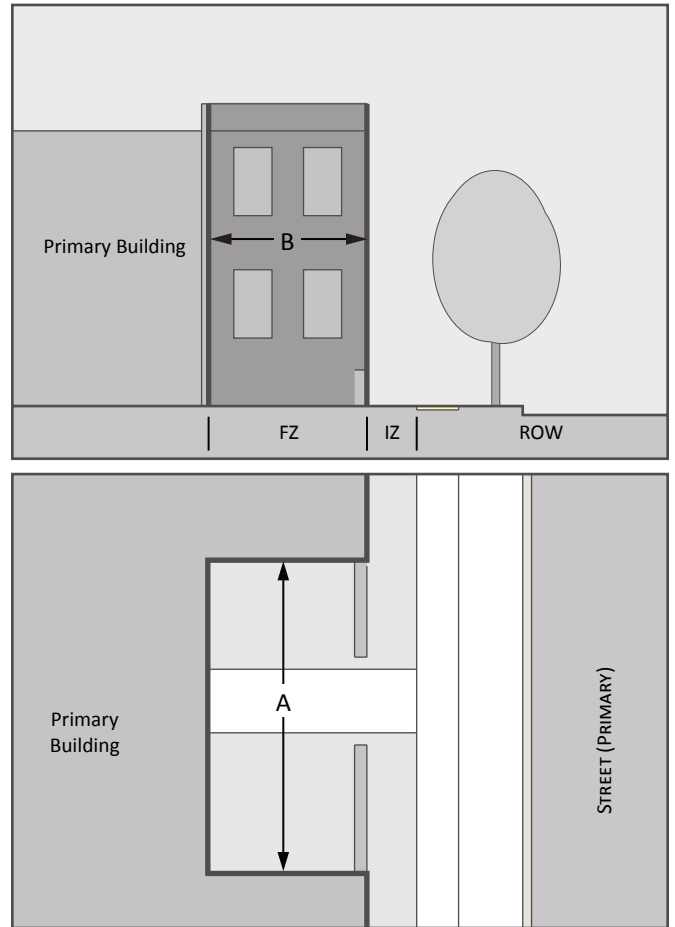
F

FORECOURT

The façade is set back from the front lot line per applicable street setback requirements. A portion of the façade is recessed to form an uncovered court. The court is suitable for outdoor dining, gardens, vehicle drop-offs, formal entries etc. A fence or wall may be used to define the private space of the court. The court may be elevated behind a retaining wall at or near the front lot line with entry steps to the court. The forecourt area may not have a permanent roof structure. Cafe's, seating area's may provide shade, umbrella's or any temporary shelter(s) that provide shade.

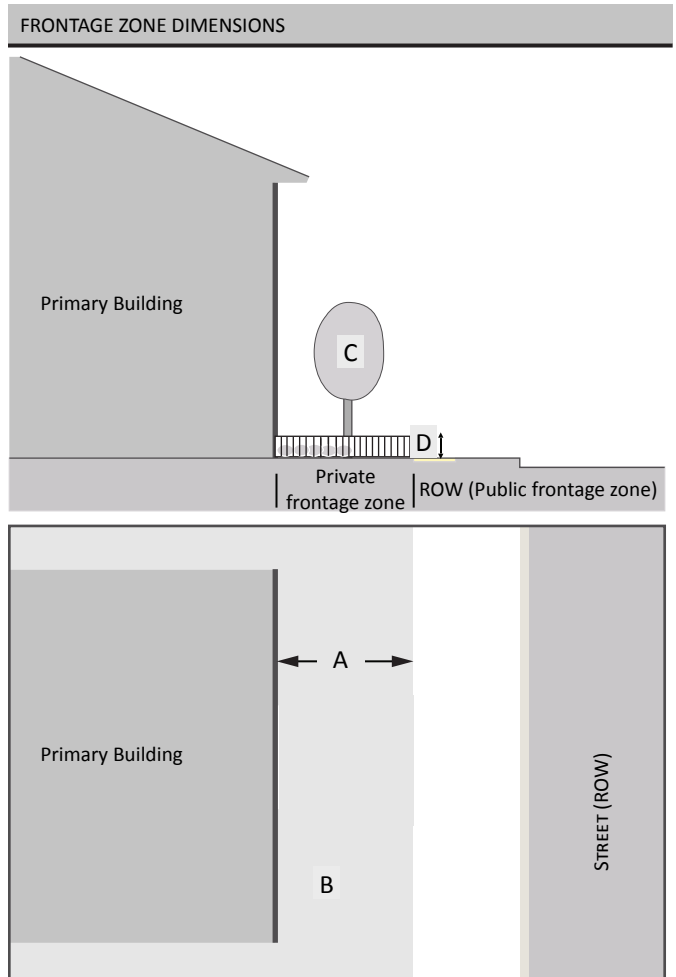
FRONTAGE ZONE (FZ)	MIN	MAX
Courtyard requirements:		
A - Width (clear) (ft)	12	--
B - Depth (clear) (ft)	12	50
INTERFACE ZONE (IZ)		
Landscape with path (6' wide min) from sidewalk to structure		
OTHER REQUIREMENTS		
None		

FRONTAGE ZONE AND INTERFACE ZONE DIMENSIONS



The façade is set back from the front lot line per applicable street setback requirements. The common yard may include a two to four foot in height decorative fence that shall be constructed of wood, shell, or concrete material. The frontyard is required to have a minimum of 1 canopy tree, shrubs, and ground cover.

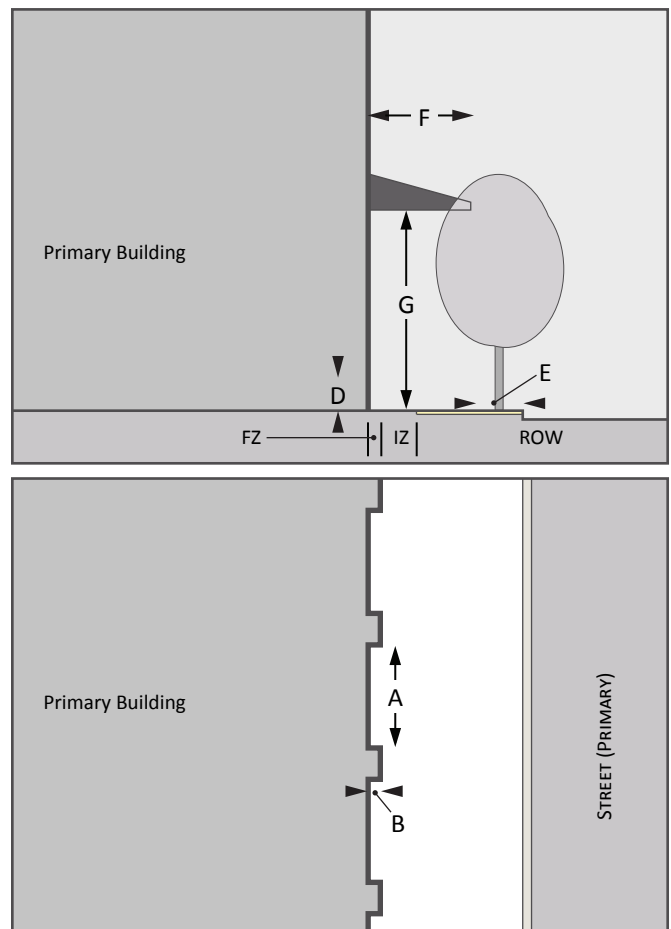
FRONTAGE ZONE (FZ)	MIN	MAX
Stoop structure requirements:		
A - Landscape	grass and or ground cover	
B - Shrubs, ground cover	10 (3 gallon)	--
C - Tree (canopy tree)	1	--
D- Fence Height (feet)	2'	4'



The façade is setback from the front lot line per applicable street setback requirements, typically at or near the front lot line with the entrance at sidewalk grade. The façade may include an awning, shed roof, or gallery (a lightweight colonnade with no habitable building space above it) that covers the sidewalk and may extend into the right-of-way. The facade has a substantial amount of glazing at the sidewalk level. Recessed entrances are acceptable.

FRONTAGE ZONE (FZ)	MIN	MAX
Building facade requirements:		
A - Distance between openings (ft)	10	20
B - Door recess (ft)	--	5
C - Ground floor transparency (%)	60	--
D - Height to bottom of window (ft)	--	2.5
INTERFACE ZONE (IZ)		
Extended sidewalk from right-of-way edge to structure		
OPTIONAL ELEMENTS	MIN	MAX
AWNING or GALLERY		
E - Setback from curb (ft)	2	--
F - Depth (clear) (ft) *(Gallery min 8')	4	10
G - Height (clear) (ft)	8	--
OTHER REQUIREMENTS		
None		

FRONTAGE ZONE AND INTERFACE ZONE DIMENSIONS



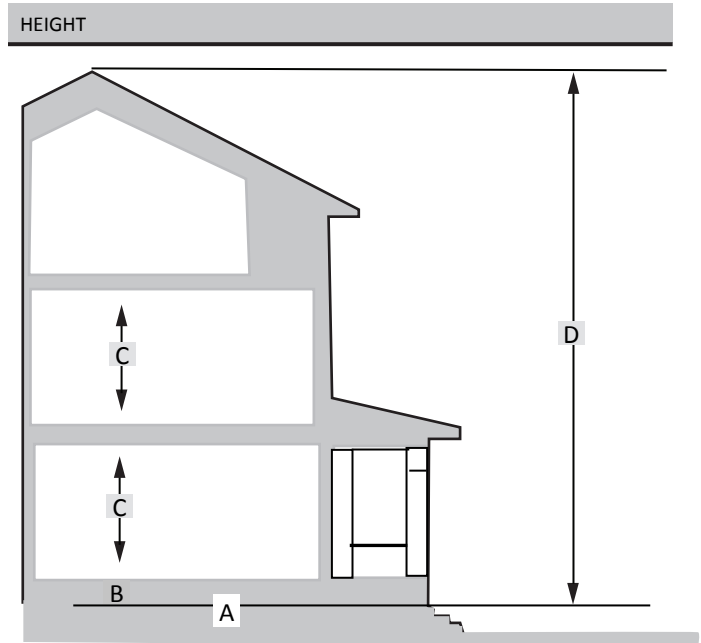
H

BUILDING HEIGHT

Pass-A-Grille is located in a flood zone and has special requirements that shall be met in Sec. 98-33 of the City's Code of Ordinances for base flood elevations (BFE). The graphic below provides overall guidance on the design of floors, the measuring of the finished floor.

	MIN	MAX
Building facade requirements:		
A - Base Flood Elevation (BFE) refer to Sec. 98-33		
B - Finished Grade (FG)	Determined by the BFE & FG	
C - Height of Floors (liveable)	8	14
D - Total Height (Measurement from the BFE)	--	--
Residential*	--	28-32*
Commercial (non-residential)	--	Refer to Underlying Zoning District

*Not to exceed 28 feet in height to the midpoint of a sloped roof or top of the parapet of a flat or low sloped roof, and measured from the base flood elevation determined under the most restrictive applicable standard for the building site, further provided that the overall roof height shall not exceed 32 feet.



Sec 20.16 Private frontage

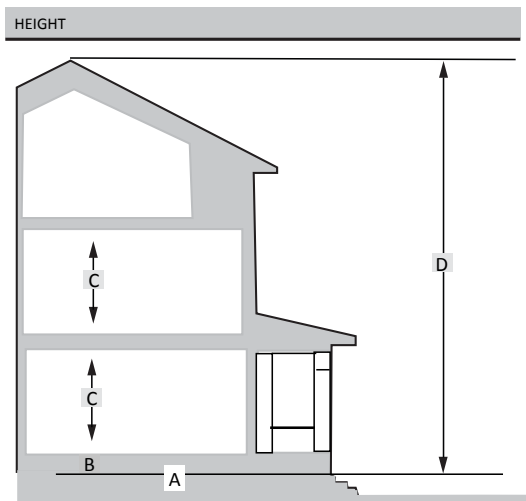
The building types in Sec. 20.15 provide the acceptable private frontages (i.e. porches, stoops, etc.) for that building type. If there are multiple frontages provided in the table, the applicant may choose what private frontage to provide per building. A minimum of one frontage will be required for new construction when listed on the chart, by Building Type. The private frontage area may count towards the calculation of the frontage build out requirement under the "Building Envelope" category, by building type, in Section 20.15.

Sec 20.17 Building height

Each building lot typology in Sec. 20.15 provides the range of height appropriate for the building type. No new or substantially improved building within the PAG Overlay District and having the underlying zoning designation of THD, RU-2 Residential, RLM-2 Residential, or RM Residential shall be constructed not to exceed 28 feet in height to the midpoint of a sloped roof or top of the parapet of a flat or low sloped roof, and measured from the base flood elevation determined under the most restrictive applicable standard for the building site, further provided that the overall roof height shall not exceed 32 feet. Base flood elevation requirements are outlined in Sec. 98-33 of the City's Code of Ordinances.

	MIN	MAX
Building facade requirements:		
A - Base Flood Elevation (BFE) refer to Sec. 98-33		
B - Finished Grade (FG)	Determined by the BFE & FG	
C - Height of Floors (liveable)	8	14
D - Total Height (Measurement from the BFE)	--	--
Residential*	--	28-32*
Commercial (non-residential)	--	Refer to Underlying Zoning District

*Not to exceed 28 feet in height to the midpoint of a sloped roof or top of the parapet of a flat or low sloped roof, and measured from the base flood elevation determined under the most restrictive applicable standard for the building site, further provided that the overall roof height shall not exceed 32 feet.



Sec 20.18 Minimum off-street parking requirements.

- Residential: Shall be in accordance with the requirements of Division 23 of the Land Development Code, Off Street Parking and Loading.
- Nonresidential: may reduce the number of spaces, if on-street parking is available, then an applicant can count any on-street parking within 500 feet of the parcel.

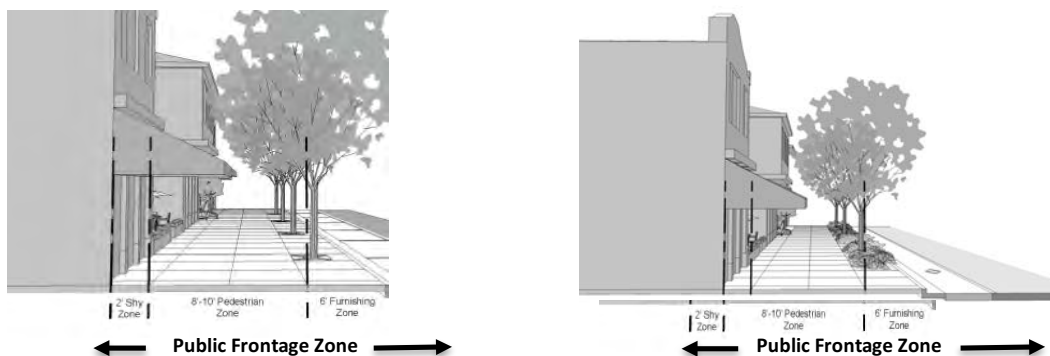
Sec 20.19 Alleyways

- The PAG Overlay District has existing alleyways that shall be maintained as an alleyway.
- Under no circumstance shall an existing alley be reduced in the width and length.
- Parking is permitted adjacent to an Alleyway or where the City has identified, through signage, that vehicles may park within the alleyway. Under no circumstance shall a parked vehicle impede the vehicular movement.
- Alleyways shall not be permanently closed or vacated.

Sec 20.20 Landscaping Standards

(a) Streetscape Standards. When the City requires improvements to the “Public Frontage” Zone which includes: Furnishing zones, pedestrian zones and a shy zone, the following standards shall apply.

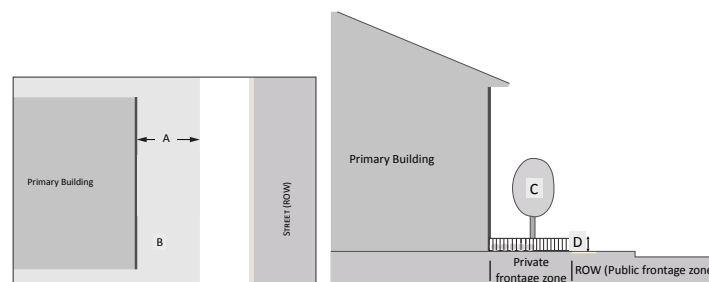
- 1) Furnishing Zone that is a minimum of six feet in depth and may include street lights, benches and canopy trees. A furnishing zone shall include one of the following: Tree Grate Standards. One canopy tree per 30 feet in lineal building shall be provided the entire length of the parcel the building is fronting.
- 2) Planter Beds. A minimum width of 6 feet with a maximum length of 25 feet that contains 1 canopy tree per bed and 100 percent ground cover.
- 3) Pedestrian Zone, 8-10 feet of unobstructed sidewalk
- 4) Shy zone, comprised of 12 inches to 2 feet that includes the area from the edge of the building to the edge of the pedestrian zone.



(b) Landscape Buffers may be required between any uses within the PAG Overlay District.

(c) Front Buffers for all Residential building types, excluding the Apartment Building, shall provide the following:

- 1) Front fence or landscape buffer shall be provided and include the following:
 - i. An opaque hedge, height not to exceed 3 feet when fully matured and/or
 - ii. Knee wall and/or fence. Permitted materials are wood, shell or concrete material consistent with the overall architecture and design of the primary residence.



FRONTAGE ZONE (FZ)	MIN	MAX
Stoop structure requirements:		
A - Landscape	grass and or ground cover	
B - Shrubs, ground cover	10 (3 gallon)	--
C - Tree (canopy tree)	1	--
D- Fence Height (feet)	2'	4'

Sec 20.21 Screening of elevated buildings.

A building required by Section 98-33 of the City's Code of Ordinances, to be elevated more than three feet above grade shall mask the fact that it is elevated through the use of appropriate architectural screening so that the building, when viewed from public rights-of-way, appears to have been constructed at, or near, natural grade as follows:

(a) Architectural screening shall:

1) Create a visual continuity that is integrated with the overall design and architecture of the home using doors, garage doors, entryways, staircase and/or archways.

2) No more than 20% of the area being screened can be transparent.

(b) Landscape screening shall be installed:

1) A minimum 3-foot-wide landscape area

2) One understory tree per 20 lineal feet (or portion thereof) of the elevated building length/width viewed from public rights-of way.

3) Planted with shrubs, ornamental grasses and groundcovers to provide 100% coverage of the landscape area within one growing season. The landscape design shall (unless spatially impractical) provide layering of plant materials that includes larger background shrubs and low foreground groundcovers. All plant material should be Florida Friendly plantings as defined and identified by University of Florida/IFS horticulture experts.

4) Permanent mulch materials, such as organic mulches, stones, and recycled inorganic groundcover materials are not permitted in lieu of vegetation, unless they are provided as accent or focal points that enhance the landscape design.

(c) Apartment Building Types (Apartment House, Apartment Building Small and Apartment Building Medium shall also meet the following standards:

a. Parking may only be accessed from the side or rear of the building

b. No portion of the primary building shall have garage doors facing any street.

c. Parking may be located within the BFE provided the primary face of the building is architecturally designed to be consistent with front entryways of homes that are integrated and not visually seen from any street.

Sec 20.22 General building design (residential)

In addition to the required private frontages and the standards provided in each frontage, the following standards shall be applied to all residential building types (House and Apartment Building Types) in order to maintain the overall mass and scale, of the PAG community's existing housing stock.

The following standards are included to provide a minimum criteria needed to review the overall design, mass and scale as outlined below while allowing an applicant flexibility in the design of the building. The design criteria are typical design elements used by architects to ensure a higher quality development.

Any single family or attached residential structure that follows the criteria outlined in 20.15 must design the building with the following architectural elements:

(a) The mass of a building must include:

1) Primary Mass. The building shall have a distinct primary mass

- 2) Secondary Mass. A building should also include secondary mass (private frontage requirements) that form the façade of the building.
- 3) Voids that allow for natural breaks in the mass
- (b) Proportional design elements shall include:
 - 1) Windows in varying, yet similar arrangements
 - 2) Appropriate vertical visual consistency at the centerline of the façade
 - 3) Appropriate ratios of visual width between top and bottom halves of the elevation (bottom ½ clearly supports the top)
 - 4) Overall design shall be symmetrically or asymmetrically balanced.
- (c) Design must include the following rhythms:
 - 1) Proximity (objects close together complement each other).
 - 2) Similarity- common textures, colors or features.

Sec 20.23 General building design (non-residential)

In addition to the required private frontages and the standards provided in each frontage, the following standards shall be applied to non-residential building types only.

- (a) Public entrance. Buildings that are open to the public shall have an entrance for pedestrians from the street to the building interior. This entrance shall be designed to be a distinctive and prominent element of the architectural design, and shall be open to the public during business hours. Buildings shall incorporate lighting and changes in mass, surface or finish which places an emphasis to the entrance.
- (b) Building orientation. The primary building entrances shall be visible and directly accessible from a street or park space that has a sidewalk or pedestrian path.
- (c) Storefront character. Buildings shall express a “storefront character”. This guideline is met by providing all of the following features along the building frontage as applicable.
 - 1) Regularly spaced and similar-shaped windows with window hoods or trim (all building stories).
 - 2) Large display windows on the ground floor. All street-facing, park-facing and plaza-facing structures shall have windows covering a minimum of 40% and a maximum 80% of the ground floor of each storefront’s linear frontage. Blank walls shall not occupy over 50% of a street-facing frontage and shall not exceed 20 linear feet without being interrupted by a window or entry. Mirrored glass, obscured glass and glass block cannot be used in meeting this requirement. Display windows may be used to meet this requirement if the first floor has not been design as a flood proof first floor.
- (d) Building façade. A clear visual division shall be maintained between the ground level floor and upper floors with either a cornice line or awning from 12’ to 16’ above grade, whichever applies to the proposed development. No more than 20 feet of horizontal distance of wall shall be provided without architectural relief for building walls and frontage walls facing the street. All buildings excluding single family detached homes shall utilize at least three of the following design features to provide visual relief along all elevations of the building:
 - 1) Divisions or change in materials (materials should be drawn from a common palette).
 - 2) Window bays.
 - 3) Separate entrances and entry treatments, porticoes extending at least five (5) feet.
 - 4) Variation in roof lines.
 - 5) Balconies: 6’ maximum may project into the front or side street setbacks.
 - 6) Dormers.
 - 7) Canopies, extending at least five (5) feet.
 - 8) Gables.

- 9) Overhang extending at least five (5) feet.
- 10) Recessed entries (at least three [3] feet from the primary façade).
- 11) Protruding entries (at least three [3] from the primary façade).
- 12) Covered porch entries.
- 13) Cupolas shall be permitted on sloped roofs and are exempt from the height limitations up to twelve feet above the roof line.
- 14) Buildings shall provide a foundation or base, typically from ground to bottom of the lower windowsills, with changes in volume or material.

Sec 20.24 Design review and required drawings

An applicant shall be subject to the City's permit process. In addition, any development within the PAG Overlay District using the building types, as provided in this Division, shall submit architectural elevations of all facades of all structures subject to this Division and shall be a required exhibit for plan approval which does not subrogate any requirements outlined in Division 5, Site plan approval procedures, and building permit process. Such exhibits shall include colors, materials, building dimensions, mass and scale proportions, location of service areas and mechanical equipment, screening devices, parking, site furnishings, lighting fixtures, all signage, and any other information as determined necessary to ensure consistency with the intent of this Division. All elevations and overall design must be signed and sealed by a licensed architect registered in the State of Florida and must provide a summary and illustrations that identify each standard listed in Section 20.22 or 20.23 of this Division. The City may request review by the Historic Preservation Board to ensure compatibility of new construction or additions within the PAG overlay district.

Memorandum



To: Jennifer Bryla, AICP
From: Tara Salmieri, AICP
Date: December 13, 2016
Re: Summary Discussion with Bureau of Historic Preservation, Ruben A. Acosta

Conference Call

The State Historic Preservation Office was provided a review of PAG overlay Draft for comments, suggestions primarily to seek input on if the proposed draft ordinance would interfere with the National Designation of PAG as a Historic Area. Tara Salmieri discussed the overall intent of the ordinance with Mr. Acosta, ask for feedback on November 9, 2016. The following are highlights from the call:

- The HPO is not a regulatory agency for local regulations, they appreciated the opportunity to review the ordinance. Overall, the HPO office suggested the best approach for preservation of buildings would be to adopt a local historic district and suggested that a general overlay, such as the PAG overlay should not be used to preserve buildings since there is a local designation process with steps and authority that are best suited for that type of approach.
- In general, the HPO finds the use of Form Based Codes to be the most complimentary zoning fit for historic areas and liked the overall approach of the ordinance.
- The HPO office had some concern removing the ability to rebuild a multi-unit building and only permitting a single family residence as this use and density change could change the diversity, mix of housing stock and uses that are part of the National Registry Designation. The HPO maintained that the mix of use is just as important as the building stock and without a local designation both would be subject to modification through zoning.
- The HPO also mentioned in 2017 hosting some training and would reach out the City's Historic Preservation to invite the board to participate.

Exhibit C

Jennifer Bryla

From: Chatman, Rodney S <rschatman@co.pinellas.fl.us>
Sent: Monday, October 24, 2016 9:16 AM
To: Jennifer Bryla
Cc: Blanton, Whit; Parinello, Alicia
Subject: RE: PAG overlay question

Jenni,

We have completed a cursory review of the proposed amendments to the Pass-a-Grille Overlay District as presented to the St. Pete Beach Planning Board on October 18, 2016. Based on the proposed changes to Division 20, we have determined that this potential change in your land development regulations **DO NOT** violate the Countywide Rules. Furthermore, we compliment staff in its efforts to use a form-based code as a means to preserve the existing character of this historic part of the City. Please let me know if you need anything else.



Rodney S. Chatman, AICP
Planning Division Manager
Main: 727-464-8250
Direct: 727-464-8214
www.forwardpinellas.org

Forward Pinellas serves as the planning council and metropolitan planning organization for Pinellas County.

All government correspondence is subject to the public records law.

From: Jennifer Bryla [<mailto:jbryla@stpetebeach.org>]
Sent: Wednesday, October 19, 2016 4:42 PM
To: Chatman, Rodney S <rschatman@co.pinellas.fl.us>
Subject: FW: PAG overlay question

Rodney,

Can you please provide an answer for me regarding the below? Thanks!

-jb

Jennifer C. Bryla, AICP
Community Development Director

City of St. Pete Beach
Sunset Capital of Florida
155 Corey Avenue
St. Pete Beach Florida 33706
jbryla@stpetebeach.org
727.363.9265 – voice
727.363.9222 – fax

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From: Tara Salmieri [<mailto:tara@planactivestudio.com>]
Sent: Wednesday, October 19, 2016 4:39 PM
To: Jennifer Bryla
Subject: PAG overlay question

Hi Jenni

Given the comment that came out of yesterday's Planning Commission meeting in regards to violating the Pinellas County's Countywide Plan with the proposed Pass-a-Grille Overlay, I thought it would be helpful to send the County a question to confirm what we have been saying. The proposed PAG overlay has no intention of increasing housing units. The overlay is set to permit existing housing units to rebuild, rennovate and have additions without any increase in the existing density. Will this violate the countywide map?

Tara Salmieri, AICP

PlanActive Studio
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**OFFICE OF THE
BUILDING
OFFICIAL/FLOODPLAIN
MANAGER**

Memo

To: Jennifer Bryla
From: Bruce Cooper, CBO, CFM
Date: 1/3/2017
Re: Pass-A-Grille Overlay District

I have reviewed the draft dated 11/23/16 for the above referenced proposal and have determined that this draft has no effect to the City's adopted Floodplain Ordinance.

	DIVISION 20 - PAG PASS-A-GRILLE ZONING DISTRICT	Page	Line	Comment	Response/Resolution
Sec 20.01	Purpose and intent.	2			
				The proposed PAG Overlay is intended to prevent the construction of more residential structures that have a predominantly “boxy” look about them caused by a sheer, vertical front extending from the ground to the 28’ high top permitted by existing standards. This will be accomplished by a requirement that the top floor (usually the second living space floor) must have a minimum 10’ setback from the front edge of the lower floors. To make up for the living space lost through this setback, the minimum front setback will be reduced to 10’ from the present 20’, the rear setback reduced to 15’ from the present 20’, with the side setbacks remaining the same at 5’. Permissible height will remain exactly the same at 28’ to a parapet top or midspan of a sloped roof (the top of which cannot exceed 32’), with all such elevations measured from the minimum, FEMA-required 12’ above base flood. (Most PAG property sites are 6’ above base flood, with some as low as 4’ and others as high as 8’.) The Overlay is intended to permit reasonable space for under-the-building parking, and headroom in the upper living floors that work well in the premium housing market at Pass-a-Grille and in other comparable communities. The permitted, livable space under existing standards and the proposed Overlay will be roughly equivalent.	We kept the purpose and intent intact, while some of this information is correct, it isn't a thorough response to all of PAG, it is only focused on the single family home.
Sec 20.02	Permitted principal uses and structures.	2			
				How does the apply to AMI? I believe that they are a non conforming special exception use. The reason I ask is that it is my understanding that this property is about to go on the market. We need the property to revert back to it’s zoned use	The property is currently listed as institutional on the FLU and Zoning maps. These would need to be changed to accommodate any different use other than institutional.
				Unless the City is going to enforce this, including the collection of taxes, it should be removed from the Code	This is a citywide policy that should be consistent citywide. If the elected officials want to change the transient occupancy policies, PAG would also be updated to reflect any updates to the citywide policy.

	DIVISION 20 - PAG PASS-A-GRILLE ZONING DISTRICT	Page	Line	Comment	Response/Resolution
Sec 20.03	Permitted accessory uses and structures.	2			
		2	26	refers to sections that are not included in this paperwork. I recommend that they be included. (I do not have the time to go looking for them, the City's website is terrible	This is not new language, has existed in the current overlay and important in our enforcement of short term rentals
Sec 20.04	Allowable conditional use.	2			
Sec 20.05	Prohibited uses and structures.	3			
				Prohibit national chains and franchise establishments within the PAG overlay	
		3	4	I think that the "offensive to residents" is too broad and will be abused. What is offensive to one of my neighbors is every day life to the rest of us	The sentence has a clear maeaning without interprettio and means "by reason of odor, smoke, noise, glare, fumes, gas, fire, explosion or emission of particulate matter
Sec 20.06	Density.Intensity, and assemby of Parcels	3			
				HPB board does not want any buildings that are greater than a single family home to be able to demolish and rebuild if the building. Didn't specify whether it the building would need to be part of the "contributing" structures. Only catastrophic events and renovations/additions as long as the primary face doesn't require BFE to change	
		3	15	Please clarify the XX of the code	XX was a place holder for "adoption date". Once the date of adoption is confirmed, the code will insert the updated text.

	DIVISION 20 - PAG PASS-A-GRILLE ZONING DISTRICT		Page	Line	Comment	Response/Resolution
Sec 20.07	Maximum floor area ratio.	3				
		3				THIS IS AN FLOOR AREA RATIO AND IMPERVIOUS SURFACE ratio that is in the underlying zoning districts and the comprehensive plan and varies by zoning district from .40-.65 The existing overlay permits .70 max FAR
Sec 20.08	Maximum impervious surface ratio.	3		24	please explain minimum FARs	
		3		25	Please explain maximum FARs	refer to above
Sec 20.09	Reduced setbacks for contributing structures granted a certificate of appropriateness.	3				
		3		30	In the beginning it talks about relaxing the set back requirements if they meet certain conditions. While I support saving the historical structures, I think that there should be a hard line with regard to set backs. In other words, all residential structures must maintain XX feet setback from the sidewalk.	We did not change the overall standards, we are not able to change the ISR's that are in the comprehensive plan
					Contributing structures: I believe that there is some concern and confusion about the applicability of the Overlay to historic and contributing structures. At present, modifications or demolition of such structures are subject to a review and advise process with the Historic Preservation Board, but HPB permission is not ultimately required. Is this being changed by Section 20.09 of the Overlay? Some people have told me that, as worded, 20.09 would cause some people to forego additions and just demolish the old structure.	
Sec 20.10	Minimum zoning lot requirements.	4				

	DIVISION 20 - PAG PASS-A-GRILLE ZONING DISTRICT	Page	Line	Comment	Response/Resolution
			10	I think that a certain percentage of this should be required to be annual lease, maybe 60%.	at this time, the city is not changing the approach
Sec 20.11	Subdivision of Lots	4		Then it states "The addition must still meet impervious surface, floor area, height, landscaping, and buffering standards in the code." When you put on an addition, you are most likely going to increase the impervious surface. How are people going to be able to take advantage of this opportunity?	the overaly provides a larger footprint and increase of ISR than the underlying
		4	7	Make sure you can only combine up to 2 parcels for new development (both residential and commercial)	the standards in sec. 20.11 says any parcel
Sec 20.12	Permitted building types	4			
		4	28	There are units that have been illegally subdivide. Does this mean that they are now legal?	If they exist and documented, they will be permitted to continue
				Consider different building types for 1- land locked propoerties, alley access, street access	The updated draft address the setback(s) unique to all three types of situations as described.
	general building type comment on parking location			Under Parking Provisions, I think that parking should only be allowed in two of the zones. It should also discourage parking in Zones 2 and 4. If a property is in the middle of the block, can they park in Zone 4? I also that that we need encourage people to use materials that allow drainage instead of concrete and asphalt.	the parking requirements are consistent with the overall character of PAG. Zone 4 is typically used for alley access, but a building can have a driveway that leads to the back of the parcel and parking can be provided
	House Type (any)			consideration for bay and ocean views and establishing maximum setbacks that impact the water views of those parcels	we have updated all three house types to permit flexibility on the maximum setback.
				Maximum Setbacks should consider driveways, ability for cars to use a driveway only	driveways can be placed further back then a building
				minimum setbacks are too small	the minimum setbacks were developed using the actual range of setbacks already built (historically) in PAG
				requiring a side setback on the 2nd livable story will not permit a homeowner to have access to the views they pay for.	This standard has been removed

	DIVISION 20 - PAG PASS-A-GRILLE ZONING DISTRICT		Page	Line	Comment	Response/Resolution
	House type-Large.		7		I think that the Side Set back on the 2nd story need to be more than the 1st floor, as it is in the Medium and Small houses. This will prevent the box houses.	2nd draft was updated to reflect this request
					the new setbacks will create larger first floors, not good for pedestrians, will be too large for the House type.	the setbacks have been adjusted, new provisions are required now for desgin of homes, apartments to ensure the design works for PAG.
	House Type- Small		9		5ft set back gives me concerns. I think it should be 10 like the Large and Medium houses	The depth of the homes that are small do not have a large enough building envelope
	Apartments/Boutique hotels				In the description section of a building type, the "up to units" should be clear that additional units are not permitted. Also if you are not going to require a set back on the 2nd floor of the hotels, you should not require it for the Apartments either	We removed the "up to" and refer to the Sec that clearly spells out no new units are permitted. Stepbacks have been removed for all building types.
	Apartment House		10		I think that 4 units are too many for a lot this size. I think it should be no more than 3 with a requirement that at leas one be used for annual rental	(this unit size exists, this will not provide new units, only existing units can use this, it is an up to.
	Apartment Building Medium		12		I do not want something like this in PAG. It would be too large and most like used for weekly transient lodging.	This currently exists in PAG, the building type may only be used by parcels that already have this size, only in a rebuild situatio
	Courtyard Apartments		13		How many units? Again a certain percentage of annual rentals should be required.	dependent on the existing apartment building- refer to Sec 20.06
	Commercia/Mixed Use Small		14		What are you trying to accomplish with this? There are only a few places that commercial should be allowed. This looks like to you are going to allow it in a residential area. I am so confused and concerned by this concept.	within the PAG Zoning Overlay there are parcels that already have Residential Office and Commercial General Zoning, we are not recommending any new commercial
					Under Private Frontages/ Required Frontages C. What does C refer to?	C is for commercial private frontage as defined on page 24

	DIVISION 20 - PAG PASS-A-GRILLE ZONING DISTRICT			Page	Line	Comment	Response/Resolution
						If the goal is to allow mixed use on 8th Ave, we need much better zoning than this. I can not think of any other place that this type of development would be appropriate	8th avenue is not part of the overlay, there is an existing overlay in place for this area
	Stoop		21			I do not think that we should allow Stoops.	stoops will be permitted within PAG, examples exist.
	Common yard		23			I really do not want to have fences and shrubs on every lot. This is just too much	the historical house and design includes this design feature
	Building Height		25			D - Total Height -- Commercial — 50ft. Really??? 50 ft commercial buildings. I do not support this.	The underlying zoning district (C-1) permits 50’ and no development rights are being removed as part of this overlay. Residential and Hotels will still maintain the 28' -32" depending on the roof design
Sec 20.13	Vacant parcels		4				
Sec 20.14	Building type glossary		4				
			6		3	Please clarify the parking standards	We will reference Division 23
Sec 20.15	Minimum off-street parking requirements.		24				
Sec 20.16	Alleways		24				

	DIVISION 20 - PAG PASS-A-GRILLE ZONING DISTRICT		Page	Line	Comment	Response/Resolution
					while many alleys have No parking signs now and residents park anyway and are not ticketed...I just want to make sure on our crowded weekends that beach goers don't start using alleys to park...not sure how this is handled...hopefully no more signage	the overlay is not requiring signage, this is a policy decision that is not put in the overlay
Sec 20.17	Landscaping Standards	24				
Sec 20.18	Screening of Elevated Buildings.	25				
		27	28		Please define “organic mulches”.	Organic mulches such as bark are usually a bi-product of other industries and decompose readily over time
Sec 20.19	Elevation Considerations.	26				
					2nd draft this section was removed because of a comment received regarding the "fairness" and option to be able to have flexibility in the house type to permit a garage in the first floor, BFE and permitting additional height for vehicles. Other comments regarding multi family structures, historically significant structures should have this requirement.	We added design criteria for Multi family building types and how the building shall face the street, no visible parking. Refer to sec. 20.19 ©
					allow under ground parking is a necessity and allows for better protection for storms (BFE elevation maximum height is problematic)	the maximum height has been removed from the overlay

	DIVISION 20 - PAG PASS-A-GRILLE ZONING DISTRICT			Page	Line	Comment	Response/Resolution
Sec 20.20	General Building Design	26					
						Elevator structures: Somewhere, somehow, elevator issues need to be considered, because the top parts of most elevators I have seen extend a bit above the top floors being served by the elevators. Most people in PAG would want elevators in 3-story buildings	the overall building height(s) will not change, the building department will review the elevator structures, when appropriate.
						Permit Circular Driveways	the overlay doesn't explicitly deny the construction of a circular drive. Multiple driveway cuts along a street would be reviewed by the traffic engineer for safety prior to permitting.
						Transparency requirements should be required for residential structures, so the adjacent parcel is not looking at a blank wall	updated design requirements for both residential and non residential parcels of land
		29		1		d. 5) Balconies :6' etc. (if this was on 8th Ave. is 6' enough to go over sidewalk to keep the balconies as others on street or is this covered in the overhang language...or am I reading it wrong.	the overlay doesn't affect 8th avenue After reviewing the underlying uses that are permitted by Zoning District, it was determined the best option to update performance standards was to amend the existing zoning overlay with additional provisions. The intent of the overlay is not to permit new uses, but to stay consistent with the rights of the area. In addition, any residential parcel of land zoning for a single family detached house that can meet the setbacks, parking, and impervious surface ratio's that are in the underlying zoning district will be able to chose the overlay or two zoning districts assigned to that require a
	Overall General Comments on Draft	N/A				The first draft (July 2016) was a Zoning District, 2nd draft is an Overlay. The city has done this to avoid notifying the area of the zoning updates.	minimum lot size for a single family home. RU-2 min standards are 60' lot width and a lot area of 6,000 sq.ft. RLM-2 is 40 foot lot width minimum, with a lot area of 4,400 sq.ft. The actual setback requirements may be met and the only way to identify nonconforming buildings is to survey each property of land which is too costly for
						The City should have a map that identifies each nonconforming lot and/or building located in PAG	

	DIVISION 20 - PAG PASS-A-GRILLE ZONING DISTRICT	Page	Line	Comment	Response/Resolution
				The PAG overlay violates the City's Comprehensive Plan and the Pinellas County Land Use Map	The PPC reviewed the draft and has provided a response. The County finds that the PAG is not in violation.
					The city doesn't have a local historic designation, PAG is on the national historic registry. Until the City goes through the formal designation for PAG, there will be little regulations to ensure the historic buildings remain intact.
					The PAG overlay is not a locally designated historic district which makes it difficult to stop property owners from improving their buildings. We have included architectural requirements, design criteria that is necessary for redevelopment
				Don't allow multi family buildings to rebuild unless a catastrophic event occurs	the city maintains one process citywide and will review this process to ensure clarity
				Considere a clear process for administrative approvals, variances	The setbacks provide a min and max range which provides flexibility, seaside has a "required" build to lines without any flexibility which is not how the PAG building types have been developed.
				Do not want a "seaside" or subdivision design and the new front setbacks would create this as well as the 2nd story setback requirement	A single family home can rebuild under the existing underlying zoning district or opt to use the appropriate building types in the overlay
				in the case of "catastronphic destruction" how is that measured for rebuilding as is or to the new code?	The residential zoning districts are the same for setbacks. Each building type will be modified by size and scale. For the conventional zoning, the setbacks are as follows: frontyard- 20 feet, secondary front yard- 10 feet, sideyard: 10% of the lot width, rear
				Its hard to see what the new code vs. old code is permitting, side by side comparison of setbacks is requested	

Exhibit F

Jennifer Bryla

From: Stan Garnett <stangarnett@aol.com>
Sent: Friday, December 30, 2016 11:01 AM
To: Jennifer Bryla
Subject: PAG Overlay

Hi Jenny,

I see that the PAG Overlay will be before the Historic Preservation Board on the 5th. While I shared my Overlay email to you of December 18th with a few friends, I did not send it to any commissioners nor City board members. Have you done so, or should I? I am looking forward to the community meeting on the 4th. It would be great if your presentation could proactively address the questions I raised. Your thoughts will be appreciated. And I'd like to wish you a Happy New Year.

Stan Garnett
2504 Sunset Way
Pass-a-Grille, FL 33706
727-480-0706
stangarnett@aol.com

December 27, 2016

Via Email to: cityattorney@stpetebeach.org

Andrew Dickman, Esq.
City Attorney
155 Corey Avenue
St. Pete Beach, FL 33606

Re: Ordinance 2016-19 Pass-A-Grille Form Based Code

Dear Andrew:

I am writing in reference to proposed Ordinance 2016-19, which I understand is being considered by the City's Historic Preservation Board on January 5, 2017. Specifically, Section 20.07(b) and (c) authorize non-conforming multi-family residential and temporary lodging structures to rebuild to non-conforming densities as of right.

However, the preamble to the Future Land Use Element (FLUE) of the City's Comprehensive Plan places restrictions on reconstruction of non-conforming uses as follows:

(b) Nonconforming Residential and Temporary Lodging Uses, Densities and Intensities - It is the intent of the City of St. Pete Beach to allow for the continuance of existing non-conforming residential and temporary lodging units under the circumstances outlined below:

1. Catastrophic Events. In the case of natural disaster or other catastrophic event over which the owner is presumed to have had no control, residential and temporary lodging properties that were in existence prior to the event may be reconstructed with the same number of units, subject to the LDC requirements other than density and intensity, Florida Building Code requirements and FEMA regulations, in effect at the time of reconstruction.

2. Routine Maintenance. In the event a residential or temporary lodging use would be considered a non-conforming use under the land use category designated for its property as adopted herein, it is the intent of the City to permit the routine maintenance of these residential or temporary lodging structures which pre-date the adoption of the Comprehensive Plan in 2009 that would prohibit their construction today.

3. FEMA Compliance Required. Notwithstanding any statements to the contrary, there is no intention of superseding any regulations of the Federal Emergency Management Agency (FEMA) or National

O: 727.828.9919
F: 727.828.9924

www.webercrabb.com

5999 Central Avenue, Ste. 203
St. Petersburg, Florida 33710

Flood Insurance Program requirements regarding the protection of properties from flood damage.

4. Expansion Prohibited. There also is no intention of allowing for the expansion of non-conforming uses or an increase in a non-conforming density or intensity of a use as determined by the Future Land Use Plan and Map designation and implementing zoning regulations effective at the time of the event.

5. Existing platted lots of record that are located in the Residential Urban, Residential Low Medium, Residential Medium, and Residential High land use categories shall not be prohibited from the construction of one residential unit due to a non-conforming lot size.

Also, under Goal 2 of the FLUE, Objective 2.5 provides:

Existing land uses or structures which are either incompatible or inconsistent with the adopted Future Land Use Element shall be deemed non-conforming as of the effective date of this comprehensive plan and be encouraged to be eliminated through redevelopment of such uses or structures; however, existing residential and temporary lodging use densities and intensities shall be grandfathered except when abandoned voluntarily as defined by the LDC.

Policy 2.5.1

Those residential uses and structures existing as of the effective date of this comprehensive plan, as amended, which were built and were conforming prior to such adoption, and which are hereby rendered non-conforming, shall be considered to be grandfathered, as defined in the LDC.

Policy 2.5.2

Those temporary lodging uses and structures existing as of the effective date of this Comprehensive Plan, as amended, which were built prior to such adoption, and which are hereby rendered non-conforming, shall be considered to be grandfathered, as defined in the LDC.

Section 3.10 of the City's Land Development Code provides in part:

(2) Uses that are nonconforming by reason of development density are regulated as follows:

- a. The recognized number of units on such property shall be determined by the number shown in the property records on file with the city as of the date of adoption of this section.
- b. There shall be no increase in the number of units by expansion or alteration of the use.
- c. Except as provided for elsewhere in this Code, **any property, upon which there are one or more buildings having such pre-existing nonconforming number of units shall be brought into conformity with the density requirements of this ordinance when any building is proposed to be substantially improved.**

(emphasis added). Thus, in the absence of a catastrophic event, FEMA requirement, or other permissible exception, it would appear to be inconsistent with the current Comprehensive Plan to allow non-conforming multi-family and temporary lodging structures to be rebuilt to the same non-conforming densities as of right.¹

If the City has made a differing interpretation of the Comprehensive Plan can you kindly advise and provide such interpretation so that I can advise my client accordingly?

Sincerely,

WEBER, CRABB & WEIN, P.A.

s/ Timothy W. Weber

Timothy W. Weber, Esq.
timothy.weber@webercrabb.com

cc: Jennifer Bryla (jbryla@stpetebeach.org)

¹ Also, this provision appears to encourage the knock down and reconstruction of historic structures, contrary to Objective 2.6 of the FLUE and its policies.

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

Issue Considered: Ordinance No 2017-03 for CPA 03-16 an Amendment to the Capital Improvements Element of the City of the St. Pete Beach Comprehensive Plan.

Date: February 28th, 2017

Prepared By: Jennifer Bryla– Community Development Director

Through: Wayne Saunders – City Manager

Summary of Issue The Ordinance enacts Comprehensive Plan Amendment 03-16 which was approved by the City Commission for transmittal to the Department of Economic Opportunity on December 13, 2016 as well as the required reviewing agencies. The City received letters of no objection from the Department of Economic Opportunity on January 19, 2017.

This is a City initiated amendment to the Capital Improvement Element to reflect Legislative changes in chapter 163 FS. The requested changes result in the removal of antiquated reviewing agencies, removal of the Capital Improvements Schedule, and the removal of School and Recreation facilities from concurrency review. These revisions are directed by Florida Statutes 163.3177(3)(b).

Requested Motion: “I move to approve Ordinance 2017-03 on final reading.(read title)”

Attachment: Agenda Report
Staff Report
Ordinance 2017-03
Exhibit A - Underline / Strikethrough – CPA 03-16 Capital Improvement Element
Exhibit B – Letters of No Objection, or Objection

**Reviewed by the
City Manager**

WS

	St. Pete Beach City Commission 155 Corey Avenue St. Pete Beach, FL 33706 727-367-2735
2/28/2017	
Item Number Ord. 2017-03 for CPA #03-16 Type of Application Ordinance Codifying Comprehensive Plan Amendment to the City's Capital Improvements Element Applicant City of St. Pete Beach Location City wide Project Planner Jennifer Bryla, AICP, Requested Action Approval of Ord. 2017-03 on final read Staff Recommendation Approval Planning Board Heard CPA 03-16 November 15, 2016. Recommended approval (4- 1)	ITEM SUMMARY: This is a City initiated amendment to the Capital Improvement Element to reflect Legislative changes in chapter 163 FS. The requested changes result in the removal of antiquated reviewing agencies, removal of the Capital Improvements Schedule, and the removal of School and Recreation facilities from concurrency review. These revisions are directed by Florida Statutes 163.3177(3)(b). Concurrency language was enacted by the state through Rule 9J-5 F.A.C. as a component of the Growth Management Act of 1985. During the Legislative sessions between 2009 and 2011 the Rule was essentially replaced with the Community Planning Act. The Act amended Chapter 163, Florida Statutes. These changes effectively removed State-mandated portions of the concurrency management requirements, recognizing other mechanisms are in place to ensure Levels of Service, and provided local governments the option of establishing tools to better serve their communities.  PUBLIC NOTICE: Notice of public hearing has been advertised as required by State Statutes. As of the date of this report, one (1) written objection has been received. If additional comments are received, they will be presented at the public hearing.

City Commission Transmittal Hearing (5-0) Approval (12/13/2016) First Reading (2/14/2017) (5-0) Findings In its review of the proposed application, staff has determined: 1. The proposed application is consistent with Florida Statutes. 2. The proposed application is consistent with the Pinellas County Regional Policy Plan. 3. The proposed application is consistent with the intent of the St. Pete Beach Comprehensive Plan. 4. The proposed application is consistent with the intent of the LDC.	COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE: The proposed Comprehensive Plan Amendment is consistent with the intent strategies of the City's Comprehensive Plan. Objectives and Policies that support the amendment are as follows, but not limited to: <i>Infrastructure Plan Element: Goal 1</i> <i>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.</i> The revisions to the element support that facilities required for redevelopment will be available as needed. <i>Coastal and Conservation Element: Policy 2.1.3</i> <i>The City shall continue to plan and fund infrastructure and services consistent with the level of service adopted herein and shall ensure that permits for development and redevelopment activities are issued only if public facilities necessary to meet the level of service standards adopted pursuant to this Comprehensive Plan are available concurrent with the impacts of the development.</i> The revisions to the element support consistency between elements of the Comprehensive Plan. The language in the Land Development Code is consistent with those proposed. Specifically Division 3 – Administration of the Land Development Code, section 3.6(b) states that prior to the approval of any building permit, certificate of occupancy, site plan, or other applications related to land development, the availability of public infrastructure and services must be demonstrated... Also as a component of this exercise, the City will be revising Division 29 – Concurrency Management for implementation of the Element changes. PLANNING BOARD: The Planning Board heard CPA 03-16 on November 15, 2016 and provided a recommendation of approval to the City Commission (4-1). The motion was made by Member Lehman, Member Shavlan confirmed the motion and approved by a roll call vote (4 yes – 1 no). Member Ohlhaber was the dissenting vote. CITY COMMISSION: The City Commission provided a vote of approval (5-0) on first reading February 14th, 2017.
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REVIEWING AGENCIES

As required by Florida Statutes 163.3167 the proposed amendment was sent to the following agencies for review and comment: Department of Environmental Protection – Office of Intergovernmental Programs – *provided a recommendation of **No Comment***, Department of State – Bureau of Historic Preservation ***No Comment***, Department of Transportation – District Seven - *provided a recommendation of: change reference to from Pinellas Planning Council to Forward Pinellas, so noted and changed in Exhibit A.* Tampa Bay Regional Planning Council - *provided a recommendation of **No Comment***, Pinellas County Planning Department and Forward Pinellas - *provided a recommendation of **No Comment***.

STAFF RECOMMENDATION:

Upon review of the City's guiding documents and those of the County, staff recommends approval of CPA 03-16.

ORDINANCE #2017-03

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CAPITAL IMPROVEMENTS ELEMENT OF THE CITY'S COMPREHENSIVE PLAN AS OUTLINED IN "EXHIBIT A"; REMOVING METRICS IN ACCORDANCE WITH FLORIDA STATUTES; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City commission of the City of St. Pete Beach and the City of St. Pete Beach Comprehensive Plan recognizes that infrastructure should be in place prior to or concurrent with the impact of development; and

WHEREAS, the Planning Board sitting as the Local Planning Agency conducted a public hearing on November 15, 2016, noticed pursuant to Florida law, and determined the amendment consistent with the City's Comprehensive Plan; and

WHEREAS, the City Commission encourages the preservation of residential neighborhoods and supports the redevelopment of antiquated commercial properties; and

WHEREAS, the City Commission encourages the protection of the public health, safety, and welfare as new development is accommodated; and

WHEREAS, the Florida Legislature with the 2011 session made changes to Chapter 163 of the Florida Statutes regulating Capital Improvement Elements; and

WHEREAS, the Florida Department of Economic Opportunity has reviewed the proposed amendments and has made a finding of no objection.

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

Section One. Recitals. The above recitals are hereby adopted as legislative findings, purpose and intent of the City Commission.

Section Two. The Capital Improvements Element of the City of St. Pete Beach Comprehensive Plan is hereby amended as illustrated in "Exhibit A".

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

Section Four. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section Five. Publication. This Ordinance shall be published in accordance with the requirements of law.

Section Six. Effective Date. This Ordinance shall become effective immediately upon final passage and adoption.

* * * * *

Deborah Schechner, Mayor

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 _____, 2017.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman City Attorney

EXHIBIT A

CPA 03-16

City of St. Pete Beach

THE GOALS, OBJECTIVES AND POLICIES SECTION OF THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN IS AMENDED TO READ AS FOLLOWS:

VIII. Capital Improvements

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 1.1

Capital improvements will be provided to correct existing deficiencies, to accommodate desired future growth, and to replace worn out or obsolete facilities, as indicated in the five-year schedule of improvements which are designed to correct existing deficiencies identified in this element.

Policy 1.1.1

The City shall evaluate and establish priorities for projects proposed for inclusion in the five-year schedule of improvements.

Policy 1.1.2

The City shall annually develop and update a multi-year Capital Improvement Plan (CIP).

Policy 1.1.3

The City shall adopt a Capital Improvements budget and amend its Five-Year Capital Improvements Schedule on an annual basis.

Policy 1.1.4

Proposed capital improvement projects shall be evaluated and priorities established according to the following guidelines:

- Project is needed to eliminate a proven or obvious hazard to public health and safety;
- Project is needed to fulfill a legal commitment by the City;
- Project is needed to preserve, maintain, refurbish, achieve full use, or replace existing facilities;
- Project will provide or bring an existing facility up to an adopted level of service;

- Project will increase efficiency or use of existing facilities, prevents or reduces future improvement cost, or provides service to all residents equitably;
- Project furthers policies adopted in other elements of this plan;
- Project needed to accommodate facility demands resulting from new development or re-development;
- Project will increase the economic base or quality of life of the residents;
- Budget impact of project, both capital and operating, will be considered and committee will consider financial feasibility of project; and
- Project will be reviewed for consistency with plans of other agencies having responsibility for public facilities within the jurisdiction.

Policy 1.1.5

As appropriate, efforts shall be made to secure grants or private funds on a continuing basis whenever available to finance capital improvements.

Policy 1.1.6

It is the policy of the City to set a capital improvements cost threshold of \$25,000 for projects to be included in the Capital Improvements Element of the City's adopted Comprehensive Plan.

Policy 1.1.7

Existing and anticipated capacity deficiencies identified in other elements of this Plan may be corrected according to the Capital Improvements adopted via Ordinance, subject to the annual review of the CIE Capital Improvements Element by the City Commission.

Objective 1.2

The City shall manage its debt in a manner to retain the integrity of its fiscal resources.

Policy 1.2.1

The City shall not incur any form of indebtedness that would result in reducing its ability to be rated for a bond issue.

Policy 1.2.2

The City shall confine long-term borrowing to capital improvements too large to be financed from current revenues.

Policy 1.2.3

The City Commission will only approve bond issues structured to be paid back within a period not to exceed the expected useful life of the capital project.

Policy 1.2.4

Where possible, special assessment, revenue, or other self-supporting bonds will be used instead of general obligation bonds.

Policy 1.2.5

Total debt service for general obligation debt shall not exceed 10 percent of net operating revenues.

Objective 1.3

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

Policy 1.3.1

The City, through its representative on the Pinellas Planning Council, shall work with other governmental jurisdictions to establish a strategy to ensure that the entire cost of providing necessary capital facilities, at adopted levels of service, for any future development or redevelopment within the jurisdiction shall not be borne by existing residents.

Policy 1.3.2

The City shall coordinate with the County, other state agencies, water management district, and other municipalities that provide public facilities within the City's jurisdiction to ensure projects are funded in a fiscally equitable manner, apportioning the costs of growth among those who are responsible for it.

Policy 1.3.3

The City shall, when appropriate, collect impact fees in cooperation with other levels of government.

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 1.3.5

Land use decisions and available or projected fiscal resources shall be coordinated with the Capital Improvements Schedule to ensure that level of service standards will be met.

Policy 1.3.6

The adopted levels of service for public facilities within the jurisdiction of the City shall be those adopted in the other elements of the Comprehensive Plan.

Objective 1.4

In recognition of the fact the community is located within the identified Coastal High Hazard Area, as redefined by Chapter 163.3178(2)(h), Florida Statutes, public expenditures that subsidize development in Coastal High Hazard Areas shall be limited, to the extent practical, to those improvements necessary to existing development or new development that is consistent with the adopted Future Land Use Map.

Policy 1.4.1

The City shall expend funds in Coastal High Hazard Areas only for existing development or new development that is consistent with the adopted Future Land Use Map.

Objective 1.5

Concurrency Management - The City shall use level of service standards to measure the adequacy of existing public facilities and to ensure that future development will be served with adequate public facilities.

Policy 1.5.1

Pursuant to Chapter 163, F.S. the City shall require that the City shall not issue any development permits for development unless the applicant or developer submits an application for concurrency, utilizing best available data and professionally accepted methodologies, as well as documentation from the facility provider, that demonstrates to the City's satisfaction that public facilities required by the subject development will be in place concurrent with the impacts of development. Furthermore, the applicant shall assure the City that the subject development will not reduce the level of service associated with public facilities serving the development below the adopted level of service standards. Public facilities for the purpose of concurrency shall mean facilities related to traffic, drainage, solid waste, potable water, and wastewater.

Policy 1.5.2

The following criteria shall be used to determine when concurrency has been satisfied for potable water, sanitary sewer, solid waste, and drainage:

- a. The necessary facilities and services are in place at the time the development order is issued;
- b. A development order is issued subject to the conditions that the necessary facilities and services will be in place when the impacts of development occur; or
- c. At the time the development order is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, to be available when the impacts of development occur.

Policy 1.5.3

The following criteria shall be used to determine when concurrency has been satisfied for roads:

- a. The necessary facilities and services are in place or under construction at the time the development permit is issued;
- b. A development permit is issued subject to the condition that the necessary facilities and services needed to serve the new development are scheduled to be in place or under construction not more than three (3) years after the issuance of the development order, and the facilities and services are included in the City's five (5)-year schedule of capital improvements. The schedule of capital improvements may recognize and include transportation projects included in the first three (3) years of the Florida DOT five (5)-year work program; or
- c. At the time a development permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement to be available or under construction not more than three (3) years after the development permit is issued.

Policy 1.5.4

As part of the preparation of the five (5)-year schedule of capital improvements, the City shall prepare an annual report that details the capacity or deficiency of the following public facilities: roads, sanitary sewer, solid waste, drainage, potable water, based on best available data from the service provider. The annual report shall, at a minimum, include the following information for each facility:

- a. Adopted level of service standard;
- b. Existing deficiency or capacity;
- c. Reserved capacity for approved, but un-built, development;
- d. Improvements to be made by all approved developments; and
- e. Improvements to be made by the City or any other governmental agency.

Policy 1.5.5

The City shall not issue a development permit within those areas of the City where public facilities do not meet the adopted level of service standards. The areas to be evaluated to determine whether public facilities meet the adopted level of service standard are described for each type of public facility, as follows:

- a. Roads -City-wide
- b. Sanitary sewer-City-wide;
- c. Solid waste- City-wide;
- d. Drainage- City-wide;
- e. Potable water-City-wide;

Policy 1.5.6

The City shall establish a monitoring system to monitor the remaining capacity and deficiencies of the public facilities addressed in the Capital Improvements Element and to determine whether concurrency certificates shall be issued.

Policy 1.5.7

A concurrency certificate shall be required prior to the issuance of any final development permit. Final development permits shall contain a specific site plan for development including the densities and intensities of development.

EXHIBIT A – Underline / Strikethrough

CPA 03-16

City of St. Pete Beach

THE GOALS, OBJECTIVES AND POLICIES SECTION OF THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN IS AMENDED TO READ AS FOLLOWS:

VIII. Capital Improvements

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 1.1

Capital improvements will be provided to correct existing deficiencies, to accommodate desired future growth, and to replace worn out or obsolete facilities, as indicated in the five-year schedule of improvements which are designed to correct existing deficiencies identified in this element.

Policy 1.1.1

The City shall ~~maintain a Capital Improvements Advisory Committee for the purpose of~~ evaluate ing and establish priorities for ~~ranking, in order of priority,~~ projects proposed for inclusion in the five-year schedule of improvements.

Policy 1.1.2

The City shall annually develop and update a multi-year Capital Improvement Plan (CIP).

Policy 1.1.3

The City ~~of St. Pete Beach~~ shall adopt a Capital Improvements budget and amend its Five-Year ~~Schedule of Capital Improvements~~ Schedule on an annual basis.

Policy 1.1.4

Proposed capital improvement projects shall be evaluated and priorities established ~~and ranked in order of priority~~ according to the following guidelines:

- Project is needed to eliminate a proven or obvious hazard to public health and safety;
- Project is needed to fulfill a legal commitment by the City;
- Project is needed to preserve, maintain, refurbish, achieve full use, or replace existing facilities;
- Project will provide or bring an existing facility up to an adopted level of service;

- Project will increase efficiency or use of existing facilities, prevents or reduces future improvement cost, or provides service to all residents equitably;
- Project furthers policies adopted in other elements of this plan;
- Project needed to accommodate facility demands resulting from new development or re-development;
- Project will increase the economic base or quality of life of the residents;
- Budget impact of project, both capital and operating, will be considered and committee will consider financial feasibility of project; and
- Project will be reviewed for consistency with plans of other agencies having responsibility for public facilities within the jurisdiction.

Policy 1.1. 5

As appropriate, efforts shall be made to secure grants or private funds on a continuing basis whenever available to finance capital improvements.

Policy 1.1.6

It is the policy of the City of ~~St. Pete Beach~~ to set a capital improvements cost threshold of \$100,000 25,000 for projects to be included in the Capital Improvements Element of the City's adopted ~~of St. Pete Beach~~ Comprehensive Plan.

Policy 1.1.7

Existing and anticipated capacity deficiencies identified in other elements of this ~~Pplan~~ may be corrected according to the ~~Schedule of Capital Improvements adopted via Ordinance, through this policy of the City of St. Pete Beach Comprehensive Plan Capital Improvements Element~~ subject to the annual review of the CIE Capital Improvements Element by the City Commission. ~~Schedule of Capital Improvements FY 10 to FY 11.~~

Measure: Implementation of policies

	<u>FY 10 11</u>	<u>FY 11 12</u>	<u>FY 12 13</u>	<u>FY 13 14</u>	<u>FY 14 15</u>	<u>Total</u>
<u>Project</u>	<u>Street</u> <u>Rehabilitation</u> <u>±</u>	<u>Street</u> <u>Rehabilitation</u>	<u>Street</u> <u>Rehabilitation</u>	<u>Street</u> <u>Rehabilitation</u>	<u>Street</u> <u>Rehabilitation</u>	<u>Street</u> <u>Rehabilitation</u>
<u>Cost</u>	<u>290,325</u>	<u>290,325</u>	<u>290,325</u>	<u>304,838</u>	<u>304,838</u>	<u>1,480,651</u>
<u>Funding Source</u>	<u>General Fund,</u> <u>Transportation Impact Fees, Penny for Pinellas (local option sales tax)</u>	<u>General Fund,</u> <u>Transportation Impact Fees, Penny for Pinellas (local option sales tax)</u>	<u>General Fund,</u> <u>Transportation Impact Fees, Penny for Pinellas (local option sales tax)</u>	<u>General Fund,</u> <u>Transportation Impact Fees, Penny for Pinellas (local option sales tax)</u>	<u>General Fund,</u> <u>Transportation Impact Fees, Penny for Pinellas (local option sales tax)</u>	<u>General Fund,</u> <u>Transportation Impact Fees, Penny for Pinellas (local option sales tax)</u>

	<u>sales tax</u>					
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Objective 1.2

The City shall manage its debt in a manner to retain the integrity of its fiscal resources.

Policy 1.2.1

The City shall not incur any form of indebtedness that would result in reducing its ability to be rated for a bond issue.

Policy 1.2.2

The City shall confine long-term borrowing to capital improvements too large to be financed from current revenues.

Policy 1.2.3

The City Commission will only approve bond issues structured to be paid back within a period not to exceed the expected useful life of the capital project.

Policy 1.2.4

Where possible, special assessment, revenue, or other self-supporting bonds will be used instead of general obligation bonds.

Policy 1.2.5

Total debt service for general obligation debt shall not exceed 10 percent of net operating revenues.

~~Measures: Bond Rating; Implementation of policies~~

Objective 1.3

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

Policy 1.3.1

The City, through its representative on the Pinellas Planning Council, shall work with other governmental jurisdictions to establish a strategy to ensure that the entire cost of providing necessary capital facilities, at adopted levels of service, for any future development or redevelopment within the jurisdiction shall not be borne by existing residents.

Policy 1.3.2

The City shall coordinate with the County, other state agencies, water management district, and other municipalities that provide public facilities within the City's jurisdiction to ensure projects are funded in a fiscally equitable manner, apportioning the costs of growth among those who are responsible for it.

Policy 1.3.3

The City shall, when appropriate, collect impact fees in cooperation with other levels of government.

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 1.3.5

Land use decisions and available or projected fiscal resources shall be coordinated with the ~~schedule of e~~Capital iImprovements Schedule to ensure that level of service standards will be met.

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 ~~e~~Comprehensive pPlan.

~~Measure: Maintenance of Levels of Service~~

Objective 1.4

In recognition of the fact the community is located within the identified Coastal High Hazard Area, as redefined by Chapter 163.3178(2)(h), Florida Statutes, public expenditures that subsidize development in Coastal High Hazard Areas shall be limited, to the extent practical, to those improvements necessary to existing development or new development that is consistent with the adopted ~~with the~~ Future Land Use Map ~~adopted in 1998~~.

Policy 1.4.1

The City shall expend funds in Coastal High Hazard Areas only for existing development or new development that is consistent with the adopted Future Land Use Map.

~~Measure: Implementation of policy~~

Objective 1.5

~~The City of St. Pete Beach, in coordination with the School District, shall ensure that the capacity of public schools is sufficient to support the anticipated students from residential site plans and final residential subdivision approvals consistent with the adopted level of service standard for public schools.~~

Policy 1.5.1

~~The City of St. Pete Beach shall utilize the following level of service standard for public school facilities, which shall be applied consistently district-wide by the School District and by the local governments within Pinellas County that signed the Public Schools Interlocal Agreement (the partner local governments).~~

~~District-wide Level of Service Standard: Student enrollment plus vested students divided by Florida Inventory of School Houses (FISH) School Capacity plus additional capacity does not exceed 100 percent.~~

This level of service standard shall apply to each type of public school facility.

Policy 1.5.2

~~Amendments to the adopted level of service standard shall be accomplished using the procedure contained in the Public School Facilities Interlocal Agreement.~~

Policy 1.5.3

~~The School Capacity and Level of Service Report, prepared by the School District, approved by the School Board, and delivered to the City of St. Pete Beach no later than November 30th of each year, and as adjusted throughout the year based on the official student enrollment count of the fall semester and the estimated number of vested students, shall be utilized by the City of St. Pete Beach as the basis for assessing the existing level of service conditions and the available capacity within each Concurrency Service Area.~~

Policy 1.5.4

~~By December 1st of each year, the City of St. Pete Beach shall adopt by reference the School District's Five Year Work Program to ensure the level of service standard is achieved and maintained during the period covered by the five year schedule within the Capital Improvements Element.~~

Policy 1.5.5

~~The School Board, in coordination with the partner local governments, will use the procedure in the Public Schools Interlocal Agreement to annually update the District's Five Year Work Program to maintain a financially feasible capital improvements program that is able to achieve and maintain the adopted level of service standard within the period covered by the five year schedule.~~

Policy 1.5.6

~~The City of St. Pete Beach hereby adopts by reference the School District's Five Year Work Program for FY 2009/10 through 2013/14, as adopted by the School Board on September 15, 2009.~~

Objective 1.5.6

Concurrency Management - The City shall use level of service standards to measure the adequacy of existing public facilities and to ensure that future development will be served with adequate public facilities.

Policy 1.5.6.1

~~Pursuant to Chapter 163, F.S., and Chapter 9J-5, F.A.C., the City shall require that the City shall not issue any development permits for development unless the applicant or developer submits an application for concurrency, utilizing best available data and professionally accepted methodologies, as well as documentation from the facility provider, that demonstrates to the City's satisfaction that public facilities required by the subject development will be in place concurrent with the impacts of development. Furthermore, the applicant shall assure the City that the subject development will not reduce the level of service associated with public facilities serving the development below the adopted level of service standards. Public facilities for the~~

purpose of concurrency shall mean facilities related to traffic, drainage, solid waste, potable water, and wastewater, schools, and parks and recreation.

Policy 1.5 ~~6.2~~

The following criteria shall be used to determine when concurrency has been satisfied for potable water, sanitary sewer, solid waste, and drainage:

- a. The necessary facilities and services are in place at the time the development order is issued;
- b. A development order is issued subject to the conditions that the necessary facilities and services will be in place when the impacts of development occur; or
- c. At the time the development order is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, to be available when the impacts of development occur.

Policy 1.5 ~~6.3~~

~~The following criteria shall be used to determine when concurrency has been satisfied for recreation and parks:~~

- ~~a. The necessary facilities and services are in place or under construction within one year of the time the development order is issued; or~~
- ~~b. A development order is issued subject to the condition that the acreage to serve the new development is dedicated or acquired by the City, or that funds in the amount of the development's fair share are committed by the developer.~~

Policy 1.5 ~~6.3~~4

The following criteria shall be used to determine when concurrency has been satisfied for roads:

- a. The necessary facilities and services are in place or under construction at the time the development permit is issued;
- b. A development permit is issued subject to the condition that the necessary facilities and services needed to serve the new development are scheduled to be in place or under construction not more than three (3) years after the issuance of the development order, and the facilities and services are included in the City's five (5)-year schedule of capital improvements. The schedule of capital improvements may recognize and include transportation projects included in the first three (3) years of the Florida DOT five (5)-year work program; or
- c. At the time a development permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement to be available or under construction not more than three (3) years after the development permit is issued.

Policy 1.5 ~~6.4~~5

As part of the preparation of the five (5)-year schedule of capital improvements, the City shall prepare an annual report that details the capacity or deficiency of the following public facilities: roads, sanitary sewer, solid waste, drainage, potable water, and parks and recreation based on best available data from the service provider. The annual report shall, at a minimum, include the following information for each facility:

- a. Adopted level of service standard;
- b. Existing deficiency or capacity;

- c. Reserved capacity for approved, but un-built, development;
- d. Improvements to be made by all approved developments; and
- e. Improvements to be made by the City or any other governmental agency.

Policy 1.5 ~~6.6~~ 5

The City shall not issue a development permit within those areas of the City where public facilities do not meet the adopted level of service standards. The areas to be evaluated to determine whether public facilities meet the adopted level of service standard are described for each type of public facility, as follows:

- a. Roads -City-wide
- b. Sanitary sewer-City-wide;
- c. Solid waste- City-wide;
- d. Drainage- City-wide;
- e. Potable water-City-wide;
- f. ~~Parks and recreation -City wide; and~~
- g. ~~Schools - Concurrency Service Areas, consistent with the maps located in the Public School Facilities Element and interlocal agreement with Pinellas County.~~

Policy 1.5 ~~6.7~~ 6

The City shall establish a monitoring system to monitor the remaining capacity and deficiencies of the public facilities addressed in the Capital Improvements Element and to determine whether concurrency certificates shall be issued.

Policy 1.5 ~~6.8~~ 7

A concurrency certificate shall be required prior to the issuance of any final development permit. Final development permits shall contain a specific site plan for development including the densities and intensities of development.

Exhibit B

Ord. 2017-03

Letters of No Objection

Letter of Objection

Jennifer Bryla

From: Plan_Review (Shared Mailbox) <Plan.Review@dep.state.fl.us>
Sent: Tuesday, January 17, 2017 1:06 PM
To: Jennifer Bryla; DCPexternalagencycomments
Subject: St. Pete Beach 16-2ESR Proposed

To: Jennifer Bryla, Director

Re: St. Pete Beach 16-2ESR – Expedited Review of Proposed Comprehensive Plan Amendment

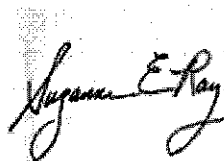
*Please note the new contact information below.

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Feel free to contact me at Suzanne.e.ray@dep.state.fl.us or (850) 717-9037 for assistance or additional information. Please send all amendments, both proposed and adopted, to plan.review@dep.state.fl.us or

Florida Department of Environmental Protection
Office of Intergovernmental Programs, Plan Review
2600 Blair Stone Rd. MS 47
Tallahassee, Florida 32399-2400





An Equal
Opportunity
Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

WaterMatters.org

Bartow Office

170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Office

6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Office

7601 U.S. 301 North (Fort King Highway)
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

Randall S. Maggard

Chair, Pasco

Jeffrey M. Adams

Vice Chair, Pinellas

Bryan K. Beswick

Secretary, DeSoto, Hardee,
Highlands

Ed Armstrong

Treasurer, Pinellas

H. Paul Senft, Jr.

Former Chair, Polk

Michael A. Babb

Former Chair, Hillsborough

John Henslick

Manatee

George W. Mann

Polk

Kelly S. Rice

Citrus, Lake, Levy, Sumter

Mark Taylor

Hernando, Marion

Michelle Williamson

Hillsborough

Vacant

Hillsborough, Pinellas

Vacant

Charlotte, Sarasota

Brian J. Armstrong, P.G.

Executive Director

January 24, 2017

Ms. Jennifer Bryla

City of St. Pete Beach

Community Development Office

155 Corey Avenue

St. Pete Beach, Florida 33706

Re: **St. Pete Beach 16-2ESR**

Dear Ms. Bryla:

The Southwest Florida Water Management District reviewed the referenced plan amendment, and concluded that comments are not necessary. Thank you for the opportunity to participate in this review. For purposes of our records, a copy of the adopted plan amendment would be appreciated. Should you have any questions or require further assistance, please do not hesitate to contact us.

Sincerely,

Trisha Neasman, AICP

Planning Lead

TN

cc: Ray Eubanks, DEO



Florida Department of Transportation

RICK SCOTT
GOVERNOR

11201 N. McKinley Drive
Tampa, Florida 33612

JIM BOXOLD.
SECRETARY

January 19, 2017

Ms. Jennifer C. Bryla, AICP, Director
Community Development Office
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

Re: St. Pete Beach Comprehensive Plan Amendment 16-2 ESR

Dear Ms. Bryla:

We have reviewed the City of St. Pete Beach proposed Comprehensive Plan (the Plan) Amendment 16-2 ESR according to Chapter 163, Florida Statutes, and our review guidelines. The Department is providing the following assessment.

Background St. Pete Beach is the southernmost barrier island community in Pinellas County. The 2010 estimate of population was 9,346 (US Census). The City (approximately two square miles) is comprised mostly of residential, commercial, recreation/open space and public/semi-public land uses. SR 682 (Pinellas Bayway), SR 693 (75th Avenue) and SR 699 (Gulf Boulevard) are the only three state facilities in the city.

Proposal: The City proposes to modify their Capital Improvements Element, said changes resulting "in the removal of antiquated reviewing agencies, removal of the Capital Improvements Schedule, and the removal of School and Recreation facilities from concurrency review." This has caused the deletion of one objective and seven policies and changes to one other objective and 11 policies. References to Measures are also being removed. Additionally, the Capital Improvement Schedule for FY 2017 through FY 2021 is being proposed to be adopted, the projects within which include library renovations, stormwater improvements and street and alley rehabilitation

Technical Assistance Comments: Because the Capital Improvement Schedule includes wastewater, sewer expansion, reclaimed water and, most notably, Gulf Boulevard Undergrounding projects, the Department notes that any work within FDOT right-of-way should obtain a permit from the District 7 Office. The only other comment the Department has is to inquire as to whether the reference to the Pinellas Planning Council (Policy 1.3.1) should be changed to Forward Pinellas.

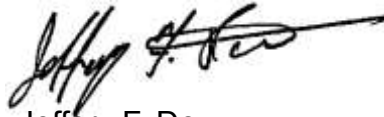
Ms. Jennifer Bryla

Page 2

January 19, 2017

Thank you for the opportunity to review this amendment. Please ensure that we receive a copy of the adopted amendment. Should you have any questions please do not hesitate to contact me at 813-975-6444 or at jeffery.dow@dot.state.fl.us.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffery F. Dow", with a long horizontal flourish extending to the right.

Jeffery F. Dow
LGCP Coordinator

cc: Ray Eubanks, Plan Processing Administrator, DEO
Waddah Farah, PDA Administrator, FDOT District 7
Daniel Santos, AICP, Growth Management Supervisor, FDOT District 7

FORWARD PINELLAS

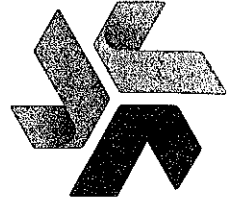
P: (727) 464.8250

F: (727) 464.8212

forwardpinellas.org

310 Court Street

Clearwater, FL 33756



December 22, 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 (CPA 03-16) for Consistency with the Countywide Rules

Dear Ms. Bryla,

Thank you for providing Council staff with the draft amendments to the comprehensive plan referenced above. Pursuant to Division 3.3 of the Countywide Rules, Council staff has reviewed the proposed amendments for consistency with the Countywide Rules, as follows:

- The amendments to the Comprehensive Plan's Capital Improvement Element are not governed by the consistency criteria of the Rules and therefore are not subject to the consistency provisions.

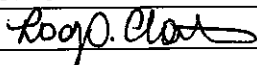
Thank you for transmitting these comprehensive plan amendments for review. Please note that upon adoption, a copy of the final ordinance as adopted, and any subsequent codification thereof, must be filed with us, so we can maintain a copy of your code. If you have any questions, please feel free to call me at 727-464-8250.

Sincerely,

Alicia Parinello
Program Planner

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

Countywide Rules Determination of Consistency

Type of amendment:	Comprehensive Plan
Submitted by:	St. Pete Beach
Date received:	December 19, 2016
Subject of amendment(s):	Amendments to the Capital Improvement Element
Consistency status:	The amendments to the Capital Improvement Element are not governed by the consistency criteria of the Rules and therefore are not subject to the consistency provisions.
Reviewed by:	Alicia Parinello
Approved by:	



LGCPAR

Local Government Comprehensive Plan Amendment Review

4000 Gateway Centre Boulevard, Suite 100, Pinellas Park, FL 33782
(727) 570-5151 / www.tbrpc.org

LOCAL GOVERNMENT:	<u>City of St. Pete Beach</u>
STATE LAND PLANNING AGENCY REFERENCE:	<u>DEO #16-2ESR</u>
LOCAL GOVT REFERENCE:	<u>CPA03-16</u>
AMENDMENT TYPE:	<u>Text</u>
ELEMENTS/SECTIONS AFFECTED:	<u>Capital Improvements</u>
DATE RECEIVED FROM LOCAL GOVERNMENT:	<u>12/22/2016</u>

LINK TO PROPOSED AMENDMENT TRANSMITTAL PACKAGE:

<https://papers.deo.myflorida.com/FloridaPapers/FlashAug16/Model/documentView.cfm?UserID=6239&AreaID=11&DocumentID=469657>

AMENDMENT INITIATED BY: Local government

SUMMARY OF THE PROPOSED AMENDMENT:

This proposed amendment would make edits/additions/deletions to the text and tables contained within the Capital Improvements Element of the City of St. Pete Beach Comprehensive Plan. Generally, the purpose of these edits is to bring the policies and language in the Capital Improvements Element up-to-date, by removing references to outdated reviewing agencies, removing the Capital Improvements Schedule, and removing schools and recreation facilities from concurrency review. References to Rule 9J-5, F.A.C., repealed with the passage of the Community Planning Act of 2011 by the Florida Legislature, are also proposed to be removed. Language with the Capital Improvements Element is also edited to reflect current city practices and add clarification to certain policies.

REVIEW COMMENTS:

Pursuant to section 163.3184(3)(b), *Florida Statutes*, Tampa Bay Regional Planning Council (TBRPC) staff has reviewed the proposed comprehensive plan amendments, and identified no adverse effects on regional resources or facilities as identified in *Future of the Region: A Strategic Regional Policy Plan for the Tampa Bay Region*. Additionally, no extrajurisdictional impacts were identified that would be inconsistent with the comprehensive plan of any affected local government.

Rick Scott
GOVERNOR



Cissy Proctor
EXECUTIVE DIRECTOR

January 19, 2017

The Honorable Maria Lowe
Mayor, City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, Florida 33706-1839

Dear Mayor Lowe:

The Department of Economic Opportunity has completed its review of the proposed comprehensive plan amendment for the City of St. Pete Beach (Amendment No. 16-2ESR), which was received on December 20, 2016. We have reviewed the proposed amendment pursuant to Sections 163.3184(2) and (3), Florida Statutes (F.S.), and identified no comment related to important state resources and facilities within the Department of Economic Opportunity's authorized scope of review that will be adversely impacted by the amendment if adopted.

The City is reminded that pursuant to Section 163.3184(3)(b), F.S., other reviewing agencies have the authority to provide comments directly to the City. If other reviewing agencies provide comments, we recommend the City consider appropriate changes to the amendment based on those comments. If unresolved, such comments could form the basis for a challenge to the amendment after adoption.

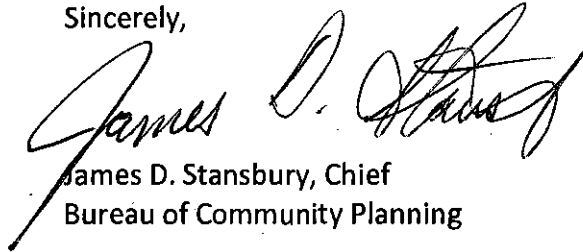
The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. Also, please note that Section 163.3184(3)(c)1, F.S., provides that if the second public hearing is not held within 180 days of your receipt of agency comments, the amendment shall be deemed withdrawn unless extended by agreement with notice to the Department of Economic Opportunity and any affected party that provided comment on the amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.floridajobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Valerie Jenkins, at (850) 717-8493, or by email at valerie.jenkins@deo.myflorida.com.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning

JDS/vj

Enclosure(s): Procedures for Adoption

cc: Ms. Jennifer C. Bryla, AICP, Director, Community Development, City of St. Pete Beach
Mr. Sean T. Sullivan, Executive Director, Tampa Bay Regional Planning Council

Jennifer Bryla

From: bamajda@aol.com
Sent: Tuesday, December 13, 2016 5:52 PM
To: Rebecca Haynes
Cc: Jennifer Bryla
Subject: Item number CPA #03-16

To: The Mayor and Commissioners of the City of St. Pete Beach:

My name is James Anderson and I own property at 301 41st Ave in the City of St Pete Beach, Florida.

I object to item number CPA #03-16. The Comprehensive Plan Amendment to the City's Capital Improvements Element.

James Anderson
301 41st Ave
St Pete Beach, FL 33706

Jennifer Bryla

From: Rebecca Haynes
Sent: Tuesday, February 14, 2017 4:01 PM
To: CityCommission
Cc: Jennifer Bryla; Wayne Saunders; Andrew Dickman
Subject: FW: Ordinances 2017-01 & 2017-03

Please refer to the correspondence below.

Rebecca

Rebecca C. Haynes, CMC
City Clerk
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706
727.363.9220
cityclerk@stpetebeach.org

From: bamajda@aol.com [<mailto:bamajda@aol.com>]
Sent: Tuesday, February 14, 2017 4:00 PM
To: Rebecca Haynes
Subject: Ordinances 2017-01 & 2017-03

To: The Mayor and Commissioners of the City of St. Pete Beach:

My name is James Anderson and I own property at 301 41st Ave in the City of St Pete Beach, Florida.

I object to Ordinances 2017-01 & 2017-03. The process followed for these ordinances does not meet Florida State Law.

James Anderson
301 41st Ave
St Pete Beach, FL 33706

Download SPBConnect at www.stpetebeach.org/spbconnect

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

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

Issue Considered: Ordinance No 2016-23 – Capital Improvements Schedule.

Date: February 28th, 2017

Prepared By: Jennifer Bryla– Community Development Director

Through: Wayne Saunders – City Manager

Summary of Issue This is an Ordinance adopting the 5-year Capital Improvements Schedule as provided for in Florida Statutes Chapter 163. Previously the City adopted the Schedule as a component of the Capital Improvements Element update. This update is an annual process reflecting priorities set by the Commission during the budgeting process.

Changes in legislation allow for local governments to remove the Schedule from the Element and adopt as an ordinance. This process will occur annually to reflect the changes in the years and any changes in funding or priorities that the Commission may set.

The Planning Board heard the Ordinance on December 13th at 2:00 and provided a recommendation of approval 4-0.

Requested Motion: “I move to approve Ordinance 2016-23 on final reading ”

Attachment: Agenda Report
Staff Report
Ordinance 2016-23

**Reviewed by the
City Manager**



	St. Pete Beach Planning Board 155 Corey Avenue St. Pete Beach, FL 33706 727-367-2735
2/28/2017	
Item Number Ord #2016-23 Type of Application Ordinance adopting the City's 5-year Capital Improvements Schedule consistent with the Capital Improvements Element of Comprehensive Plan Applicant City of St. Pete Beach Location City wide Project Planner Jennifer Bryla, AICP, Requested Action Recommendation of Approval to the City Commission for adoption. Staff Recommendation Approval City Commission First Reading (12/13/2016) approval 5-0	ITEM SUMMARY: This Ordinance is a result of a City initiated amendment to the Capital Improvement Element to reflect Legislative changes in chapter 163 FS. The Ordinance is removing the five year Capital Improvements Schedule from the Element; which will then be updated annually to reflect changes in adding years to maintain the five year Schedule. A similar Ordinance will be reviewed and prioritized by the Finance and Budget Committee, who then makes a recommendation to the City Commission as a component of the budgeting process. This change in how we manage the Schedule is directed by Florida Statutes 163.3177(3)(b) that allows the Schedule to be heard separate from a Comprehensive Plan Amendment. PUBLIC NOTICE: Notice of public hearing has been advertised as required by State Statutes. As of the date of this report, no oral or written comments have been received. Oral and written comments may be presented at the public hearing. COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE: The proposed Ordinance is consistent with the changes to the Comprehensive Plan's Capital Improvements Element as recently 

Second Reading (2/28/2016) Findings In its review of the proposed Ordinance, staff has determined: 1. The proposed application is consistent with Florida Statutes. 2. The proposed application is consistent with the Pinellas County Regional Policy Plan. 3. The proposed application is consistent with the intent of the St. Pete Beach Comprehensive Plan. 4. The proposed application is consistent with the intent of the LDC.	amended. The Ordinance is consistent with the intent strategies of the City's Land Development Code. Staff is concurrently updating Division 29, Concurrency to reflect changes resulting from the Capital Improvements Element changes. FINANCE AND BUDGET COMMITTEE: The Finance and Budget Committee will review and prioritize the five-year Capital Improvements Schedule on December 6th. The prioritization will be based on the criteria in the CIE Policy 1.1.4. There findings will be presented at the hearing. PLANNING BOARD: The Planning Board will review the Ordinance for consistency with the Comprehensive on December 13th. The Board heard the amendments to the Capital Improvements Element (CIE) on November 15th and recommended approval to transmit. Staff wanted to keep the two items on the same schedule for clarities sake. Final reading of the Ordinance will occur after reviewing agencies had an opportunity to comment on the CIE. The Planning Boards findings of the Ordinance will be presented at the Commission hearing. STAFF RECOMMENDATION: Upon review of the City's guiding documents and those of the County, staff recommends approval of 2016-0023.

Ordinance 2016-23

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ST PETE BEACH, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE CITY'S COMPREHENSIVE PLAN, ADOPTING THE APPROVED CAPITAL IMPROVMENTS SCHEDULE AS PER CH. 163.3177(3)(b) F.S. PROVIDING FOR PUBLICATION IN ACCORDANCE WITH THE REQUIREMENTS OF LAW; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City through the Finance and Budget committee reviewed and established priorities ranked Capital Improvement projects on July 14, 2016; and

WHEREAS, the City Commission approved and adopted the Capital Improvement Schedule through the public hearing process on September 20 for fiscal year 2017-21 as required by chapter 163 FS; and

WHEREAS, the City Commission of the City of St. Pete Beach believes that it is in the best interest of the City to update its Capital Improvements Schedule by Ordinance as provided by the Florida Statutes 163.3177(3)(b); and

WHEREAS, the City Commission believes careful planning of the five year Schedule is integral for understanding what infrastructure improvements are necessary to meet the basic needs of the citizens and visitors of St. Pete Beach; and

WHEREAS, the City Commission deems this ordinance is in the best interest, health, safety and welfare of the citizens and visitors of the City.

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

SECTION 1. Recitals. The above recitals ("Whereas" clauses) are hereby adopted as legislative findings, purpose and intent of the City Commission.

SECTION 2. The Capital Improvement Schedule for 2016 shall be as shown:

Project	2017	2018	2019	2020	2021	Total	Score
Street / Alley Rehabilitation	\$250,000	\$650,000	\$650,000	\$650,000	\$650,000	\$2,850,000	58.90
Blind Pass Road	\$5,731,017					\$5,731,017	53.20
Seawall Repairs	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000	48.15
Pass-A-Grille Way Reconstruction - Phase II	\$9,156,929					\$9,156,929	63.55
FDOT Landscaping	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$300,000	41.20
Upham Concession Strand Phase II	\$45,000					\$45,000	50.40
Crossovers			\$150,000	\$150,000		\$300,000	42.70
ADA Plan	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000	68.50
Don Vista	\$100,000					\$100,000	39.25
Library Repairs	\$365,065					\$365,065	54.6
Library Renovations	\$200,000					\$200,000	38.35
Gulf Boulevard Undergrounding	\$1,000,000	\$4,500,000				\$5,500,000	25.35
Playground Equipment Replacement		\$122,500	\$60,000			\$182,500	48.6
Gulf Winds Drive Reconstruction			\$650,000	\$2,000,000	\$1,750,000	\$4,400,000	49.10
PAG Restrooms		\$120,000				\$120,000	49.2
Hurley Field Renovation				\$177,500		\$177,500	47.65
Lift Station R & R	\$320,000	\$100,000	\$100,000	\$100,000	\$100,000	\$720,000	71.80
Wastewater I & I Repairs	\$2,200,000	\$1,300,000	\$500,000	\$300,000	\$300,000	\$4,600,000	78.05
Valve vault Repair	\$160,000	\$100,000				\$260,000	59.25
Sewer Expansion South	\$500,000	\$3,000,000	\$2,000,000			\$5,500,000	64.65
Sewer Expansion North	\$500,000	\$3,000,000	\$2,000,000			\$5,500,000	64.65
Reclaimed Water Improvements	\$25,000	\$200,000	\$200,000	\$200,000	\$200,000	\$825,000	54.55
Stormwater Improvements	\$175,000	\$600,000	\$600,000	\$600,000	\$600,000	\$2,575,000	48.50

SECTION 3. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 4. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 5. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 6. Effective Date. This Ordinance shall become effective immediately upon final passage and adoption.

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

Underlined words constitute additions to the City of St. Pete Beach City Code, ~~strikethrough~~ constitutes deletions from the original, and asterisks (***) indicate an omission from the existing text which is intended to remain unchanged.

Deborah Schechner, MAYOR

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.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

City Attorney
Andrew Dickman, Esq.

Underlined words constitute additions to the City of St. Pete Beach City Code, ~~striketrough~~ constitutes deletions from the original, and asterisks (***) indicate an omission from the existing text which is intended to remain unchanged.

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

Issue Considered: Ordinance No 2017-01 – Repeal and Replacement of Division 29 - Concurrency.

Date: February 28th, 2017

Prepared By: Jennifer Bryla– Community Development Director

Through: Wayne Saunders – City Manager

Summary of Issue The Ordinance repeals and replaces the language found in Division 29 of the City’s Land Development Code. The changes were required due to the changes in the Capital Improvements Element of the City’s Comprehensive Plan and to improve on the City’s Concurrency Monitoring Systems consistent with our guiding documents. The Ordinance was heard by the Planning Board on January 17th and received a recommendation of approval 5-0. The City Commission heard Ordinance 2017-01 for first reading and provided a vote of 5-0 in favor of the Ordinance.

Requested Motion: “I move to approve Ordinance 2017-01 on final reading. (read title)”

Attachment: Agenda Report
Staff Report
Ordinance 2017-01
Exhibit A- Underline / Strikethrough – Division 29

Reviewed by the City Manager WS

	St. Pete Beach City Commission 155 Corey Avenue St. Pete Beach, FL 33706 727-367-2735
2/28/2017	
Item Number Ord #2017-01 Type of Application Ordinance to repeal and replace Division 29 – Concurrency of the City’s Land Development Code Applicant City of St. Pete Beach Location City wide Project Planner Jennifer Bryla, AICP, Requested Action Approval of Ordinance 2017-01 on first reading. Staff Recommendation Approval Planning Board Approval 5-0 (Ohlhaber, Shavlin) with recommendation outlined City Commission First Reading (2/14/2017) Approval 5-0	ITEM SUMMARY: This Ordinance is a result of a City initiated amendment to the Capital Improvement Element to reflect Legislative changes in chapter 163 FS. The Ordinance is addressing the necessary updates to Division 29 – Concurrency. These changes coincide with the changes that have been made to the Capital Improvement Element and the Capital Improvement Schedule. In addition to removing the recreation and public school facility language, the changes also provide for a mechanism for the City to track development and Levels of Service that will then be document prior to the Capital Improvement Schedule adoption annually. These changes were permitted by changes in the Florida Statutes 163.3180 that allows for the removal of the cited components. PUBLIC NOTICE: Notice of public hearing has been advertised as required by State Statutes. As of the date of this report, no oral or written comments have been received. Oral and written comments may be presented at the public hearing. COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE: The proposed Ordinance is consistent with 

Findings

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

1. The proposed application is consistent with Florida Statutes.
2. The proposed application is consistent with the Pinellas County Regional Policy Plan.
3. The proposed application is consistent with the intent of the St. Pete Beach Comprehensive Plan.
4. The proposed application is consistent with the intent of the LDC.

the changes to the Comprehensive Plan's Capital Improvements Element as reviewed by this Board in November of 2016 and including, but not limited to the following Goals, Objectives and Policies:

FLUE Objective 3.3

The City shall assure that future developments are compatible with the topography, soil conditions and the availability of facilities and services.

TRAN 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.

INFRA 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.

CIE 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.

The Ordinance is consistent with the intent strategies of the City's Land Development Code.

PLANNING BOARD:

The Planning Board reviewed the Ordinance for consistency with the Comprehensive Plan on January 17, 2017. The Board made recommendation for approval with the following addition: second to last line of Exhibit A should read "*Capacity reservation shall be valid for 18 months or as outlined and in conjunction with a valid Developer's Agreement.*"

CITY COMMISSION:

The City Commission had first reading of proposed Ordinance 2017-01 on February 14, 2017 and provided an approval vote of 5-0.

STAFF RECOMMENDATION:

Upon review of the City's guiding documents and those of the County, staff recommends a recommendation of approval of 2017-001.

ORDINANCE #2017-01

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, REPEALING AND REPLACING DIVISION 29 OF THE LAND DEVELOPMENT CODE, CONCURRENCY MANAGEMENT, INCORPORATING LANGUAGE AS OUTLINED IN EXHIBIT A; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of St. Pete Beach Land Development Code implements the goals and policies of the City's Comprehensive Plan and encourages development when adequate system capacity is available to service such development; and

WHEREAS, the Concurrency is a matter of public policy that meet the criteria of the City of St. Pete Beach Comprehensive Plan and the Community Planning Act (F.S. 163.3161); and

WHEREAS, the City Commission has a commitment to preserve the services that are provided to all citizens and visitors within the City; and

WHEREAS, the City Commission recognizes the constraints that may occur to these services with development projects; and

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

Section 1. Recitals. The above recitals ("Whereas" clauses) are hereby adopted as legislative findings, purpose and intent of the City Commission.

Section 2. The Concurrency Management, Division 29 of the Land Development Code, is repealed and replaced in its entirety as illustrated in "Exhibit A".

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

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

Section 5. This Ordinance shall become effective within 30 days of adoption.

PASSED ON FIRST READING _____, a.d. 2017

PASSED ON SECOND AND FINAL READING _____, a.d. 2017

ORDINANCE #2017-01

MAYOR Deborah Schechner

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 _____, 2017.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

City Attorney
Andrew Dickman, Esq.

Exhibit A

DIVISION 29 - CONCURRENCY MANAGEMENT^[1]

Footnotes:

--- (1) ---

Editor's note—Ord. No. 2006-04, § 1, adopted Jan. 24, 2006, amended Div. 29, in its entirety, to read as herein set out. Prior to inclusion of said ordinance, Div. 29 pertained to similar subject matter. See also the Table of Amendments.

Sec. 29.1. - Purpose and declaration of public policy.

- (a) The city commission declares as a matter of public policy that the concurrency requirements of the Local Government Comprehensive Planning and Community Planning Act [F.S. § 163.3180 et seq.] are a public necessity, and are important in the protection and enhancement of the quality of life in the city as well as the county and the state.
- (b) The purpose of this division is to ensure the availability of public facilities and the adequacy of those facilities at adopted levels of service concurrent with the impacts of development. This intent is implemented by means of a concurrency management system which shall measure the potential impact of a development permit application upon the adopted minimum acceptable level of services, as provided in the Capital Improvements Element of the Comprehensive Plan.

(Ord. No. 2006-04, § 1, 1-24-06)

Sec. 29.2. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Acceptance of completed application means the application for a development order or development permit has been reviewed for completeness and found to have the adequate information necessary to allow continuing the review of the application.

Capital improvement means physical assets constructed or purchased to provide, improve, or replace a public facility; generally large scale, high in cost, nonrecurring, and which may require multi-year financing.

Certificate of concurrency means the document issued by the city manager certifying the concurrent availability of required public infrastructure and services. At a minimum, the certificate of concurrency shall provide information on the following:

- (1) Type of proposal.
- (2) Development potential, including site acreage, number of residential units, number of transient lodging units, nonresidential use, type of development, and building square footage.
- (3) Individual public facilities reports from the concurrency management team, if required.

- (4) Level of service capacity status review, if required.
- (5) Permitted impacts for each public facility and service, where applicable.
- (6) The date of issuance of certificate of concurrency.

CIE means the capital improvement element of the city's adopted comprehensive plan.

Concurrency means the provision of the necessary public facilities and services required to maintain the adopted level of service standards at the time the impacts of development occur.

Concurrency management system means the procedures and/or process that the city will utilize to assure that development orders and permits are not issued unless the necessary facilities are available concurrent with the impacts of development.

Concurrency management team means the city staff directed by the city manager to administer and manage the concurrency determination process.

Concurrency monitoring system means the data collection, processing, and analysis performed by the city to determine impacts on the established levels of service for potable water, sanitary sewer, drainage, solid waste, , and roads. For traffic circulation: data collection, processing and analysis will be utilized to determine traffic concern areas and traffic restriction areas in addition to impacts on the established levels of service. The traffic circulation data maintained by the concurrency management monitoring system shall be the most current information available to the city.

Development means the construction, reconstruction, redevelopment, conversion, structural alteration, relocation or enlargement of any structure; excavation, landfill or land disturbance, and use, change of use or expansion of the use of the land.

Development order means any order granting, denying, or granting with conditions, an application for development.

Development permit means any building permit, zoning permit, subdivision approval, certification, conditional use, variance, or any other official action of local government having the effect of permitting the development of the land.

FDOT means the Florida Department of Transportation.

Financial feasibility means that sufficient revenues are currently available or will be available from committed funding sources for the first three years, or will be available from committed or planned funding sources for years four and five, of a five-year capital improvement schedule for financing capital improvements, such as ad valorem taxes, bonds, state and federal funds, tax revenues, impact fees, and developer contributions, which are adequate to fund the projected costs of the capital improvements identified in the comprehensive plan necessary to ensure that adopted level-of-service standards are achieved and maintained within the period covered by the five-year schedule of capital improvements. Level of service (LOS) means an indicator of the extent or degree of service provided by, or proposed to be provided by, a facility based on and related to the operational characteristics of the facility. Level of service shall indicate the capacity per unit of demand for each public facility.

Proportionate fair share is a provision that allows for development projects to mitigate the impacts thereof through "fair-share" contributions to facilities identified for capacity improvements in the capital improvements schedule.

Public facilities and services means those facilities and services included in the St. Pete Beach Comprehensive Plan required by F.S. § 163.3177, and for which level of service standards have been adopted.

Remodeling as defined in the Florida Building Code, Chapter 4, Section 423.5., means the changing of existing facilities by rearrangement of space and/or change of use.

Renovations as defined in the Florida Building Code, Chapter 4, Section 423.5., means the rejuvenating or upgrading of existing facilities by installation or replacement of materials and equipment. The use and occupancy of the spaces remain the same.

Residential approval means a residential site plan or a final residential subdivision approval.

School board means the elected body presiding over the schools of Pinellas County, responsible for exercising all of the powers and duties associated with the District schools, in accordance with F.S. Ch. 1001.

Significantly degrade means a peak hour increase in traffic volume of five percent or a decrease in average travel speed of ten percent. This criteria shall be the means of evaluating the transportation impacts in traffic restriction areas upon roadway levels of service.

SIS means strategic intermodal system.

Traffic concern area means an area within which the level of service for a given road facility has been determined by data from the concurrency management monitoring system to have reached a level of service D during the peak hour or is expected to reach a level of service E or worse during the peak hour in the next five years and no construction improvements are planned in the next five years.

Traffic restriction area means an area in which the level of service for a given road facility has been determined by data from the concurrency management monitoring system to be below the acceptable level of service adopted in this article.

Transportation concurrency means transportation facilities needed to serve new development shall be in place, or under actual construction, within three years after the city approves a building permit or its functional equivalent that results in traffic generation.

Volume-to-capacity (v/c) ratio means the rate of traffic flow of an intersection approach or group of lanes during a specific time interval divided by the capacity of the approach or group of lanes. Volume-to-capacity ratios provide a measure of traffic congestion and are utilized in the concurrency management system to identify congested road segments and to minimize the transportation impacts of development projects that affect them.

(Ord. No. 2006-04, § 1, 1-24-06; Ord. No. 2007-01, § 1, 1-23-07; Ord. No. 2009-05, § 1, 4-28-09)

Sec. 29.3. - Levels of service adopted by reference.

The adopted levels of service standards, as stated in the City Comprehensive Plan, for public facilities and services are hereby adopted by reference.

(Ord. No. 2006-04, § 1, 1-24-06)

Sec. 29.4. - General requirements.

- (a) A certificate of concurrency shall be required prior to the issuance of any development permit for a non-exempt development project. The City of St. Pete Beach shall not issue any development order (excluding future land use or zoning map amendments) or building permit for any project that results in a reduction of the level of service requirements established and adopted in the City of St. Pete Beach Comprehensive Plan. An applicant must prepare and complete an application for a certificate of concurrency including an infrastructure study as determined to be necessary by the Technical Review Committee. If a development will require more than one development permit, the issuance of a certificate of concurrency shall occur prior to the issuance of the initial permit. Upon request by applicants, a preliminary concurrency review shall be performed and a conditional certificate of concurrency may be issued. This conditional certificate shall not be binding upon the city and shall only be effective for the year in which the annual concurrency monitoring report was issued. Only those certificates of concurrency issued for development permits shall be binding. Applicants may be charged a fee established by the city commission for certificates of concurrency.

- (1) Application for development. The property owner, or authorized representative, must provide a complete application for development containing the required documentation for the specific development order or permit. The Technical Review Committee shall then review the application for completeness in a timely manner to ensure that the required information is sufficient to accept the application and continue its review.
- (2) Development review. When the application for development has been accepted, it shall be processed and reviewed for impacts of the development on the public facilities and services identified in this division.
- (3) Concurrency review. The concurrency review shall compare the available and reserved capacity of the facility or service to the demand projected for the proposed development. The available capacity shall be determined by adding the total of the existing excess capacity and the total future capacity of any proposed construction or expansion that meets the requirements of section 29.6. The levels of service (LOS) of all facilities and services must be sufficient before a development permit can be issued.
 - a. Traffic restriction and traffic concern areas. Traffic restriction and concern areas shall be designated on an annual basis at the time the annual concurrency monitoring report is issued. These areas will be designated based on the criteria defined in section 29.2. Applications for development permits within these areas may require detailed traffic studies.
 1. If the development is found to be in a traffic restriction area, a traffic study shall be required. If the traffic study indicates that the affected roadway is not significantly degraded, the project will be found concurrent for traffic.
 2. If the development is found to be in a traffic concern area, a traffic study may be required. If the traffic study indicates that the affected roadway LOS may be lowered below the adopted LOS, the project will be found concurrent for traffic only if provisions and measures are attached as conditions to prevent the reduction of the LOS.
 3. If the development is found to be in a traffic restriction or traffic concern area and the traffic study indicates that the affected roadway is significantly degraded, the project will be found concurrent for traffic only if provisions and measures are attached as conditions to prevent the significant degradation of the affected roadway.
 4. If the development is not found to be in a traffic restriction or traffic concern area but the estimated traffic volumes resulting from the development degrade the peak hour LOS below the adopted LOS standard, the project will be found concurrent for traffic only if mitigation provisions are attached as conditions to prevent the degradation of the affected roadway below the adopted LOS standard.
- (4) Certificate of concurrency.
 - a. The certificate of concurrency shall indicate the date of issuance and shall automatically expire simultaneously with the expiration of the development permit to which it applies. In the event that a time extension is requested prior to the expiration of the development permit, then the accompanying certificate of concurrency may be renewed upon determination by the Technical Review Committee that the conditions of concurrency will still be met.
 - b. Any development order or permit that is issued within the effective period of a validly issued certificate of concurrency shall be vested for the purposes of concurrency until the expiration of that development order or permit, provided that development commences within the validity period of the development order or permit and continues in good faith.
- (5) Development order or development permit compliance.

- a. Any development orders and development permits approved and issued after the effective date of this division shall be based upon and in compliance with the certificate of concurrency issued for that application.
- (b) The burden of showing compliance with the adopted levels of service and meeting the concurrency evaluation shall be upon the applicant. For non-exempt development orders or projects, the applicant shall prepare and submit an infrastructure study that determines the extent of any degradation of the infrastructure below the adopted levels of service unless determined unnecessary by the City's Technical Review Committee based on an evaluation of potential impact relative to the nature, size, type, and location of the proposed development project or land use amendment application. Mitigation fees and/or physical or operational improvements determined to be reasonably required in proportion to the impacts caused by the increased density and/or intensity of new development in consideration of the long-term concurrency management plan of the local government who owns and operates the facility or system, shall be stipulated as conditions of approval as part of the development order. The Technical Review Committee shall document its findings pertaining to its review.

(Ord. No. 2006-04, § 1, 1-24-06; Ord. No. 2015-22, § 6, 12-15-15)

Sec. 29.5. - Exemptions.

The following developments are exempt from the requirements of this division in accordance with the provisions of F.S. § 163.3180:

- (1) Final approved development orders relating to a development of regional impact (DRI) project, pursuant to F.S. Chapter 380.
- (2) All single-family homes built upon individual zoning lots.
- (3) Any development which can be demonstrated to represent no net increase in density or intensity of land use as compared to the immediately previous use of the development site.

(Ord. No. 2006-04, § 1, 1-24-06)

Sec. 29.6. - Minimum requirements for concurrency.

An application for a development permit and/or order must comply with the following minimum concurrency requirements for each of the following public facilities and services:

- (a) For potable water, sanitary sewer, solid waste, and drainage one of the following are the minimum standards that must be met to satisfy the concurrency requirement:
 - (1) The necessary facilities and services are in place at the time a development permit or order is issued;
 - (2) A development permit or order is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur;
 - (3) The necessary facilities are under construction at the time a permit or order is issued;
 - (4) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to F.S. § 163.3220, or an agreement or development order issued pursuant to F.S. Chapter 380.
- (b) For recreation and open space, one of the following are minimum standards that must be met to satisfy the concurrency requirement:
 - (1) Compliance with the standards in subsections (a)(1)—(4) of this section;

- (2) At the time the development permit or order is issued, the necessary facilities and services are the subject of a binding executed contract which provides for the commencement of the actual construction of the required facilities, or the provision of services within one year of the issuance of the development permit or order;
 - (3) The necessary facilities and services are guaranteed in an enforceable development agreement which requires the commencement of the actual construction of facilities or the provision of services within one year of the issuance of the applicable permit or order. An enforceable development agreement may include, but is not limited to, development agreements pursuant to F.S. § 163.3220 or an agreement or development order issued pursuant to F.S. Chapter 380.
- (c) For roads and mass transit, where the city has committed to provide the necessary public facilities and services in accordance with the five-year schedule of capital improvements, the city will satisfy the concurrency requirement by complying with the standards in subsections (a)(1)—(4) and (b)(2) of this section and by assuring that the following provisions are met:
- (1) The capital improvements element and schedule of capital improvements, in addition to meeting all of the other statutory and rule requirements, is financially feasible. The schedule of capital improvements may include those projects included in the county capital improvement element or in the first three years of the adopted state department of transportation five-year work program.
 - (2) The five-year schedule of capital improvements which includes both necessary facilities to maintain the adopted level of service standards to serve the new development proposed to be permitted and the necessary facilities and services required to eliminate that portion of existing deficiencies which are a priority to be eliminated during the five-year period.
 - (3) A financially feasible funding system based on currently available revenue sources which is adequate to fund the public facilities and services required to serve the development authorized by the development order and development permit and which are included in the five-year schedule of capital improvements.

(Ord. No. 2006-04, § 1, 1-24-06)

Sec. 29.7. - Action upon failure to show available capacity.

Where available capacity cannot be shown, the following methods may be used to maintain adopted level of service:

- (a) A plan amendment which limits the adopted level of service standard for the affected facilities and/or services.
- (b) A binding executed contract between the city and the applicant to provide the necessary improvements.
- (c) An enforceable development agreement, which may include, but is not limited to, development agreements pursuant to F.S. § 163.3220.
- (d) A change in the funding source.
- (e) A reduction in the scale or impact of the proposed development.
- (f) Phasing of the proposed project.
- (g) Transportation management or restriction programs that reduce the traffic impact of the development by mandating the use of mass transit, increasing effective roadway capacity, shifting the effects on peak hour, etc.

(Ord. No. 2006-04, § 1, 1-24-06)

Sec. 29.8. - Concurrency annual monitoring report.

- (a) On an annual basis, the city manager shall prepare a concurrency annual monitoring report. The city manager shall convey such annual report to the city commission.
- (b) The city manager shall establish and maintain a concurrency monitoring system for the purpose of monitoring the status of public facilities and services, and to be used in the establishment of each annual report.
- (c) The concurrency annual report shall be issued every year and will be effective for one year. Nothing herein precludes the issuance and effectiveness of more frequent concurrency reports, if updating or correction is deemed necessary, including but not limited to circumstances where: errors are noted; the impact of issued development orders, as monitored by the city manager, indicates a degradation to the adopted level of service; or where changes in the status of capital improvement projects changes the underlying assumptions of the concurrency annual report.
- (d) Under no circumstances will a more frequent concurrency report divest those rights acquired by a preceding concurrency annual report, except where a known danger exists to the health, safety or welfare of the general public.
- (e) The concurrency annual report shall include, at a minimum, a review of the levels of service and capacity for all the adopted levels of service standards included in the Comprehensive Plan.

(Ord. No. 2006-04, § 1, 1-24-06)

Sec. 29.9. - Providing for intergovernmental coordination.

- (a) The city as the provider of public facilities or services to other government entities.
 - (1) The city shall provide services to other local government entities within the county in accordance with the policies included in the Comprehensive Plan. The city shall administer this division such that the development in those areas shall be consistent with the comprehensive plan and implementing ordinance.
 - (2) The city shall require that all proposed development within these other local government entities which require city services be submitted to the city manager to disseminate the proposal to the appropriate review personnel. A certificate of concurrency from the city shall be required for any public facility or services provided by the city to any local government in which a permit or order is proposed to be issued.
- (b) The city as the recipient of public facilities or services from other government entities.
 - (1) The city shall recognize the level of service provided by other governmental entities who provide services or facilities to the city in accordance with the policies of the comprehensive plan. The city shall ensure that all development within its area shall be in accordance with such policies as identified in the comprehensive plan.
 - (2) The city shall work with other governmental entities to ensure appropriate intergovernmental coordination. Appropriate methodology for tracking concurrency will be coordinated with these other governmental entities.

(Ord. No. 2006-04, § 1, 1-24-06)

Sec. 29.10. - Providing for adequate funding.

The capital improvement element of the comprehensive plan was designed to meet requirements of the state law mandating that local governments provide sufficient capacity of public facilities concurrent with development.

(Ord. No. 2006-04, § 1, 1-24-06)

Sec. 29.11. - Enforcement.

- (a) Violations of this division shall be subject to prosecution and punishment pursuant to section 1-14 of the Code of Ordinances.
- (b) In addition to the penalties provided by subsection (a) of this section for violation of this division, any violation of this article shall be subject to appropriate civil action in the court of appropriate jurisdiction.

(Ord. No. 2006-04, § 1, 1-24-06)

Sec. 29.12. - Proportionate fair share program.

(a) General requirements.

- (1) An applicant may choose to satisfy the transportation concurrency requirements of the city by making a proportionate fair-share contribution, pursuant to the following requirements:
 - a. The proposed development is consistent with the comprehensive plan and applicable land development regulations; and
 - b. The five-year schedule of capital improvements for St. Pete Beach includes a transportation improvement(s) that, upon completion, will mitigate the transportation impacts of the proposed development in accordance with the requirements of this subsection.
- (2) The applicant may also choose to satisfy transportation concurrency by contributing to an improvement that, upon completion, will satisfy the requirements of this subsection, but that is not contained in the Schedule where the following apply:
 - a. St. Pete Beach adopts, by resolution or ordinance, a commitment to add the improvement to the schedule no later than the next regularly scheduled update. To qualify for consideration under this subsection, the proposed improvement must be determined to be consistent with the comprehensive plan, and in compliance with the provisions of this subsection. b. If the funds allocated for the Schedule are insufficient to fully fund construction of a transportation improvement required for the applicant to comply with the terms of this subsection, the city may enter into a binding proportionate fair-share agreement with the applicant authorizing construction of that amount of development on which the proportionate fair-share is calculated if the proportionate fair-share amount in such agreement is sufficient to pay for one or more improvements which will significantly benefit the impacted transportation system.
 - c. The improvement or improvements funded by the proportionate fair-share component must be adopted into the Schedule.
 - d. Any improvement project proposed to meet the applicant's fair-share obligation must meet design standards of the city, county and FDOT as applicable.

(b) Proportionate fair share mitigation agreement.

- (1) Upon notification that a proposed development project is subject to transportation concurrency regulations and is eligible to participate in the proportionate fair share program, the applicant shall be notified in writing of such during the site plan review process pursuant to Section 5.1 of Division 5 herein..
- (2) If the applicant chooses to exercise this concurrency option, a meeting shall be held to discuss eligibility, application submittal requirements, potential mitigation options, and related issues. If

the impacted facility is on the SIS, then the FDOT will be notified and invited to participate in the meeting.

- (3) Pursuant to F.S. § 163.3180(16)(e), proposed proportionate fair-share mitigation for development impacts to facilities on the SIS requires the concurrence of the FDOT. Therefore, agreements involving improvements to SIS facilities will require approval by FDOT.
- (4) After a mitigation project is identified and agreed upon by the city, the applicant and FDOT (if the project affects an SIS facility), a proposed proportionate fair-share obligation and binding agreement will be prepared by the city or the applicant with direction from the city. The final agreement will become a part of the site plan submittal which will be delivered to the appropriate parties for review. Final approval of the site plan and agreement rests with the city manager.

(c) Determining proportionate fair-share obligation.

- (1) The proportionate fair-share obligation shall be based on the impact a development has on a transportation facility as determined by a traffic impact analysis that assesses the volume of traffic generated by the proposed development.
- (2) A facility shall be considered impacted when the net trips generated by the proposed development meets or exceeds five percent of the facility's peak hour capacity.
- (3) Should the impacted facility be operating at an LOS that meets the locally adopted LOS standard, it would not be eligible for the application of proportionate fair share provisions.
- (4) Should the impacted facility be operating at a substandard LOS based on existing conditions or as a result of the impacts of a proposed development, the facility would be identified as eligible for proportionate fair share provisions and the applicant would be notified as such.
- (5) Proportionate fair-share mitigation for concurrency impacts may include, without limitation, separately or collectively, private funds, contributions of land, and construction and contribution of facilities.
- (6) A development shall not be required to pay more than its proportionate fair-share. The fair market value of the proportionate fair-share mitigation for the impacted facilities shall not differ regardless of the method of mitigation.
- (7) The methodology used to calculate an applicant's proportionate fair-share obligation shall be as provided for in F.S. § 163.3180(12), as follows:

The cumulative number of trips from the proposed development expected to reach roadways during peak hours from the complete build out of a stage or phase being approved, divided by the change in the peak hour maximum service volume (MSV) of roadways resulting from construction of an improvement necessary to maintain the adopted LOS, multiplied by the construction cost, at the time of developer payment, of the improvement necessary to maintain the adopted LOS.

OR

Proportionate Fair-Share = $\sigma \left[\frac{(\text{Development Trips}_{\text{sub}\text{sub}})}{(\text{SV Increase}_{\text{sub}\text{sub}})} \right] \times \text{Cost}_{\text{sub}\text{sub}}$

Where:

Development Trips_{subsub} = Those trips from the stage or phase of development under review that are assigned to roadway segment "i" and have triggered a deficiency per the CMS;

SV Increase_{subsub} = Service volume increase provided by the eligible improvement to roadway segment "i";

Cost_i = Adjusted cost of the improvement to segment "i". Cost shall include all improvements and associated costs, such as design, right-of-way acquisition, planning, engineering, inspection, and physical development costs directly associated with construction at the anticipated cost in the year it will be incurred.

- (8) For the purposes of determining proportionate fair-share obligations, the city shall determine improvement costs based upon the actual cost of the improvement as obtained from the MPO transportation improvement program. Where such information is not available, improvement cost shall be determined using one of the methods described below.
 - a. An analysis by the city of construction costs that incorporates data from recent projects and is updated annually; or
 - b. The most recent issue of FDOT transportation costs, as adjusted based upon the type of cross-section (urban or rural); locally available data from recent projects on acquisition, drainage and utility costs; and significant changes in the cost of materials due to unforeseeable events. Cost estimates for state road improvements not included in the adopted FDOT work program shall be determined using this method in coordination with the FDOT district.
 - (9) The value of a proportionate fair share mitigation project proposed by the applicant and accepted by the city shall be determined using one of the methods provided in this subsection.
 - (10) The city may also accept right-of-way dedication for the proportionate fair-share payment credit for the dedication shall be based on fair market value established by an independent appraisal approved by the city and at no expense to the city. The applicant shall supply a drawing and legal description of the land and a certificate of title or title search of the land to the city at no expense to the city. If the estimated value of the right-of-way dedication proposed by the applicant is less than the estimated total proportionate fair-share obligation for that development, then the applicant must also pay the difference.
- (d) Impact fee credit for proportionate fair-share mitigation.
- (1) Proportionate fair-share contributions shall be applied as a credit against impact fees consistent with the terms of the impact fee section of section 41.6 of the Land Development Code.
 - (2) Impact fee credits for the proportionate fair-share contribution will be determined when the transportation impact fee obligation is calculated for the proposed development. Impact fees owed by the applicant will be reduced per the proportionate fair-share agreement as they become due per the impact fee section of section 41.6 of the Land Development Code. If the applicant's proportionate fair-share obligation is less than the development's anticipated road impact fee for the specific stage or phase of development under review, then the applicant or its successor must pay the remaining impact fee amount to the city.
- (e) Proportionate fair-share agreements.
- (1) Upon execution of a proportionate fair-share agreement, the applicant shall receive transportation concurrency approval or functional equivalent. Should the applicant fail to apply for a development permit in accordance with section 29.4(1), then the agreement shall be considered null and void, and the applicant shall be required to reapply.
 - (2) Payment of the proportionate fair-share contribution is due in full prior to issuance of the final development order or recording of the final plat and shall be non-refundable. If the payment is submitted more than 12 months from the date of execution of the agreement, then the proportionate fair-share cost shall be recalculated at the time of payment based on the best estimate of the construction cost of the required improvement at the time of payment, pursuant to section 29.11(c) and adjusted accordingly.
 - (3) All proportionate fair share mitigation improvements authorized under this subsection must be completed prior to issuance of a development permit, or as otherwise established in a binding agreement that is accompanied by a security instrument that is sufficient to ensure the

completion of all required improvements. It is the intent of this subsection that any required improvements be completed before issuance of building permits or certificates of occupancy.

- (4) Dedication of necessary right-of-way for facility improvements pursuant to a proportionate fair-share agreement must be completed prior to issuance of the final development order or recording of the final plat.
 - (5) Any requested change to a development project subsequent to a development order may be subject to additional proportionate fair-share contributions to the extent the change would generate additional traffic that would require mitigation.
 - (6) Applicants may submit a letter to withdraw from the proportionate fair-share agreement at any time prior to the execution of the agreement.
 - (7) The city may enter into proportionate fair-share agreements for selected corridor improvements to facilitate collaboration among multiple applicants on improvements to a shared transportation facility.
- (f) Appropriation of fair-share revenues.
- (1) Proportionate fair-share revenues shall be placed in the appropriate project account for funding of scheduled improvements in the CIE, or as otherwise established in the terms of the proportionate fair-share agreement. Proportionate fair-share revenues may be used for operational improvements prior to construction of the capacity project from which the proportionate fair-share revenues were derived. Proportionate fair-share revenues may also be used as the 50 percent local match for funding under the FDOT Transportation Regional Incentive Program (TRIP).
 - (2) In the event a scheduled proportionate fair share improvement is removed from the CIE, then the revenues collected for its construction may be applied toward the construction of another improvement within the same corridor or planning sector that would mitigate the impacts of development pursuant to the requirements of section 29.11(a)(2)b.
 - (3) Where an impacted facility has been designated as a regionally significant transportation facility in an adopted regional transportation plan, the city may coordinate with other impacted jurisdictions and agencies to apply proportionate fair-share contributions and public contributions to seek funding for improving the impacted regional facility under the FDOT TRIP. Such coordination shall be ratified by the city through an interlocal agreement that establishes a procedure for earmarking the developer contributions for this purpose.
 - (4) Where an applicant constructs a transportation facility that exceeds their proportionate fair-share obligation calculated under section 29.11(c)(7), the city shall reimburse them for the excess contribution using one or more of the following methods:
 - a. An impact fee credit account may be established for the applicant in the amount of the excess contribution, a portion or all of which may be assigned and reassigned under the terms and conditions acceptable to the city.
 - b. An account may be established for the applicant for the purpose of reimbursing the applicant for the excess contribution with proportionate fair-share payments from future applicants on the facility.
 - c. The city may compensate the applicant for the excess contribution through payment or some combination of means acceptable to the city and the applicant.
- (g) Cross jurisdictional impacts.
- (1) In the interest of intergovernmental coordination and to reflect the shared responsibilities for managing development and concurrency, the city may enter into an agreement with one or more adjacent local governments to address cross jurisdictional impacts of development on multi-jurisdictional transportation facilities. The agreement shall provide for application of the

methodology in this subsection to address the cross jurisdictional transportation impacts of development.

- (2) A development application submitted subject to transportation concurrency requirements and meeting all of the criteria listed below shall be subject to this subsection.
 - a. All or part of the proposed development is located within an area or corridor designated by an adjacent local government where development projects are subject to transportation concurrency requirements in accordance with their respective land development codes.
 - b. If the additional traffic from the proposed development would use five percent or more of the adopted peak hour LOS maximum service volume of a multi-jurisdictional transportation facility within the concurrency jurisdiction of the adjacent local government ("impacted multi-jurisdictional facility").
 - c. The impacted multi-jurisdictional facility is projected to be operating below the level of service standard, adopted by the adjacent local government, when the traffic from the proposed development is included.
- (3) Upon identification of an impacted multi-jurisdictional facility, the city shall notify the applicant and the affected adjacent local government in writing of the opportunity to derive an additional proportionate fair-share contribution, based on the projected impacts of the proposed development on the impacted adjacent facility.
- (4) The adjacent local government shall have up to 90 days in which to notify the city of a proposed specific proportionate fair-share obligation, and the intended use of the funds when received. The adjacent local government must provide reasonable justification that both the amount of the payment and its intended use comply with the requirements of F.S. § 163.3180. Should the adjacent local government decline proportionate fair-share mitigation under this subsection, then the provisions of this subsection would not apply and the applicant would be subject only to the proportionate fair share requirements of the city.
- (5) If the subject application is subsequently approved by the city, the approval shall include a condition that the applicant provides, prior to the issuance of any building permit covered by that application, evidence that the proportionate fair-share obligation to the adjacent local government has been satisfied.

29.13 Concurrency Monitoring System

The Community Development Department (in cooperation with the Building Official) shall be responsible for monitoring development activity to ensure that all development is consistent with the criteria outlined herein. All existing and committed development and its impact on the current facility capacity subject to level-of-service standards shall be documented. Monitoring of the systems shall occur at a minimum prior to the adoption of the Capital Improvements Schedule and shall include:

- a) All changes in zoning districts.
- b) A summary of all building permits
- c) A summary of all demolition permits
- d) Summary of all certificates of occupancy
- e) A summary of systems and the impacts incurred.

Compliance with the City's existing Levels of Service will be calculated and capacity reserved at the time of final action of an approved site plan or building permit if no site plan is required. If no site plan is required, or an enforceable Developers Agreement then

capacity shall be reserved at the time of final action. Capacity reservation shall be valid for 18 months or as outlined and in conjunction with a valid Developer's Agreement. If construction is not initiated during this period, the reservation shall be terminated.

Exhibit A – Underline / Strikethrough

DIVISION 29 - CONCURRENCY MANAGEMENT^[1]

Footnotes:

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Editor's note—Ord. No. 2006-04, § 1, adopted Jan. 24, 2006, amended Div. 29, in its entirety, to read as herein set out. Prior to inclusion of said ordinance, Div. 29 pertained to similar subject matter. See also the Table of Amendments.

Sec. 29.1. - Purpose and declaration of public policy.

- (a) The city commission declares as a matter of public policy that the concurrency requirements of the Local Government Comprehensive Planning and Community Planning Land Development Regulation Act [F.S. § 163.316480 et seq.] are a public necessity, and are important in the protection and enhancement of the quality of life in the city as well as the county and the state.
- (b) The purpose of this division is to ensure the availability of public facilities and the adequacy of those facilities at adopted levels of service concurrent with the impacts of development. This intent is implemented by means of a concurrency management system which shall measure the potential impact of a development permit application upon the adopted minimum acceptable level of services, as provided in the Capital Improvements Element of the Comprehensive Plan.

(Ord. No. 2006-04, § 1, 1-24-06)

Sec. 29.2. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Acceptance of completed application means the application for a development order or development permit has been reviewed for completeness and found to have the adequate information necessary to allow continuing the review of the application.

~~Additional school capacity means school facilities that will be in place or under actual construction within three years based on the five-year work program.~~

~~Available school capacity shall include the school facilities that will be in place or under construction within three years, according to the five-year work program and shall be calculated based on the following formula:~~

$$\frac{\text{Available Capacity}}{[\text{ISH School Capacity} + \text{Additional Capacity}]} = \frac{\text{Capacity}}{[\text{Enrollment} + \text{Vested Students}]}$$

Capital improvement means physical assets constructed or purchased to provide, improve, or replace a public facility; generally large scale, high in cost, nonrecurring, and which may require multi-year financing.

Certificate of concurrency means the document issued by the city manager certifying the concurrent availability of required public infrastructure and services. At a minimum, the certificate of concurrency shall provide information on the following:

- (1) Type of proposal.
- (2) Development potential, including site acreage, number of residential units, number of transient ~~lodging accommodation~~ units, nonresidential use, type of development, and building square footage.
- (3) Individual public facilities reports from the concurrency management team, if required.
- (4) Level of service capacity status review, if required.
- (5) Permitted impacts for each public facility and service, where applicable.
- (6) The date of issuance of certificate of concurrency.

CIE means the capital improvement element of the city's adopted comprehensive plan.

Concurrency means the provision of the necessary public facilities and services required to maintain the adopted level of service standards at the time the impacts of development occur.

Concurrency management system means the procedures and/or process that the city will utilize to assure that development orders and permits are not issued unless the necessary facilities are available concurrent with the impacts of development.

Concurrency management team means the city staff directed by the city manager to administer and manage the concurrency determination process.

Concurrency monitoring system means the data collection, processing, and analysis performed by the city to determine impacts on the established levels of service for potable water, sanitary sewer, drainage, solid waste, ~~recreation and open space, and roads, and mass transit~~. For traffic circulation: data collection, processing and analysis will be utilized to determine traffic concern areas and traffic restriction areas in addition to impacts on the established levels of service. The traffic circulation data maintained by the concurrency management monitoring system shall be the most current information available to the city.

~~Concurrency service area means the areas of the county within which the level of service will be measured for school concurrency purposes, as adopted in the Public School Facilities Element of the Comprehensive Plan.~~

Development means the construction, reconstruction, redevelopment, conversion, structural alteration, relocation or enlargement of any structure; excavation, landfill or land disturbance, and use, change of use or expansion of the use of the land.

Development order means any order granting, denying, or granting with conditions, an application for development.

Development permit means any building permit, zoning permit, subdivision approval, certification, conditional use, variance, or any other official action of local government having the effect of permitting the development of the land.

~~District-wide level of service standard is calculated by adding student enrollment plus vested students and dividing the total by Florida Inventory of School Houses (FISH) School Capacity plus additional capacity does not exceed 100 percent. This level of service standard shall apply to each type of public school facility and shall not exceed 100 percent.~~

~~Educational plant survey or the five year plant survey means the systematic study of educational and ancillary plants of the school board conducted at least every five years to evaluate existing facilities and plan for future facilities to meet proposed program needs.~~

~~Enrollment means the official student enrollment count of the fall semester.~~

~~Existing level of service for school concurrency is calculated based on the following formula:~~

~~LOS = [Student Enrollment + Vested Students] / [FISH School Capacity + Additional Capacity]~~

FDOT means the Florida Department of Transportation.

Financial feasibility means that sufficient revenues are currently available or will be available from committed funding sources for the first three years, or will be available from committed or planned funding sources for years four and five, of a five-year capital improvement schedule for financing capital improvements, such as ad valorem taxes, bonds, state and federal funds, tax revenues, impact fees, and developer contributions, which are adequate to fund the projected costs of the capital improvements identified in the comprehensive plan necessary to ensure that adopted level-of-service standards are achieved and maintained within the period covered by the five-year schedule of capital improvements. ~~The requirement that level of service standards be achieved and maintained shall not apply if the proportionate share process set forth in F.S. § 163.3180(12) and (16), is used.~~

~~Five-year school facilities work program or five-year school work program means the document created by the School District to assist it as it plans, proposes, and prioritizes its current and five-year capital outlay needs. (see F.S. § 1013.35)~~

~~FISH (Florida Inventory of School Houses) means the inventory numbering system used by the Florida Department of Education for parcels, buildings, and rooms in public educational facilities.~~

Level of service (LOS) means an indicator of the extent or degree of service provided by, or proposed to be provided by, a facility based on and related to the operational characteristics of the facility. Level of service shall indicate the capacity per unit of demand for each public facility.

~~Level of service standard for the purposes of school concurrency means the minimum service level that will be provided by public school facilities in the county. The LOS standard is applied consistently district wide and is established within both the public schools interlocal agreement and the public school facilities element.~~

Proportionate fair share is a provision that allows for development projects to mitigate the impacts thereof through "fair-share" contributions to facilities identified for capacity improvements in the capital improvements ~~schedule~~element.

Public facilities and services means those facilities and services included in the St. Pete Beach Comprehensive Plan required by F.S. § 163.3177, and for which level of service standards have been adopted.

~~Public school facilities element (PSFE) means the element required to be adopted in local government comprehensive plans by F.S. § 163.3177(12), for those communities that are required to implement a school concurrency program.~~

~~Public schools interlocal agreement means the interlocal agreement filed with the Pinellas County Board Clerk on April 24, 2007 between the Pinellas County School Board, Pinellas County, and the 12 municipalities within Pinellas County that are required to implement school concurrency per F.S. § 163.3177(1), or as it may subsequently be amended.~~

Remodeling as defined in the Florida Building Code, Chapter 4, Section 423.5., means the changing of existing facilities by rearrangement of space and/or change of use.

Renovations as defined in the Florida Building Code, Chapter 4, Section 423.5., means the rejuvenating or upgrading of existing facilities by installation or replacement of materials and equipment. The use and occupancy of the spaces remain the same.

Residential approval means a residential site plan or a final residential subdivision approval.

School board means the elected body presiding over the schools of Pinellas County, responsible for exercising all of the powers and duties associated with the District schools, in accordance with F.S. Ch. 1001.

~~School capacity and level of service report means the report prepared annually by the school district to calculate the existing level of service and the available capacity within each concurrency service area.~~

~~School concurrency approval means the finding issued by the city that there is available capacity for all types of schools to serve a residential approval.~~

~~School district means the unit for the control, organization, and administration of schools in Pinellas County. The responsibility for the actual operation and administration of all schools needed within the district in conformity with rules and minimum standards prescribed by the state, and also the responsibility for the provision of any desirable and practicable opportunities authorized by law beyond those required by the state, are delegated by law to the school officials of the Pinellas City School District.~~

Significantly degrade means a peak hour increase in traffic volume of five percent or a decrease in average travel speed of ten percent. This criteria shall be the means of evaluating the transportation impacts in traffic restriction areas upon roadway levels of service.

SIS means strategic intermodal system.

Traffic concern area means an area within which the level of service for a given road facility has been determined by data from the concurrency management monitoring system to have reached a level of service D during the peak hour or is expected to reach a level of service E or worse during the peak hour in the next five years and no construction improvements are planned in the next five years.

Traffic restriction area means an area in which the level of service for a given road facility has been determined by data from the concurrency management monitoring system to be below the acceptable level of service adopted in this article.

Transportation concurrency means transportation facilities needed to serve new development shall be in place, or under actual construction, within three years after the city approves a building permit or its functional equivalent that results in traffic generation.

Volume-to-capacity (v/c) ratio means the rate of traffic flow of an intersection approach or group of lanes during a specific time interval divided by the capacity of the approach or group of lanes. Volume-to-capacity ratios provide a measure of traffic congestion and are utilized in the concurrency management system to identify congested road segments and to minimize the transportation impacts of development projects that affect them.

(Ord. No. 2006-04, § 1, 1-24-06; Ord. No. 2007-01, § 1, 1-23-07; Ord. No. 2009-05, § 1, 4-28-09)

Sec. 29.3. - Levels of service adopted by reference.

The adopted levels of service standards, as stated in the City Comprehensive Plan, for public facilities and services are hereby adopted by reference.

(Ord. No. 2006-04, § 1, 1-24-06)

Sec. 29.4. - General requirements.

- (a) A certificate of concurrency shall be required prior to the issuance of any development permit for a non-exempt development project. The City of St. Pete Beach shall not issue any development order (excluding future land use or zoning map amendments) or building permit for any project that results in a reduction of the level of service requirements established and adopted in the City of St. Pete Beach Comprehensive Plan. An applicant must prepare and complete an application for a certificate of concurrency including an infrastructure study as determined to be necessary by the Technical Review Committee. If a development will require more than one development permit, the issuance of a certificate of concurrency shall occur prior to the issuance of the initial permit. Upon request by applicants, a preliminary concurrency review shall be performed and a conditional certificate of concurrency may be issued. This conditional certificate shall not be binding upon the city and shall only be effective for the year in which the annual concurrency monitoring report was issued. Only

those certificates of concurrency issued for development permits shall be binding. Applicants may be charged a fee established by the city commission for certificates of concurrency.

- (1) Application for development. The property owner, or authorized representative, must provide a complete application for development containing the required documentation for the specific development order or permit. The Technical Review Committee shall then review the application for completeness in a timely manner to ensure that the required information is sufficient to accept the application and continue its review.
- (2) Development review. When the application for development has been accepted, it shall be processed and reviewed for impacts of the development on the public facilities and services identified in this division.
- (3) Concurrency review. The concurrency review shall compare the available and reserved capacity of the facility or service to the demand projected for the proposed development. The available capacity shall be determined by adding the total of the existing excess capacity and the total future capacity of any proposed construction or expansion that meets the requirements of section 29.6. The levels of service (LOS) of all facilities and services must be sufficient before a development permit can be issued.
 - a. Traffic restriction and traffic concern areas. Traffic restriction and concern areas shall be designated on an annual basis at the time the annual concurrency monitoring report is issued. These areas will be designated based on the criteria defined in section 29.2. Applications for development permits within these areas may require detailed traffic studies.
 1. If the development is found to be in a traffic restriction area, a traffic study shall be required. If the traffic study indicates that the affected roadway is not significantly degraded, the project will be found concurrent for traffic.
 2. If the development is found to be in a traffic concern area, a traffic study may be required. If the traffic study indicates that the affected roadway LOS may be lowered below the adopted LOS, the project will be found concurrent for traffic only if provisions and measures are attached as conditions to prevent the reduction of the LOS.
 3. If the development is found to be in a traffic restriction or traffic concern area and the traffic study indicates that the affected roadway is significantly degraded, the project will be found concurrent for traffic only if provisions and measures are attached as conditions to prevent the significant degradation of the affected roadway.
 4. If the development is not found to be in a traffic restriction or traffic concern area but the estimated traffic volumes resulting from the development degrade the peak hour LOS below the adopted LOS standard, the project will be found concurrent for traffic only if mitigation provisions are attached as conditions to prevent the degradation of the affected roadway below the adopted LOS standard.
- (4) Certificate of concurrency.
 - a. The certificate of concurrency shall indicate the date of issuance and shall automatically expire simultaneously with the expiration of the development permit to which it applies. In the event that a time extension is requested prior to the expiration of the development permit, then the accompanying certificate of concurrency may be renewed upon determination by the Technical Review Committee that the conditions of concurrency will still be met.
 - b. Any development order or permit that is issued within the effective period of a validly issued certificate of concurrency shall be vested for the purposes of concurrency until the expiration of that development order or permit, provided that development commences within the validity period of the development order or permit and continues in good faith.

(5) Development order or development permit compliance.

- a. Any development orders and development permits approved and issued after the effective date of this division shall be based upon and in compliance with the certificate of concurrency issued for that application.

(b) The burden of showing compliance with the adopted levels of service and meeting the concurrency evaluation shall be upon the applicant. For non-exempt development orders or projects, the applicant shall prepare and submit an infrastructure study that determines the extent of any degradation of the infrastructure below the adopted levels of service unless determined unnecessary by the City's Technical Review Committee based on an evaluation of potential impact relative to the nature, size, type, and location of the proposed development project or land use amendment application. Mitigation fees and/or physical or operational improvements determined to be reasonably required in proportion to the impacts caused by the increased density and/or intensity of new development in consideration of the long-term concurrency management plan of the local government who owns and operates the facility or system, shall be stipulated as conditions of approval as part of the development order. The Technical Review Committee shall document its findings pertaining to its review.

(Ord. No. 2006-04, § 1, 1-24-06; Ord. No. 2015-22, § 6, 12-15-15)

Sec. 29.5. - Exemptions.

The following developments are exempt from the requirements of this division in accordance with the provisions of F.S. § 163.3180:

- (1) Final approved development orders relating to a development of regional impact (DRI) project, pursuant to F.S. Chapter 380.
- (2) All single-family homes built upon individual zoning lots.
- (3) Any development which can be demonstrated to represent no net increase in density or intensity of land use as compared to the immediately previous use of the development site.

(Ord. No. 2006-04, § 1, 1-24-06)

Sec. 29.6. - Minimum requirements for concurrency.

An application for a development permit and/or order must comply with the following minimum concurrency requirements for each of the following public facilities and services:

- (a) For potable water, sanitary sewer, solid waste, and drainage one of the following are the minimum standards that must be met to satisfy the concurrency requirement:
 - (1) The necessary facilities and services are in place at the time a development permit or order is issued;
 - (2) A development permit or order is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur;
 - (3) The necessary facilities are under construction at the time a permit or order is issued;
 - (4) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to F.S. § 163.3220, or an agreement or development order issued pursuant to F.S. Chapter 380.
- (b) For recreation and open space, one of the following are minimum standards that must be met to satisfy the concurrency requirement:

- (1) Compliance with the standards in subsections (a)(1)—(4) of this section;
 - (2) At the time the development permit or order is issued, the necessary facilities and services are the subject of a binding executed contract which provides for the commencement of the actual construction of the required facilities, or the provision of services within one year of the issuance of the development permit or order;
 - (3) The necessary facilities and services are guaranteed in an enforceable development agreement which requires the commencement of the actual construction of facilities or the provision of services within one year of the issuance of the applicable permit or order. An enforceable development agreement may include, but is not limited to, development agreements pursuant to F.S. § 163.3220 or an agreement or development order issued pursuant to F.S. Chapter 380.
- (c) For roads and mass transit, where the city has committed to provide the necessary public facilities and services in accordance with the five-year schedule of capital improvements, the city will satisfy the concurrency requirement by complying with the standards in subsections (a)(1)—(4) and (b)(2) of this section and by assuring that the following provisions are met:
- (1) The capital improvements element and schedule of capital improvements, in addition to meeting all of the other statutory and rule requirements, is financially feasible. The schedule of capital improvements may include those projects included in the county capital improvement element or in the first three years of the adopted state department of transportation five-year work program.
 - (2) The five-year schedule of capital improvements which includes both necessary facilities to maintain the adopted level of service standards to serve the new development proposed to be permitted and the necessary facilities and services required to eliminate that portion of existing deficiencies which are a priority to be eliminated during the five-year period.
 - (3) A financially feasible funding system based on currently available revenue sources which is adequate to fund the public facilities and services required to serve the development authorized by the development order and development permit and which are included in the five-year schedule of capital improvements.
 - ~~(4) The five-year schedule of capital improvements includes the estimated date of commencement of actual construction and the estimated date of completion of the public facility or services.~~
 - ~~(5) Actual construction of the road or mass transit facilities and the provision of services must be scheduled to commence in or before the third year of the five-year schedule of capital improvements.~~

(Ord. No. 2006-04, § 1, 1-24-06)

Sec. 29.7. - Action upon failure to show available capacity.

Where available capacity cannot be shown, the following methods may be used to maintain adopted level of service:

- (a) A plan amendment which limits the adopted level of service standard for the affected facilities and/or services.
- (b) A binding executed contract between the city and the applicant to provide the necessary improvements.
- (c) An enforceable development agreement, which may include, but is not limited to, development agreements pursuant to F.S. § 163.3220.
- (d) A change in the funding source.

- (e) A reduction in the scale or impact of the proposed development.
- (f) Phasing of the proposed project.
- (g) Transportation management or restriction programs that reduce the traffic impact of the development by mandating the use of mass transit, increasing effective roadway capacity, shifting the effects on peak hour, etc.

(Ord. No. 2006-04, § 1, 1-24-06)

Sec. 29.8. - Concurrency annual monitoring report.

- (a) On an annual basis, the city manager shall prepare a concurrency annual monitoring report. The city manager shall convey such annual report to the city commission.
- (b) The city manager shall establish and maintain a concurrency monitoring system for the purpose of monitoring the status of public facilities and services, and to be used in the establishment of each annual report.
- (c) The concurrency annual report shall be issued every year and will be effective for one year. Nothing herein precludes the issuance and effectiveness of more frequent concurrency reports, if updating or correction is deemed necessary, including but not limited to circumstances where: errors are noted; the impact of issued development orders, as monitored by the city manager, indicates a degradation to the adopted level of service; or where changes in the status of capital improvement projects changes the underlying assumptions of the concurrency annual report.
- (d) Under no circumstances will a more frequent concurrency report divest those rights acquired by a preceding concurrency annual report, except where a known danger exists to the health, safety or welfare of the general public.
- (e) The concurrency annual report shall include, at a minimum, a review of the levels of service and capacity for all the adopted levels of service standards included in the Comprehensive Plan.

(Ord. No. 2006-04, § 1, 1-24-06)

Sec. 29.9. - Providing for intergovernmental coordination.

- (a) The city as the provider of public facilities or services to other government entities.
 - (1) The city shall provide services to other local government entities within the county in accordance with the policies included in the Comprehensive Plan. The city shall administer this division such that the development in those areas shall be consistent with the comprehensive plan and implementing ordinance.
 - (2) The city shall require that all proposed development within these other local government entities which require city services be submitted to the city manager to disseminate the proposal to the appropriate review personnel. A certificate of concurrency from the city shall be required for any public facility or services provided by the city to any local government in which a permit or order is proposed to be issued.
- (b) The city as the recipient of public facilities or services from other government entities.
 - (1) The city shall recognize the level of service provided by other governmental entities who provide services or facilities to the city in accordance with the policies of the comprehensive plan. The city shall ensure that all development within its area shall be in accordance with such policies as identified in the comprehensive plan.

- (2) The city shall work with other governmental entities to ensure appropriate intergovernmental coordination. Appropriate methodology for tracking concurrency will be coordinated with these other governmental entities.

(Ord. No. 2006-04, § 1, 1-24-06)

Sec. 29.10. - Providing for adequate funding.

The capital improvement element of the comprehensive plan was designed to meet requirements of the state law mandating that local governments provide sufficient capacity of public facilities concurrent with development.

~~The capital improvement element contains all capital improvement needs identified in the individual elements of the Comprehensive Plan, and demonstrates the fiscal feasibility of this plan. Through annual monitoring, the capital improvement element is corrected, updated, and modified to ensure adequate sources of funding. If it is determined that a level of service standard is reduced because a project is not completed, or if projects not previously identified are added, then an amendment to the Comprehensive Plan will be required.~~

(Ord. No. 2006-04, § 1, 1-24-06)

Sec. 29.11. - Enforcement.

- (a) Violations of this division shall be subject to prosecution and punishment pursuant to section 1-14 of the Code of Ordinances.
- (b) In addition to the penalties provided by subsection (a) of this section for violation of this division, any violation of this article shall be subject to appropriate civil action in the court of appropriate jurisdiction.

(Ord. No. 2006-04, § 1, 1-24-06)

Sec. 29.12. - Proportionate fair share program.

(a) General requirements.

- (1) An applicant may choose to satisfy the transportation concurrency requirements of the city by making a proportionate fair-share contribution, pursuant to the following requirements:
 - a. The proposed development is consistent with the comprehensive plan and applicable land development regulations; and
 - b. The ~~six~~five-year schedule of capital improvements ~~for in the~~ St. Pete Beach ~~CIE~~ includes a transportation improvement(s) that, upon completion, will mitigate the transportation impacts of the proposed development in accordance with the requirements of this subsection.
- (2) The applicant may also choose to satisfy transportation concurrency by contributing to an improvement that, upon completion, will satisfy the requirements of this subsection, but that is not contained in the ~~ScheduleCIE~~ where the following apply:
 - a. St. Pete Beach adopts, by resolution or ordinance, a commitment to add the improvement to the ~~scheduleCIE~~ no later than the next regularly scheduled update. To qualify for consideration under this subsection, the proposed improvement must be determined to be ~~financially feasible pursuant to F.S. § 163.3180(16)(b)1.~~ consistent with the comprehensive plan, and in compliance with the provisions of this subsection. ~~Financial~~

~~feasibility for this subsection means that additional contributions, payments or funding sources are reasonably anticipated during a period not to exceed ten years to fully mitigate impacts on the transportation facilities.~~

- b. If the funds allocated for the ~~Schedule CIE~~ are insufficient to fully fund construction of a transportation improvement required for the applicant to comply with the terms of this subsection, the city may enter into a binding proportionate fair-share agreement with the applicant authorizing construction of that amount of development on which the proportionate fair-share is calculated if the proportionate fair-share amount in such agreement is sufficient to pay for one or more improvements which will significantly benefit the impacted transportation system.
- c. The improvement or improvements funded by the proportionate fair-share component must be adopted into the ~~Schedule CIE~~.
- d. Any improvement project proposed to meet the applicant's fair-share obligation must meet design standards of the city, county and FDOT as applicable.

(b) Proportionate fair share mitigation agreement.

- (1) Upon notification that a proposed development project is subject to transportation concurrency regulations and is eligible to participate in the proportionate fair share program, the applicant shall be notified in writing of such during the site plan review process pursuant ~~to Section 5.1 of Division 5 herein to the requirements of 134-231(a).~~
- (2) If the applicant chooses to exercise this concurrency option, a meeting shall be held to discuss eligibility, application submittal requirements, potential mitigation options, and related issues. If the impacted facility is on the SIS, then the FDOT will be notified and invited to participate in the meeting.
- (3) Pursuant to F.S. § 163.3180(16)(e), proposed proportionate fair-share mitigation for development impacts to facilities on the SIS requires the concurrence of the FDOT. Therefore, agreements involving improvements to SIS facilities will require approval by FDOT.
- (4) After a mitigation project is identified and agreed upon by the city, the applicant and FDOT (if the project affects an SIS facility), a proposed proportionate fair-share obligation and binding agreement will be prepared by the city or the applicant with direction from the city. The final agreement will become a part of the site plan submittal which will be delivered to the appropriate parties for review. Final approval of the site plan and agreement rests with the city manager.

(c) Determining proportionate fair-share obligation.

- (1) The proportionate fair-share obligation shall be based on the impact a development has on a transportation facility as determined by a traffic impact analysis that assesses the volume of traffic generated by the proposed development.
- (2) A facility shall be considered impacted when the net trips generated by the proposed development meets or exceeds five percent of the facility's peak hour capacity.
- (3) Should the impacted facility be operating at an LOS that meets the locally adopted LOS standard, it would not be eligible for the application of proportionate fair share provisions.
- (4) Should the impacted facility be operating at a substandard LOS based on existing conditions or as a result of the impacts of a proposed development, the facility would be identified as eligible for proportionate fair share provisions and the applicant would be notified as such.
- (5) Proportionate fair-share mitigation for concurrency impacts may include, without limitation, separately or collectively, private funds, contributions of land, and construction and contribution of facilities.

- (6) A development shall not be required to pay more than its proportionate fair-share. The fair market value of the proportionate fair-share mitigation for the impacted facilities shall not differ regardless of the method of mitigation.
- (7) The methodology used to calculate an applicant's proportionate fair-share obligation shall be as provided for in F.S. § 163.3180(12), as follows:

The cumulative number of trips from the proposed development expected to reach roadways during peak hours from the complete build out of a stage or phase being approved, divided by the change in the peak hour maximum service volume (MSV) of roadways resulting from construction of an improvement necessary to maintain the adopted LOS, multiplied by the construction cost, at the time of developer payment, of the improvement necessary to maintain the adopted LOS.

OR

Proportionate Fair-Share = $\sigma[(\text{Development Trips}_{sub}) / (\text{SV Increase}_{sub})] \times \text{Cost}_{sub}$

Where:

Development Trips_{sub} = Those trips from the stage or phase of development under review that are assigned to roadway segment "i" and have triggered a deficiency per the CMS;

SV Increase_{sub} = Service volume increase provided by the eligible improvement to roadway segment "i";

Cost_{sub} = Adjusted cost of the improvement to segment "i". Cost shall include all improvements and associated costs, such as design, right-of-way acquisition, planning, engineering, inspection, and physical development costs directly associated with construction at the anticipated cost in the year it will be incurred.

- (8) For the purposes of determining proportionate fair-share obligations, the city shall determine improvement costs based upon the actual cost of the improvement as obtained from the ~~CIE or the~~ MPO transportation improvement program. Where such information is not available, improvement cost shall be determined using one of the methods described below.
 - a. An analysis by the city of construction costs that incorporates data from recent projects and is updated annually; or
 - b. The most recent issue of FDOT transportation costs, as adjusted based upon the type of cross-section (urban or rural); locally available data from recent projects on acquisition, drainage and utility costs; and significant changes in the cost of materials due to unforeseeable events. Cost estimates for state road improvements not included in the adopted FDOT work program shall be determined using this method in coordination with the FDOT district.
- (9) The value of a proportionate fair share mitigation project proposed by the applicant and accepted by the city shall be determined using one of the methods provided in this subsection.
- (10) The city may also accept right-of-way dedication for the proportionate fair-share payment credit for the dedication shall be based on fair market value established by an independent appraisal approved by the city and at no expense to the city. The applicant shall supply a drawing and legal description of the land and a certificate of title or title search of the land to the city at no expense to the city. If the estimated value of the right-of-way dedication proposed by the applicant is less than the estimated total proportionate fair-share obligation for that development, then the applicant must also pay the difference.

- (d) Impact fee credit for proportionate fair-share mitigation.

- (1) Proportionate fair-share contributions shall be applied as a credit against impact fees consistent with the terms of the impact fee section of section 41.6 of the Land Development Code.
 - (2) Impact fee credits for the proportionate fair-share contribution will be determined when the transportation impact fee obligation is calculated for the proposed development. Impact fees owed by the applicant will be reduced per the proportionate fair-share agreement as they become due per the impact fee section of section 41.6 of the Land Development Code. If the applicant's proportionate fair-share obligation is less than the development's anticipated road impact fee for the specific stage or phase of development under review, then the applicant or its successor must pay the remaining impact fee amount to the city.
- (e) Proportionate fair-share agreements.
- (1) Upon execution of a proportionate fair-share agreement, the applicant shall receive transportation concurrency approval or functional equivalent. Should the applicant fail to apply for a development permit in accordance with section 29.4(1), then the agreement shall be considered null and void, and the applicant shall be required to reapply.
 - (2) Payment of the proportionate fair-share contribution is due in full prior to issuance of the final development order or recording of the final plat and shall be non-refundable. If the payment is submitted more than 12 months from the date of execution of the agreement, then the proportionate fair-share cost shall be recalculated at the time of payment based on the best estimate of the construction cost of the required improvement at the time of payment, pursuant to section 29.11(c) and adjusted accordingly.
 - (3) All proportionate fair share mitigation improvements authorized under this subsection must be completed prior to issuance of a development permit, or as otherwise established in a binding agreement that is accompanied by a security instrument that is sufficient to ensure the completion of all required improvements. It is the intent of this subsection that any required improvements be completed before issuance of building permits or certificates of occupancy.
 - (4) Dedication of necessary right-of-way for facility improvements pursuant to a proportionate fair-share agreement must be completed prior to issuance of the final development order or recording of the final plat.
 - (5) Any requested change to a development project subsequent to a development order may be subject to additional proportionate fair-share contributions to the extent the change would generate additional traffic that would require mitigation.
 - (6) Applicants may submit a letter to withdraw from the proportionate fair-share agreement at any time prior to the execution of the agreement.
 - (7) The city may enter into proportionate fair-share agreements for selected corridor improvements to facilitate collaboration among multiple applicants on improvements to a shared transportation facility.
- (f) Appropriation of fair-share revenues.
- (1) Proportionate fair-share revenues shall be placed in the appropriate project account for funding of scheduled improvements in the CIE, or as otherwise established in the terms of the proportionate fair-share agreement. Proportionate fair-share revenues may be used for operational improvements prior to construction of the capacity project from which the proportionate fair-share revenues were derived. Proportionate fair-share revenues may also be used as the 50 percent local match for funding under the FDOT Transportation Regional Incentive Program (TRIP).
 - (2) In the event a scheduled proportionate fair share improvement is removed from the CIE, then the revenues collected for its construction may be applied toward the construction of another improvement within the same corridor or planning sector that would mitigate the impacts of development pursuant to the requirements of section 29.11(a)(2)b.

- (3) Where an impacted facility has been designated as a regionally significant transportation facility in an adopted regional transportation plan ~~as provided in F.S. § 339.155~~, the city may coordinate with other impacted jurisdictions and agencies to apply proportionate fair-share contributions and public contributions to seek funding for improving the impacted regional facility under the FDOT TRIP. Such coordination shall be ratified by the city through an interlocal agreement that establishes a procedure for earmarking the developer contributions for this purpose.
- (4) Where an applicant constructs a transportation facility that exceeds their proportionate fair-share obligation calculated under section 29.11(c)(7), the city shall reimburse them for the excess contribution using one or more of the following methods:
 - a. An impact fee credit account may be established for the applicant in the amount of the excess contribution, a portion or all of which may be assigned and reassigned under the terms and conditions acceptable to the city.
 - b. An account may be established for the applicant for the purpose of reimbursing the applicant for the excess contribution with proportionate fair-share payments from future applicants on the facility.
 - c. The city may compensate the applicant for the excess contribution through payment or some combination of means acceptable to the city and the applicant.

(g) Cross jurisdictional impacts.

- (1) In the interest of intergovernmental coordination and to reflect the shared responsibilities for managing development and concurrency, the city may enter into an agreement with one or more adjacent local governments to address cross jurisdictional impacts of development on multi-jurisdictional transportation facilities. The agreement shall provide for application of the methodology in this subsection to address the cross jurisdictional transportation impacts of development.
- (2) A development application submitted subject to transportation concurrency requirements and meeting all of the criteria listed below shall be subject to this subsection.
 - a. All or part of the proposed development is located within an area or corridor designated by an adjacent local government where development projects are subject to transportation concurrency requirements in accordance with their respective land development codes.
 - b. If the additional traffic from the proposed development would use five percent or more of the adopted peak hour LOS maximum service volume of a multi-jurisdictional transportation facility within the concurrency jurisdiction of the adjacent local government ("impacted multi-jurisdictional facility").
 - c. The impacted multi-jurisdictional facility is projected to be operating below the level of service standard, adopted by the adjacent local government, when the traffic from the proposed development is included.
- (3) Upon identification of an impacted multi-jurisdictional facility ~~pursuant to section 29.11(g)(2)(a)~~, the city shall notify the applicant and the affected adjacent local government in writing of the opportunity to derive an additional proportionate fair-share contribution, based on the projected impacts of the proposed development on the impacted adjacent facility.
- (4) The adjacent local government shall have up to 90 days in which to notify the city of a proposed specific proportionate fair-share obligation, and the intended use of the funds when received. The adjacent local government must provide reasonable justification that both the amount of the payment and its intended use comply with the requirements of F.S. § 163.3180 ~~(46)~~. Should the adjacent local government decline proportionate fair-share mitigation under this subsection, then the provisions of this subsection would not apply and the applicant would be subject only to the proportionate fair share requirements of the city.

- (5) If the subject application is subsequently approved by the city, the approval shall include a condition that the applicant provides, prior to the issuance of any building permit covered by that application, evidence that the proportionate fair-share obligation to the adjacent local government has been satisfied.

~~Sec. 29.13. — Specific regulations and procedures for school concurrency.~~

- ~~(a) Purpose and intent. The purpose of school concurrency is to assure that there is available capacity for the anticipated students in each concurrency service area where residential units are created at the time those students need to go to school.~~
- ~~(b) Application for school concurrency review. The development tracking system is accessed by the city when an application for school concurrency review ("application") is submitted to the city. A city representative shall then ascertain the completeness of the documentation, in a timely manner, to ensure that the required information is sufficient to accept the application for school concurrency review.~~
- ~~(c) Review of application.~~
- ~~(1) When the application has been accepted, it shall be processed and reviewed in accordance with procedures adopted in subsection 29.13(d).~~
- ~~(2) If the application is not reviewable as submitted, then the application shall be returned to the property owner or representative clearly stating what the deficiencies are and why the application cannot be further reviewed.~~
- ~~(d) School concurrency applied.~~
- ~~(1) When the review process for an application is initiated, the city shall consider the most current adjusted information on available capacity provided by the county. If this information reveals that there is available capacity within each of the concurrency service areas where the proposed residential approval would be located, then the city shall proceed under subsections (2)a.—d. below. If the information reveals that there is not available capacity within a concurrency service area where the proposed residential approval would be located, then a school concurrency application shall be submitted by the city to the school district and the county for all residential approval, regardless of size, and shall proceed under subsection (2)e. below.~~
- ~~(2) Development review process.~~
- ~~a. The city is authorized to issue a school concurrency approval for a residential site plan or final subdivision approval of less than 25 dwelling units without submitting a school concurrency application to the school district.~~
- ~~b. A school concurrency application for residential site plans or residential final subdivisions of 25 dwelling units or greater shall be submitted by the city to the school district and the county on a form provided by the school district.~~
- ~~c. Within 25 days of receipt from the city of a completed school concurrency application, the school district will review the application and shall render a school concurrency determination stating whether there is available capacity for all types of schools to accommodate the estimated number of students that would be generated by the proposed residential approval and maintain the adopted level of service standard. The school district may request assistance from the county in reviewing applications.~~
- ~~d. If the school district determines that there is available capacity within the concurrency service areas where the proposed residential approval would be located, then an adequate level of service would be provided within the concurrency service areas and the residential approval shall be issued a school concurrency approval by the city.~~

~~e. If the school district determines that there is not available capacity within an affected concurrency service area and the adopted level of service standard would be exceeded, then the school district shall consider whether there is available capacity in the contiguous concurrency service area(s).~~

~~1. If the school district determines that, in the aggregate, there is available capacity in the contiguous concurrency service area(s) to accommodate the estimated number of students from the proposed residential approval, then an adequate level of service would be provided and the residential approval shall be issued a school concurrency approval by the city.~~

~~2. If the school district determines that, in the aggregate, there is not available capacity in the contiguous concurrency service area(s) to accommodate the estimated number of students from the proposed residential approval, then an adequate level of service would not be provided for that type of school and the residential approval shall not be issued a school concurrency approval by the city.~~

~~3. If the school district determines that, in the aggregate there is not available capacity, then within 25 days after receiving the completed school concurrency application from the city, the school district shall identify the required proportionate share mitigation and recommend acceptable form(s) of mitigation in writing to the city and the applicant.~~

~~4. When the school district determines that there is not adequate capacity for a residential approval, then the city may only issue a school concurrency approval after the execution of a legally binding development mitigation agreement between the applicant, the city, and the school board.~~

~~(3) The city shall provide documentation of all school concurrency approvals to the county within 30 days of issuance.~~

~~(4) Continued validity of a school concurrency approval: A school concurrency approval shall be valid for purposes of the issuance of development orders or permits for 12 months from the date of issuance by the city. If the developer has not begun construction within 12 months of issuance of the development order, then the approval shall expire and the developer shall re-apply for school concurrency approval.~~

~~(d) Mitigation.~~

~~(1) If capacity is not available, the applicant may choose to satisfy the public school facilities concurrency requirements of the city by making a proportionate fair share contribution, pursuant to the following requirements:~~

~~a. Acceptable forms of mitigation may include, without limitation, the following:~~

~~1. Contribution of land;~~

~~2. The construction of public school facility;~~

~~3. Expansion of an existing public school facility;~~

~~4. Payment for land acquisition or the expansion or construction of a public school facility;~~

~~5. The creation of mitigation banking based on the construction of a public school facility in exchange for the right to sell capacity credits;~~

~~6. Charter schools will be recognized as public school facilities and will serve to expand the capacity of the school district. Charter schools are a potential option for mitigating the impact that new residential approvals may have on public school facilities.~~

~~b. The following standards shall apply to any mitigation required by the school district:~~

- ~~1. Proposed mitigation must be directed toward a permanent school capacity improvement identified in the five year work program, with the exception of charter schools, that satisfies the estimated demands created by the proposed residential approval;~~
- ~~2. Relocatable classrooms will not be accepted as mitigation;~~
- ~~3. Mitigation shall be proportionate to the demand for public school facilities estimated to be created by the proposed residential approval;~~
- ~~c. The proportionate share mitigation amount shall be calculated using the following formula for each school level: Multiply the number of additional new student stations required for mitigation of the estimated demand for public school facilities created by the proposed residential approval by the average cost per student station using the actual construction cost being experienced by the school district for student stations at the time when proportionate share mitigation is accepted plus the inclusion of land costs, if any.~~
- ~~d. Development mitigation agreement.~~
 - ~~1. The development mitigation agreement shall provide for the required mitigation to mitigate the impacts of the proposed development on public school facilities.~~
 - ~~2. Upon notification by the school district that a proposed development project is subject to public school facilities concurrency regulations and is eligible to participate in the proportionate share program, the applicant and the city shall be notified within 21 days in writing of such during the site plan review process.~~
 - ~~3. In order to move forward in the development process, if the applicant chooses to exercise this concurrency option, a meeting shall be held to discuss eligibility, application submittal requirements, potential mitigation options, and related issues. The applicant and the school district shall attempt to negotiate a development mitigation agreement which shall provide for the required mitigation to mitigate the impacts of the proposed development on public school facilities. The city shall be a party to this agreement.~~
 - ~~4. After a mitigation project is identified and agreed upon by the applicant and the school district, a development mitigation agreement will be prepared by the applicant with direction from the school district. The final agreement, after approval by the school board, will become a part of the final site plan submittal. Final approval of the site plan and agreement rests with the city manager or his/her designee. If the applicant and the school board are unable to agree on an acceptable form of mitigation, the conflict resolution provision provided in Section 14 of the Public Schools Interlocal Agreement may be utilized.~~
 - ~~5. The development mitigation agreement shall include the applicant's commitment to continue to renew the development mitigation agreement until the mitigation is completed as determined by the school board or as determined through the conflict resolution procedures provided for in Section 14 of the Public Schools Interlocal Agreement, if applicable.~~
 - ~~6. Upon execution of a development mitigation agreement, the applicant shall receive public school facilities concurrency approval or functional equivalent.~~
 - ~~7. If the applicant chooses to not continue with their project, the applicant may submit a letter to the school district to withdraw from the development mitigation agreement at any time prior to the execution of the agreement.~~
 - ~~8. A development mitigation agreement can be amended or cancelled by mutual consent of the parties to the agreement or by their successors in interest.~~
- ~~e. Cross jurisdictional impacts.~~

~~1. In the interest of intergovernmental coordination and to reflect the shared responsibilities for managing development and concurrency, the city will notify the other local government in writing if the proposed mitigation is located in a different jurisdiction, and allow the opportunity for the other local government to comment on mitigation proposals.~~

~~(e) Vesting. For the purposes of meeting the level of service standard, residential approvals, development orders, and permits approved for any property prior to the effective date of this ordinance shall be vested and shall not require a school concurrency approval.~~

~~(f) Credits:~~

~~(1) After the effective date, any property with existing dwelling units that are demolished or destroyed shall receive a credit for the estimated number of students generated from existing dwelling units. Credits may not be transferred to another property but may be used on abutting property if part of the same residential approval. The applicant will be required to provide proof of such existing uses in a form acceptable to the city manager or his/her designee.~~

~~(2) The application of credits for public school capacity attributable to the number of student seats generated by a previous and existing on-site residential use may be used for a new residential approval, in the place of the capacity which would be generated by the new residential approval, in perpetuity from the effective date.~~

~~(g) Modifications to site plans:~~

~~(1) Minor modifications may be made to an already submitted site plan. A minor modification will not result in any extension to the validity time frame associated with a school concurrency approval issued for the initial site plan, and will not justify the issuance of a new school concurrency approval. Modifications in demand on available capacity will be reflected in the development tracking system. If the city manager determines that such modifications do not constitute a minor change from the original site plan, as described in section 5.1 of the Land Development Code, submittal of a new site plan will be required. In such instances, the school concurrency approval issued for the original site plan submittal will no longer be valid, and the new site plan will be subject to the school concurrency review.~~

~~(h) Review and appeals:~~

~~(1) The review and appeal of a school concurrency determination issued by the city will be carried out in accordance with section 3.14 of the LDC.~~

~~(i) School capacity and level of service report:~~

~~(1) Each year, the school district shall prepare a school capacity and level of service report (the "report") to calculate the existing level of service and the available capacity within each concurrency service area.~~

~~(2) Available capacity shall include the school facilities that will be in place or under construction within three years, according to the five year work program and shall be calculated based on the following formula:~~

$$\frac{\text{Available Capacity}}{[\text{FISH School Capacity} + \text{Additional Capacity}] - [\text{Enrollment} + \text{Vested Students}]} =$$

~~(3) The county shall be notified by the local governments when new dwelling units have received certificates of occupancy and when the school concurrency approval for a residential approval has expired. The county shall provide this information to the school district for inclusion in the annual report.~~

29.13 concurrency Monitoring System

The Community Development Department (in cooperation with the Building Official) shall be responsible for monitoring development activity to ensure that all development is consistent with the criteria outlined herein. All existing and committed development and its impact on the current facility capacity subject to level-of-service standards shall be documented. Monitoring of the systems shall occur at a minimum prior to the adoption of the Capital Improvements Schedule and shall include:

- a) All changes in zoning districts.
- b) A summary of all building permits
- c) A summary of all demolition permits
- d) Summary of all certificates of occupancy
- e) A summary of systems and the impacts incurred.

Compliance with the City's existing Levels of Service will be calculated and capacity reserved at the time of final action of an approved site plan or building permit if no site plan is required. If no site plan is required, or an enforceable Developers Agreement then capacity shall be reserved at the time of final action. Capacity reservation shall be valid for 18 months or as outlined and in conjunction with a valid Developer's Agreement. If construction is not initiated during this period, the reservation shall be terminated.

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

Issue

Considered: Resolution No. 2017-02 for maintenance of landscaping on SR699 (Blind Pass Road) between 75th Avenue and 82nd Avenue to be installed and reimbursed under the FY17 Highway Landscaping Reimbursement Memorandum of Agreement (HLRMOA) with the Florida Department of Transportation

Date: February 28, 2017

Prepared By: Mike Clarke, Public Works Director

**Summary
Of Issue:**

Public Services received notice from FDOT that the FY17 annual landscaping reimbursement funds are available to add additional landscaping to State Roads within the City. The above referenced scope was identified based on the facts that the adjacent sections of this road (from 82nd Avenue to Captiva Circle) are currently being landscaped utilizing FY16 funding and the needs identified for this area.

Resolution No. 2017-02 indicates the City's commitment to maintain the landscaping to be installed and reimbursed under the FY17 Highway Landscaping Reimbursement Memorandum of Agreement (HLRMOA) with the Florida Department of Transportation. The approval of this agreement is also included on this Agenda.

**Requested
Motion:**

"I move to approve Resolution No. 2017-02 for maintenance of landscaping on SR699 (Blind Pass Road) between 75th Avenue and 82nd Avenue to be installed and reimbursed under the FY17 Highway Landscaping Reimbursement Memorandum of Agreement (HLRMOA) with the Florida Department of Transportation."

Attachments: Resolution No. 2017-02

**Reviewed by
City Manager:**

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RESOLUTION 2017-02

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT A HIGHWAY BEAUTIFICATION GRANT, AND ENTER INTO A HIGHWAY BEAUTIFICATION COUNCIL GRANT, LANDSCAPE CONSTRUCTION, AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, many roadside areas and median strips within Florida Department of Transportation rights-of-way should be maintained and attractively landscaped; and

WHEREAS, SR699 (a/k/a Blind Pass Road) from 75th Avenue to 82nd Avenue serves as main thoroughfares in St. Pete Beach; and

WHEREAS, FDOT owns SR699 (a/k/a Blind Pass Road) from 75th Avenue to 82nd Avenue consisting of road improvements, medians and grassed areas abutting thereon located on SR699 (Blind Pass Road) from 75th Avenue to 82nd Avenue; and

WHEREAS, the City of St. Pete Beach desires to further improve SR699 (a/k/a Blind Pass Road) from 75th Avenue to 82nd Avenue through the installation of landscaping in its medians; and

WHEREAS, the City Commission of the City of St. Pete Beach has authorized the City Manager to apply for a Highway Beautification Council Grant from the Florida Department of Transportation, and to enter into a Highway Beautification Grant, Landscape Construction, and Maintenance Memorandum of Agreement between the City of St. Pete Beach and the Florida Department of Transportation.

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

SECTION 1. Recitals. The above recitals (“Whereas” clauses) are true and correct and adopted hereby as findings, purpose and intent of the City Commission.

SECTION 2. The City Commission of the City of St. Pete Beach reaffirms its authorization for the City Manager to apply for a Highway Beautification Council Grant from the Florida Department of Transportation, to accept the grant and enter into a Highway Beautification Grant, Landscape Construction, and Maintenance Memorandum of Agreement between the City of St. Pete Beach and the Florida Department of Transportation, which was executed on or about _____, 2017.

SECTION 3. The City Clerk of City of St. Pete Beach is hereby directed to send copies of this Resolution to the Florida Department of Transportation and all other persons as directed by the

City Commission or City Manager.

SECTION 4. This resolution shall take effect immediately upon adoption.

CITY COMMISSION, CITY OF ST. PETE
BEACH, FLORIDA.

Deborah Schechner, Mayor

ATTEST:

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney