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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, April 11, 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. **Presentation of the City of St. Pete Beach, Florida
Audit Report for the Fiscal Year ending September 30,
2016**
 - b. **Recognition of Administrative Services Director Elaine
Edmunds Retirement**
2. **Changes to the Agenda** - Any agenda items to be added, moved, or deleted will be addressed at this time. Added items will be assigned agenda item numbers and moved items should remain with the same item numbers. Notation will be made that those items will be taken out of order. Consent items may be removed for discussion, changes, and/or anticipation of a non-unanimous vote and considered separately on the request of anyone on the Commission or by a majority vote of the City Commission upon request of an audience member.
3. **Audience Comments** - Comments shall be limited to 3 minutes per person to issues not on the agenda, 21 minutes in total.

4. Consent

- a. Authorization to approve special event application and street closure for the St. Pete Beach 5K Series scheduled for June 23, July 21, August 18, 2017. Closures would be 9th Ave from Gulf Way to Pass-a-Grille Way from 3-9:30pm.**

5. Action Items

- a. Conditional Use 2017-0005, authorization for a temporary lodging use with a building height greater than 50 feet and density above 30 units per acre, pursuant to Section 35.3(b)(1), 35.3(d)(2), and Sec. 39.6(p) of the Land Development Code. The Conditional Use Application is for lands located generally on the west side of the intersection of Gulf Winds Drive and Gulf Boulevard. (5750 Gulf Boulevard)**
- b. Development Agreement – An Agreement between the City of St. Pete Beach, Florida, and RIA Coral Reef, Inc. and authorized by Sections 163.3220-163.3243, Florida Statutes and the City's Land Development Code, Section 45.1-45.12, for improvements of the City's wastewater system.**
- c. Authorize the City Manager to enter into a Purchasing Agreement with Luke's Landscaping, Inc. for \$60,000 for Landscaping on State Road 699 (Blind Pass Road) from 82nd Avenue to Captive Circle.**
- d. Authorize the City Manager to execute a change order to the existing contract with USA Voltage, LLC in the amount of \$42,550 to provide underground utility service connections for the Pass-a-Grille Way North Reconstruction project.**
- e. Authorize the City Manager to sign the updated Lighting Proposal from Duke Energy, which includes the projected fees associated with street light rental and maintenance as well as an invoice for the Contribution In Aid of Construction Fee for the Pass-A-Grille Way North Reconstruction project.**
- f. City Clerk Compensation**

6. Ordinances

- a. Final Reading and Public Hearing of Ordinance 2017-05, an ordinance of the City of St. Pete Beach, Florida providing for amendments to Appendix A of the code of ordinances; amending wastewater connection fees; providing for the repeal of ordinances or parts of ordinances in conflict herewith; providing for severability, construction, publication, and an effective date.**
- b. Ordinance 2017-04, First reading and Public Hearing amending chapter 82 - Traffic and Vehicles of the City of St. Pete Beach Code of Ordinances, Section 82-244 of Division 4 pertaining to "D" parking decals.**

7. Resolutions – No items submitted at this time.

8. Items for Discussion

- a. Florida League of Cities Update**
- b. Chamber of Commerce Sign**

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

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

11. Adjournment

APPEAL: In accordance with Florida Statute 286.0105, if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not furnish verbatim transcripts. Interested parties should make the necessary arrangements for verbatim transcripts.

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

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

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

Issue Considered: Presentation of the City of St. Pete Beach, Florida Audit Report for the Fiscal Year ending September 30, 2016

Date: April 11, 2017

Prepared By: Elaine Edmunds, Administrative Services Director

Summary of Issue: The city auditor, Zach Chalifour of James Moore & Company, will present the audit for the City of St. Pete Beach for the fiscal year ending September 30, 2016. A copy of the audit is on the City website for public review.

**Reviewed by
City Manager:**

WS

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

Issue Considered: Authorization to approve special event application and street closure for the St. Pete Beach 5K Series scheduled for June 23, July 21, August 18, 2017. Closures would be 9th Ave from Gulf Way to Pass-a-Grille Way from 3-9:30pm.

Date: April 11, 2017

Prepared By: Jennifer McMahon, Recreation Director

Summary of Issue: This event includes health and fitness vendors, 5K on the beach, awards and post party on Pass-a-Grille Park. The event requests that 9th Avenue be closed from Pass-a-Grille Way to Gulf Way from 3-9:30pm on June 23, July 21 and August 18, 2017. Alcohol would be restricted to the enclosed area on 9th Ave. Street closures and alcohol consumption on public street need the approval by commission.

Funding: N/A

Requested Motion: “I move to approve the special event application and street closure for the St. Pete Beach 5K Series scheduled for June 23, July 21, August 18, 2017. Closures would be 9th Ave from Gulf Way to Pass-a-Grille Way from 3-9:30pm.

Attachments: Event application and map

**Reviewed by
City Manager** WS



City of St. Pete Beach Recreation
Department
Event Application

Applicant

Name of Applicant: BARBARA CHILDS Title(if applicable): RACE DIRECTOR

Name of Organization (if applicable): ST. PETE ROAD RUNNERS

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

Mailing Address: P.O. BOX 14516, ST. PTETERSBURG, FL 33733

Cell Phone: 813-414-3634 Email: BEACHRACES@SPR.ORG

Event Information

Event Title: St. Pete Beach Race Series Event/Organization Web Address: www.sprr.org

Event Location(s): The Hurricane Restaurant, Pass-A-Grille, St. Pete Beach - on the beach

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>6/23/17</u>	<u>FRIDAY</u>	<u>6:30pm</u>	<u>8:30pm</u>
<u>7/21/17</u>	<u>FRIDAY</u>	<u>6:30pm</u>	<u>8:30pm</u>
<u>8/18/17</u>	<u>FRIDAY</u>	<u>6:30pm</u>	<u>8:30pm</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

Set Up Date(s): 6/23, 7/21, 8/18 Time(s) 3:00pm to 6:30pm

Cleanup Date(s): 6/23, 7/21, 8/18 Time(s) 8:30pm to 9:30pm

Description of Event: 5k run on the beach followed by awards distribution and after party on 9th Ave beside the Hurricane Restaurant

Will this be an Annual Event? ☒ Yes ☐ No If yes, next year's date(s): 6/22/18, 7/20/18, 8/17/18

Event Logistics

Estimated Attendance 300 each event 300 each event
(includes event crew, participants, and spectators) This Year Last Year (if Applicable)

List all event activities: 5k run/walk, health & fitness sponsors, awards & post race party. New this year honoring our First Responders, Pinellas County Sheriffs Dept display as June race, local Fire Depts display at July race

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

Buffet provided by the Hurricane Restaurant, donated beer

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

List all other vendors (may need to provide copy of certificate of insurance) TBA,
Race insurance covered by Road Runners Club of America

Event Equipment (include dimensions, seating, staging, tents, platforms, booths, scaffolding, truck, etc. on site map) Truck to drive on beach to deliver table & water for runners; clock & start/finisher chute on beach behind Pass-A-Grille park at 9th Ave & Gulf Way

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

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) 6 - 8 10' x 10' tents/canopies on 9th Ave for fitness sponsors;
DJ / microphone announcer for awards; vehicle display by Sheriff's Dept and Fire Depts on 9th Ave.

List times of music and/or amplified sound (list PA systems, microphone, speakers, amps) 5:00pm - 8:00pm

Electricity Needed ☒ Yes ☐ No Source: Will supply generator for DJ is necessary

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

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

Please list any admission charges, donations, parking, registration or other fees and how much?
Race entry is \$35

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

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

Road	Start Intersection	End Intersection	Date	Times
<u>9th AVE</u>	<u>GULF WAY</u>	<u>PASS-A-GRILLE WAY</u>	<u>6/23/17</u>	<u>3:00pm - 9:30pm</u>
<u>9th AVE</u>	<u>GULF WAY</u>	<u>PASSE-A-GRILLE WAY</u>	<u>7/21/17</u>	<u>3:00pm - 9:30pm</u>
<u>9th AVE</u>	<u>GULF WAY</u>	<u>PASSE-A-GRILLE WAY</u>	<u>8/18/17</u>	<u>3:00pm - 9:30pm</u>

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

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

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

BARBARA CHILDS
Print Name

Barbara Childs
Signature

ST. PETE ROAD RUNNERS
Corporation Name (if applicable)

3/25/2017
Date

**ST. PETE ROAD RUNNERS
2017 SUMMER BEACH RACE SERIES
at Pass-A-Grille Park & the Hurricane Restaurant**

DATES:

FRIDAY, JUNE 23, 2017, 6:30pm event start
FRIDAY, JULY 21, 2017, 6:30pm event start
FRIDAY, AUGUST 18, 2017, 6:30pm event start

TRAFFIC & PARKING PLAN:

Use existing street parking. Close 9th Ave between Gulf Way and Pass-A-Grille Way from 3:00pm until 9:30pm on each race evening.

SAFETY PLAN:

EMS. The alley behind the Hurricane running from 8th Avenue to 9th Avenue will no be blocked for passage of emergency vehicles.

CERTIFICATE OF INSURANCE:

To be provided by RRCA when site is approved.

DAY OF EVENT CONTACT:

Barbara Childs 813.414.3634

**TAX EXEMPT DOCUMENTATION & NON-PROFIT
DOCUMENTATION:**

Attached

SITE MAP:

Please see attached site map. Service of alcohol will be restricted within the bounds of temporary fencing stretching from the porch of the Hurricane on 9th Ave, across 9th Ave and into part of Pass-A-Grille Park, not interfering with sidewalks or bus shelter.

SITE MAP - ST PETE ROADRUNNERS
BEACH 5K SERIES

PASS-A-GRIFFIN PARK & THE HURRICANE
RESTAURANT, ST. PETE BEACH

10th AVENUE

PASS-A-GRIFFIN
PARK

SHUFFLE BOARD

9th AVE

HURRICANE
PARKING
LOT

ALLEY WAY

HURRICANE

GULF
WAY

NORTH

PHONE
BOOTH

BEACH
ACCESS

St. Pete Beach City Commission Agenda Report

Issue Considered: Public Hearing for Conditional Use Case 2017-0005.

Date: April 11th, 2017

Prepared By: Jennifer Bryla, Community Development Director

Presented By: Wayne Saunders, City Manager

Summary of Issue: Applicant requests conditional use approval for a temporary lodging use with building height greater than 50 feet and density above 30 units per acre, pursuant to Section 35.3(b)(1), 35.3(d)(2), and Sec. 39.6(p) of the City's Land Development Code.

The mixed use development is proposing a 217 room hotel, an 811 space multi-story parking structure, a timeshare sales center, a spa and fitness center, a marketing office, a Coral Reef reception area for the existing facility, and other ancillary amenities. The height of the proposed structure is 116' and is located on the site of the previous Coral Reef hotel, which was demolished in 2014. This development is the first phase in a unified development plan for the Tradewinds property holdings.

As the item is a Conditional Use application, it contains a considerable amount of supplemental information that provides additional data for the case. These studies and information are too large to attach electronically but hard copies can be found in the Community Development Department of the City for inspection.

The item was heard by the Planning Board consistent with the Comprehensive Plan and the Board unanimously recommended approval 4-0 on March 21st, 2017. The Planning Board confirmed the conditions

recommended by staff with one exception; they amended condition #4 to require the 10' sidewalk at the time of CO.

The TRC met to discuss the project and review the criteria for Conditional Use Approval on March 1st, and the 7th 2017 and established the following generalized conditions on the project:

- The Conditional Use specifically approves the plans submitted on March 7, 2017.
- The project is considered a unified site plan as evidenced by the "Covenant running with the land in lieu of unity of title"
- The applicant shall provide a lateral beach easement of 10' running north to south along the full length of the unified site.
- Provide ROW along Gulf Boulevard to the City to expand the existing 5' sidewalk to 10' for the Sugar Sands project at the time of CO and within 5 years for the entire unified site.
- Provide a public beach access along the property line running from Gulf Blvd to the sand beach.
- Provide the recommended landscape improvements outlined in Division 22 and 39 of the LDC.
- Compliance with design standards outlined in LDC code sections 39.3 (b), 39.3 (d), 39.3 (e), 39.10 (b) (1), 39.10 (b) (3), 39.7 (c), and 39.7 (e).
- Provide a completed dune system along the full length of the unified plan by issuance of the CO.
- Complete sign package must be submitted by site plan review.
- The project shall function and operate strictly as a transient lodging facility.

- The applicant may at their discretion transition from transient lodging hotel to transient lodging time share.
- The CU is contingent on the approval of the Development Agreement between the City of St. Pete Beach and RIA Coral Reef.

Requested Motion:

“I move to approve conditional use case 2017-0005 with the conditions as presented by the TRC”

Attachments:

**Staff Report
Application
Narrative
Traffic Analysis
Site Plan**

**Reviewed by
City Manager:**

WS

St. Pete Beach City Commission

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

4/11/17

Conditional Use
Case #: 2017-0005
(New Hotel
Development)

Agent/Owner
E.D. Armstrong /
RIA-Coral Reef Inc.

Location
5750 Gulf Boulevard

Commission District
District 3

Staff Representative
Jennifer Bryla,
Community
Development

Findings

Findings are further explored in the Justification and technical review portion of the Staff Report. Staff has determined, pursuant to Sec. 4.4 (Conditional Use Approval Criteria) the following:

1. The proposed application is consistent with Florida Statutes.
2. The proposed application will be

ITEM SUMMARY:

The applicant is requesting conditional use approval to construct a mixed use development on the previously occupied Coral Reef transient lodging facility site. The proposal will be a component of the Tradewinds Resort development. The request requires a conditional use

approval for a temporary lodging use with building height greater than 50 feet and density above 30 units per acre, pursuant to Section 35.3(b)(1), 35.3(d)(2), and Sec. 39.6(p) of the City's Land Development Code.

The mixed use development is proposing a 217 room hotel, an 811 space multi-story parking structure, a timeshare sales center, a spa and fitness center, a marketing office, a Coral Reef reception area for the existing facility, and other ancillary amenities. The height of the proposed structure is 116' and is located on the site of the previous Coral Reef hotel, which was demolished in 2014. This development is the first phase in a unified development plan for the Tradewinds property holdings.



Code language requirement	Proposed
Sec. 35.3(b)(1) & Sec. 39.6(p) - Temporary lodging use that will exceed 50 feet in height & 30 units to the acre	116 feet 46 upa

consistent with the Comprehensive Plan when infrastructure improvements are completed. 3. The proposed application is compatible with the character of the existing area. 4. The proposed application will not have a negative impact on off-street parking or transportation. 5. The proposed application will not negatively affect public health, safety, or welfare. Planning Board Recommendation <i>Approval (4-0) Shavlan/ Lehman with outlined conditions.</i> Staff Recommendation <i>Approval with outlined conditions.</i>	<table border="1" data-bbox="440 142 1433 363"> <tr> <td data-bbox="440 142 1040 363"> 35.3(d)(2) - Commercial Parking Structure </td><td data-bbox="1040 142 1433 363"> Use as a Commercial Parking lot will be determined by the applicant during a later phase. </td></tr> </table> Existing Use: Vacant (previously a 200 room hotel) Proposed Use: Hotel with structured parking and amenities Adjacent Uses: North: Hotel (Alden Suites) South: Breckenridge at Tradewinds Resort East: Infrastructure (Gulf Blvd.) West: Beach (Gulf of Mexico) PUBLIC NOTICE: Notice of public hearing has been advertised and notice has been provided as required by State Statutes including mailings within 500 feet of the subject property, posting of the property, and newspaper advertisement. As of the date of this report, two written comments have been received; one opposed and one in favor. Oral and written comments may be presented at the public hearing. COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE: The subject property has a future land use designation of LR (Large Resort District) and P (Preservation District) in the City of St. Pete Beach Comprehensive Plan. It is located in the Gulf Boulevard Community Redevelopment District, which encourages the redevelopment of hotels and their accessory uses that are permitted in the LR District. This is supported by the Comprehensive Plan statement which says “There is a strong desire by both residents and multi-generational local hotel and motel owners to preserve the heritage of our City as a tourist destination because it is the foundation of our local economy and it offers the residents a diversity of services and amenities as well as public access to our beaches.” The subject property is also zoned LR (Large Resort District) and P (Preservation District) in the City of St. Pete Beach Land Development Code (LDC) which allows temporary lodging uses as permitted uses and a variety of ancillary associated uses with conditional use approval. Pursuant to the Comprehensive Plan remedial action agreement (DOAH Case No.: 13-003401GM), the City may not issue any development order for a building exceeding eighty (80) feet in height within the Community Redevelopment District until the studies identified in the agreement have been completed. To date, all studies outlined in DOAH case have been completed.	35.3(d)(2) - Commercial Parking Structure	Use as a Commercial Parking lot will be determined by the applicant during a later phase.
35.3(d)(2) - Commercial Parking Structure	Use as a Commercial Parking lot will be determined by the applicant during a later phase.		

JUSTIFICATION / TECHNICAL REVIEW:

City Staff has reviewed the standards for review in section 4.4 and has determined the following:

Standards applicable to all conditional uses. When considering an application for approval of a conditional use, the city commission review shall consider the following standards:

(1) Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan, any adopted special area plan and these regulations; *The application is consistent as is evidenced by Goal 2 of the FLUE, and Goal 2 of the Community Redevelopment District.*

(2) Whether the proposed use will be compatible with the character of the existing area, including existing structures and structures under construction, existing public facilities and public facilities under construction, and residential, commercial and/or service facilities available within the existing area. More specifically:

a. Whether the overall appearance and function of the area will be significantly affected. Consideration shall be given to the existence of other uses in the area, based on the number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area; *The application is consistent with other uses in the area as the proposed project is located within the Large Resort District of the Community Redevelopment District. The adjacent properties to the north and south of the site are transient lodging accommodations or high rise multi-family structures.*

b. Whether the application will preserve any city, state or federally designated historic, scenic, archaeological, or cultural resources; *The applicant will preserve any such resources should any exist. None are presently known to the City in the area of the proposed development.*

c. Whether the application will be compatible with adjacent development, if any, based on characteristics such as size, building style and scale; or whether such incompatibilities are mitigated through such means as screening, landscaping, setbacks, and other design features; *The proposed development is compatible with adjacent development, as noted previously the adjacent properties*

are also transient lodging or high-rise multi-family. The applicant is proposing a 30' buffer along the property line adjacent to multi-family and is proposing enhanced landscape along the Gulf Boulevard pedestrian corridor.

d. Whether the application will have significant adverse impacts on the livability and usability of nearby land due to noise, dust, fumes, smoke, glare from lights, late-night operations, odors, vehicular traffic, truck and other delivery trips, the amount, location, and nature of any outside activities, potential for increased litter, or privacy and safety issues. *The application is not anticipated to have adverse impacts on the livability of surrounding properties. The proposed buffer adjacent to multi-family and beach access point are being incorporated into the overall siteplan for the project.*

(3) Whether the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to arterials, transit availability, on-street parking impacts, if any, site access requirements, neighborhood impacts, and pedestrian safety; *The applicant has provided the required Transportation Impact Analysis and the City's transportation engineer found that any increases in traffic would be under the City's required levels of service and therefore would not have an adverse impact on the City's transportation systems.*

(4) Whether the minimum off-street parking area required and the amount of space needed for the loading and unloading of trucks, if applicable, will be provided and will function properly and safely; *The application provides for adequate parking and loading facilities.*

(5) Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made; *The application will generally not affect the health safety and welfare of the community, but enhance the goals and policies for a vibrant transient lodging destination as outlined in the Comprehensive Plan.*

(6) Whether the applicant has demonstrated the financial and technical capacity to complete any improvements and mitigation necessitated by the development as proposed and has made adequate legal provision to

guarantee the provision such improvements and mitigation; *The applicant has demonstrated the ability to complete the project in a timely manner with the inclusion of the Development Agreement as a condition of approval.*

(7) Whether the proposed use complies with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach. *The proposed use complies with all other provisions of this code as the proposed project is a transient lodging facility and prohibited from transitioning to permanent residential units*

In addition, criteria for review of conditional uses within the Community Redevelopment District shall meet the following:

The following criteria are to be used to evaluate the extent that the proposed project can demonstrate that no unreasonable or disproportionately negative impacts are imposed upon adjacent or nearby properties:

- Utility infrastructure, including sanitary sewer, reclaimed water, potable water, electric and natural gas services, and data transmission and telecommunication services

The City currently contracts with the City of St. Petersburg to provide its wastewater treatment. The adopted level of service is 149.50 gallons per day per capita (GPCD). Although strides are being made to improve the City's systems, the capacity for treatment remains available at the St. Petersburg facility. The City of St. Pete Beach is over capacity for conveyance of wastewater and is not able to accommodate any additional impacts on the system until improvements are made to the system, which are outlined in the Development Agreement that is a companion piece to this Conditional Use application.

- Transportation infrastructure, including ingress and egress from public right-of-way, traffic control devices and signalization, internal vehicle circulation of the site, design and function of parking areas, loading and unloading areas, pedestrian transit infrastructure and amenities, and public sidewalks and roadways.

The proposed application was reviewed by a transportation engineer on behalf of the city during the technical review process and recommendations have been made accordingly to mitigate for any adverse impacts the project may pose.

- Hydrological features and stormwater management infrastructure

The Applicant is proposing to include components within this project, as well as any future phases, for consistency with the Comprehensive Plan criteria, which requires containment of a 24 hour/25 year storm event.

	• Aesthetic and architectural features of the development, including site layout, physical dimensions of structures such as height and massing, design and appearance of building facades, exterior building materials, advertising and directional signage and the provision and maintenance of Gulf and Bay view and vistas. <i>The applicant has provided shadow studies and illustrative renderings of the proposed structures that serve to enhance the aesthetic of the St. Pete Beach community.</i> • Site landscaping, open space provision and impervious surface limitations. <i>The proposed project meets or exceeds the criteria expressed in the City guiding documents for open space; further the applicant is providing enhanced landscape standards. The applicant will also be completing the dune system that currently runs westward of the project site.</i> • Operational and functional requirements of facilities, including hours of operation, provision of required services or amenities, lighting requirements, noise abatement requirements, residency limitations and facilities maintenance. <i>The proposed project meets or exceeds the criteria expressed in the City guiding documents.</i> • Fire suppression and facility security. <i>The proposed project meets or exceeds the criteria expressed in the City guiding documents and has been reviewed for compliance by the City's Fire Marshall. The applicant also has full time private security personnel on site daily.</i> • Emergency management and hurricane evacuation provisions. <i>The applicant has provided as a component of the application, an emergency preparedness process manual that meets or exceeds the criteria expressed in the City guiding documents.</i> • For temporary lodging uses taller than 50 feet in height or a density greater than 30 units per acre, the following additional issues shall be considered. • The amount of separation provided between the proposed temporary lodging use and any existing buildings on adjoining properties and resulting impact on sunlight and views. <i>The applicant has provided shadow studies and illustrative renderings of the proposed structures that provide clarity to the impact to surrounding properties. The applicant did receive a letter of no-objection from the adjoining property owner to the north and a letter of support from the property owners to the west of the proposed development. The applicant is in control of the structures to the south.</i> • The proximity of any adjacent residential building to the Florida Coastal Construction Control Line and the degree to which the
--	--

proposed temporary lodging use and /or any accessory use or structure maintains an open view of the waterfront from neighboring properties.

The proposed project is not proposing any residential development. The project is proposing additional pedestrian access and viewsheds are incorporated as a component of the unified development plan.

The Technical Review Committee reviewed the application on March 1st, 2017 and received revised drawings in response to comments on March 7th, 2017 and has the following departmental comments:

- Recreation: None.
- Building: None.
- Fire: None.
- Public Services: See conditions below.
- Code Enforcement: None.
- Planning & Zoning: See conditions below.

PLANNING BOARD RECOMMENDATION:

The Planning Board reviewed the proposed conditional use application on March 21st, 2017 and provided a unanimous recommendation of approval 4-0 (Shavlan/Lehman) accepting the recommended staff conditions except for condition #4. The Board requested an amendment to condition #4 to read as follows:

4. The Applicant shall expand the existing sidewalk from its existing 5 feet in width to 10 feet in width along Gulf Boulevard as measured from the back of the existing curb for the full length of the unified site as identified on Sheet C6 of the Preliminary Site Plan. The construction of the expanded sidewalk which is adjacent to each phase of construction shall be completed prior to the issuance of the Certificate of Occupancy for that adjacent phase of construction on the unified site and in all cases the entire unified sidewalk shall be constructed **within 5 years at the time** of the issuance of the Certificate of Occupancy for CU #2017-0005, "the Sugar Sands". However, this condition shall only become effective upon the City entering into an agreement with the Florida Department of Transportation (FDOT) that allows the City to maintain this expanded sidewalk. Should the City and the FDOT not enter into an agreement regarding the maintenance of the expanded sidewalk, this condition shall be null and void and the Applicant shall have no obligation to construct the expanded sidewalk.

STAFF RECOMMENDATION:

Upon review of the City's guiding documents, additional research, meeting with regulatory agencies, and after the public hearing at the Planning Board, Staff recommends approval with the following conditions: (*The conditions that have been amended from the Planning Board hearing are noted in red*)

1. Approval of this Application constitutes approval of a Conditional Use for a Temporary Lodging Use in the Large Resort Zoning District with a height of over 50 feet and with a density greater than 30 units per acre for the Sugar Sands at Tradewinds Island Grand Beach Resort to be located at 5750 Gulf Boulevard. This Conditional Use specifically approves the Sugar Sands development with 217 Temporary Lodging Units and an 811 – space parking garage as shown on the Preliminary Site Plan, Architectural Plans and Landscape Plan as submitted by the Applicant to the City on February 17, 2017 and was reviewed by the Technical Review Committee (TRC) on March 1, 2017 and resubmitted in response to comments on March 7, 2017, and attached to this staff report as Exhibit A.
2. The execution of the *“Covenant running with the land in lieu of unity of title” shall be completed prior to the issuance of a building permit for the conditional use. Should the Conditional Use fail to be approved, the “Covenant running with the land in lieu of unity of title” shall be considered null and void.* ~~unified site as shown on Sheet C6 of the Preliminary Site Plan is recognized as the conceptual master plan for the Tradewinds Island Grand Beach Resort, and~~ This unified site demonstrates the Tradewinds' compliance with the City's requirements for density, parking, setbacks and other site development regulations. Approval of this Conditional Use approves the construction of the Sugar Sands phase only and future phases of construction shall be required to meet the City's *Land Development Code* in effect at the time.
3. The Applicant shall dedicate to the City an unimproved public access easement landward of the mean high water line as required by Policy 5 of the Large Resort Character District of the Community Redevelopment District, *Future Land Use Element* of the *Comprehensive Plan*. This unimproved public access easement shall be a minimum of 10 feet in width and shall extend the full length of the unified site as identified on Sheet C6 of the Preliminary Site Plan. This unimproved public access easement shall be dedicated to the City prior to the issuance of the building permit for the Sugar Sands. The form and contents of the public access easement shall be acceptable to the City Attorney.
4. The Applicant shall *provide an easement to the City to* expand the existing sidewalk from its existing 5 feet in width to 10 feet in width along Gulf Boulevard as measured from the back of the existing curb for the full length of the unified site as identified on Sheet C6 of the Preliminary Site Plan. The construction of the expanded sidewalk which is adjacent to each phase

of construction shall be completed prior to the issuance of the Certificate of Occupancy for that adjacent phase of construction on the unified site and in all cases the entire unified sidewalk shall be constructed within 5 years of the issuance of the Certificate of Occupancy for CU #2017-0005, “the Sugar Sands”. However, this condition shall only become effective upon the City entering into an agreement with the Florida Department of Transportation (FDOT) that *transfers the easement to the FDOT for the expanded sidewalk. allows the City to maintain this expanded sidewalk. Should the FDOT require above ground hazards to be removed from the sidewalk prior to construction, the applicant will not be responsible for such removal.* Should the City and the FDOT not enter into an agreement regarding ~~the maintenance of the expanded sidewalk~~, this condition shall be null and void and the Applicant shall have no obligation to construct the expanded sidewalk.

5. The Applicant shall dedicate to the City a pedestrian access easement along the unified site’s frontage of Gulf Boulevard. This pedestrian access easement shall be of a sufficient width such that the existing right-of-way and this new easement together total 10 feet in width as measured from the back of curb and shall extend the full length of the unified site as identified on Sheet C6 of the Preliminary Site Plan. This pedestrian access easement shall be dedicated to the City prior to the issuance of the Certificate of Occupancy for the Sugar Sands. However, this condition shall only become effective upon the City entering into an agreement with the Florida Department of Transportation (FDOT). ~~that allows the City to maintain this expanded sidewalk.~~ Should the City and the FDOT not enter into an agreement ~~regarding the maintenance of the expanded sidewalk~~, this condition shall be null and void and the Applicant shall have no obligation to dedicate this easement. The form and contents of the pedestrian access easement shall be acceptable to the City Attorney.
6. The Applicant shall dedicate to the City a public access easement from Gulf Boulevard to the beach along the southern boundary of the unified site in the general location shown on Sheet C6 of the Preliminary Site Plan. The public beach access easement shall be a minimum of 10 feet in width and shall extend from the eastern property line west to the Coastal Construction Control Line. This public beach access shall be dedicated to the City no later than 12 months after issuance of a Certificate of Occupancy for CU #2017-0005, “the Sugar Sands”. *Should a parking shortfall result from this dedication, the applicant will provide an agreement for off-site employee parking that satisfies any shortfall.* The form and contents of the public beach access easement shall be acceptable to the City Attorney.
7. The Sugar Sands shall comply with the landscape requirements of the *Land Development Code*, Divisions 22 and 39, except where existing buildings create a conflict with the placement of vegetation, in which case the standards may be amended upon the TRC review and approval.
8. The Sugar Sands shall comply with and incorporate the following Design

standards contained in the *Land Development Code*, Sections 39.3 (b), 39.3 (d), 39.3 (e), 39.10 (b) (1), 39.10 (b) (3), 39.7 (c), and 39.7 (e).

9. The Applicant shall construct a dune on the beach in front of the Coral Reef and a dune in front of the Breckenridge to complete the dune system of the unified site as identified on Sheet C6 of the Preliminary Site Plan. The design and construction of the dunes shall be in accordance with the Florida Department of Environmental Protections' standards for dune construction and planting, including the document entitled "Recommendations for St. Pete Beach Dune Enhancement at PI R-148" *or in a manner that is acceptable to the City*. The construction of the dunes shall be completed prior to the Certificate of Occupancy for CU #2017-0005, "the Sugar Sands".
10. The Sugar Sands shall submit the sign package for the proposed project at the time of site plan review. The package shall comply with the City's *Land Development Code* requirements.
11. The Sugar Sands is approved as a Temporary Lodging Use and shall be built, function, operated and occupied exclusively as a Temporary Lodging Use; and the project shall comply fully with the requirements of the *Land Development Code* Section 39.6 with regard to operational and occupancy restrictions.
12. The Conditional Use approval is for 217 transient lodging hotel units, should the applicant choose to transition to transient lodging time share units the total number of transient lodging units that have been encumbered will be reduced to accurately reflect project density.
13. The stormwater management plan *for this project* must, at a minimum, meet criteria as outlined in Goal 2 of the Infrastructure Element the City of St. Pete Beach adopted Comprehensive Plan, which outlines that a 25-year frequency and a 24-hour storm event must be accommodated.
14. This application for a Conditional Use Permit (the "CUP") is contingent upon the applicant funding certain design, engineering and construction of the City's sanitary sewer system generally located from 59th Avenue north to pump station one (1), more fully described in the proposed Development Agreement between the applicant and the City, which will provide the necessary capacity in the sewer service to the proposed CUP project known as "Sugar Sands." The approval of this application for the CUP is contingent upon satisfactory compliance with the terms of the Development Agreement.



Agent Authorization Form
Community Development Department
City of St. Pete Beach, Florida

I/WE

RIA-Coral Reef, Inc.

(print name of property owner)

hereby authorize

Ed Armstrong

(print name of agent)

to represent me/us in an application for

Development Agreement & Conditional Use Permit

(type of application: variance, land use, zoning, special event, etc)

Signature of owner

Print name of owner

Timothy R. Bogott
Timothy R. Bogott

Signature of owner

Print name of owner

RIA-Coral Reef, Inc.
RIA-Coral Reef, Inc.

The foregoing instrument was acknowledged before me this 7th day of February, 2017, by Timothy R. Bogott who is personally known X or produced _____ as identification.

(Notary Signature)

My commission expires

Susan Johnson-Cox

7/2/17

(Date)

2/7/17





Agent Authorization Form
Community Development Department
City of St. Pete Beach, Florida

I/WE

RIA-Coral Reef, Inc.

(print name of property owner)

hereby authorize

Tom Knapp and John Davies, RKM Building Construction

(print name of agent)

to represent me/us in an application for

**Site Plan & Construction, Conditional Use Permit, &
Development Agreement**

(type of application: variance, land use, zoning, special event, etc.)

Signature of owner

Timothy R. Bogott
Timothy R. Bogott

Print name of owner

Signature of owner

RIA-Coral Reef, Inc.
RIA-Coral Reef, Inc.

Print name of owner

The foregoing instrument was acknowledged before me this 7 day of February, 2017, by Timothy R. Bogott who is personally known x or produced as identification.

(Notary Signature)

My commission expires

7/2/17

(Date)

2/7/17





Agent Authorization Form
Community Development Department
City of St. Pete Beach, Florida

I/WE

RIA-Coral Reef, Inc.

(print name of property owner)

hereby authorize

Cyndi Tarapani

(print name of agent)

to represent me/us in an application for

Conditional Use Permit & Development Agreement

(type of application: variance, land use, zoning, special event, etc)

Signature of owner

Print name of owner

Signature of owner

Print name of owner

The foregoing instrument was acknowledged before me this 7 day of February, 2017, by Timothy R. Bogott who is personally known X or produced as identification.

(Notary Signature)

My commission expires

07/02/17



(Date)

2/7/17

Conditional Use Application



City of St. Pete Beach
Community Development Department
155 Corey Avenue
St. Pete Beach, Florida 33706
(727) 367-2735
www.stpetebeach.org

Case Number: 2016-0045

PROPERTY OWNER:

Name: RIA-Coral Reef, Inc.

Address: 5600 Gulf Boulevard

City: St. Pete Beach State: FL

Zip: 33706 Telephone: 727-363-2244

Email: tbogott@twresort.com

APPLICANT/AGENT (Attach agent authorization form):

Name: E.D. Armstrong, Hill Ward Henderson

Address: 600 Cleveland Street, Suite 800

City: Clearwater State: FL

Zip: 33755 Telephone: 727-259-6789

Email: earmstrong@hwh.law

SUBJECT PROPERTY:

Address: 5750 Gulf Boulevard Current Name of Business: Tradewinds Island Grand Beach Resort

Parcel ID: 1-32-15-00000-110-0600 Name of Project: Sugar Sands at Tradewinds Island Grand Beach Resort

DETAILS OF THE REQUEST, INCLUDING APPLICABLE CODE SECTIONS AND ANY ASSOCIATED CASES (Add additional sheets if necessary):

Conditional Use for Sugar Sands, a 217 unit Temporary Lodging Use with a height greater than 50 feet and density greater than 30 units per acre. See Conditional Use Narrative at Tab 1.

Signature of Applicant / Agent

Date

In order for an application for a conditional use to be approved or approved with conditions, the City Commission must make a positive finding with regard to each of the provisions below, pursuant to Division 4 of the City's Land Development Code (LDC). The applicant has the burden of proof demonstrating that the application for the conditional use complies with each of the requirements. Please explain in detail how your case meets these requirements (attach additional sheets if necessary):

1. **LDC Sec. 4.4(a)(1)** Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan and any adopted special area plan.

See Conditional Use Narrative and Submittal for Responses to all Criteria.

2. **LDC Sec. 4.4(a)(2)a-d** Whether the proposed use will be compatible with the character of the existing area, including existing structures and structures under construction, existing public facilities and public facilities under construction, and residential commercial and/or service facilities available within the existing area. More specifically:
 - a. Whether the overall appearance and function of the area will be significantly affected consideration shall be given to the existence of other uses in the area, based on the number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area;
 - b. Whether the application will preserve any city, state, or federally designated historic, scenic, archaeological, or cultural resources (check with Community Development to determine historic resource status);
 - c. Whether the application will be compatible with adjacent development, if any, based on characteristics such as size, building style and scale, or whether such incompatibilities are mitigated through such means as screening, landscaping, setbacks, and other design features;

7. The proposed use complies with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach.

See Conditional Use Narrative and Submittal

Sec. 4.12 of the Land Development Code additionally requires conditional use applications within the community redevelopment district to be evaluated upon the extent to which the applicant can demonstrate that the following issues are addressed in a manner consistent with the policies established in the community redevelopment plan for the district and that no unreasonable or disproportionately negative impacts are imposed upon adjacent or nearby properties:

1. Utility infrastructure, including sanitary sewer, reclaimed water, potable water, electric and natural gas services, and data transmission and telecommunications services.

See Conditional Use Narrative and Submittal for Responses to all Criteria.

2. Transportation infrastructure, including ingress and egress from public rights-of-way, traffic control devices and signalization, internal vehicle circulation of the site, design and function of parking areas, loading and unloading areas, pedestrian transit infrastructure and amenities, and public sidewalks and roadways.
3. Hydrological features and storm water management infrastructure.
4. Aesthetic and architectural features of the development, including site layout, physical dimensions of structures such as height and massing, design and appearance of building facades, exterior building materials, advertising and directional signage and the provision and maintenance of Gulf and Bay views and vistas.
5. Site landscaping, open space provision and impervious surface limitations.
6. Operational and functional requirements of facilities, including hours of operation, provision of required services or amenities, lighting requirements, noise abatement requirements, residency limitations and facilities maintenance.
7. Fire suppression and facility security.
8. Emergency management and hurricane evacuation provisions.

9. For temporary lodging uses taller than 50 feet in height or a density greater than 30 units per acre, the following additional issues shall be considered:

a. The amount of separation provided between the proposed temporary lodging use and any existing buildings on adjoining properties and resulting impact on sunlight and views; and

b. The proximity of any adjacent residential building to the Florida Coastal Construction Control Line and the degree to which the proposed temporary lodging use and/or any accessory use or structure maintains an open view of the waterfront from neighboring properties.



PUBLIC HEARING SIGN POSTING AFFIDAVIT

Applicant, Cynthia Tarapani, Florida Design Consultants, agrees to post the sign(s) in a conspicuous place, at the principal access to the property, in full view of the public, and not more than five (5) feet from the nearest street right of way or easement a minimum of seven (7) days in advance of the Public Hearing and remain in place until the requested action has been heard and decided. Multiple sign postings shall not be more than three hundred (300) feet apart. If the subject parcel(s) abut more than one (1) street, notices shall be posted along each street. When the subject parcel(s) does not front a public road, the sign shall be posted at the point on a public road by which the property is, or can be, reached.

The sign shall be maintained in good readable condition by the applicant. If the said sign is destroyed, lost, or becomes unreadable, the applicant or applicant's representative shall obtain a replacement sign. Any sign posted in accordance with these requirements shall be removed from the property and disposed of by the applicant or applicant's agent not later than 24 hours following the final decision.

Applicant/Agent (must fill out agent authorization form):

Name(print): Cynthia Tarapani, Florida Design Consultants

Address: 3030 Starkey Boulevard, New Port Richey, FL 34655

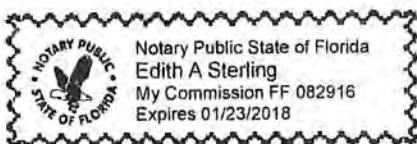
Cynthia Tarapani
Signature

15 February 2017
Date

STATE OF FLORIDA)
) SS:
PINELLAS COUNTY)

The foregoing instrument was acknowledged before me this 15th day of February, 2017 by Kathy Mazer, who appeared before me, and is personally known to me, or has produced as identification, and did take an oath.

My commission Expires:



NOTARY:

Edith A. Sterling
Print Name:

Notary Public, State of Florida

(Notarial Seal)

SUGAR SANDS
at
TRADEWINDS ISLAND GRAND BEACH RESORT
CONDITIONAL USE APPLICATION

Presented to:
City of St. Pete Beach
144 Corey Avenue
St. Pete Beach, Florida 33706

Prepared for:
RIA-Coral Reef, Inc.
5600 Gulf Boulevard
St. Pete Beach, Florida 33706

Prepared by:



Cynthia Tarapani, Vice President, Planning
Florida Design Consultants
3030 Starkey Boulevard
New Port Richey, Florida 34655

March 27, 2017

**SUGAR SANDS
at
TRADEWINDS ISLAND GRAND BEACH RESORT
CONDITIONAL USE APPLICATION**

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I. INTRODUCTION

RIA- Coral Reef, Inc., the Property Owner/ Applicant has submitted an application to the City of St. Pete Beach for Conditional Use approval for a new hotel building to be located within the Tradewinds Island Grand Beach Resort. The Tradewinds Resort is a large site of over 18 developable acres that contains multiple buildings containing temporary lodging uses and their accessory uses. From a zoning and operational perspective, the Tradewinds site is considered one overall site with the density, setbacks, parking and other site development requirements calculated for the overall site. Sheet C6, Overall Site Density Exhibit, of the Preliminary Site Plan illustrates the existing site and its improvements as compared to the proposed site showing the new hotel building, the Sugar Sands. Additionally, the Overall Site Density Exhibit calculates the density and parking for the overall site, thus demonstrating the Overall Site's compliance with these requirements.

The Overall Site Density Exhibit also shows the general location of future phases of redevelopment for additional temporary lodging uses. It is understood that this Conditional Use requests approval of the first phase, Sugar Sands, and that future temporary lodging uses will be required to submit a new Conditional Use Application for the City's review. It is further understood that future phases will have to comply with the City's Zoning and Building Codes in effect at the time of review.

The Tradewinds Resort contains two types of temporary lodging uses: hotel rooms and timeshare units. Over the last five years, the Breckenridge building has been converted from a hotel to a timeshare use, resulting in a reduction in the number of lodging units in the building and on the Overall Site. Consistent with that practice and in their sole discretion, the Tradewinds Resort intends to continue the conversion of some or all of the temporary lodging uses, including the proposed Sugar Sands, from hotel to timeshare units. Upon the conversion of a specific building, the Tradewinds Resort will report the change in the total number of units to the City and show these conversions on a revised Overall Site Density Exhibit identifying the revised number of units by building.

This Conditional Use Application is for a new temporary lodging use, Sugar Sands, to be located at the north end of the overall site at 5750 Gulf Boulevard. Sugar Sands will contain 217 hotel rooms and a parking garage with 811 spaces. Sugar Sands will also include the following amenities and related uses within the building:

- Spa and Fitness Center,
- Timeshare Sales Center and Call Center,
- Marketing Office and other Administrative offices for Tradewinds,
- Lobby/ Welcome Center for existing Coral Reef, and
- Other Ancillary uses to the Resort.

A new resort pool, restrooms and bar are also proposed along the beach side of the site.

In addition to the Conditional Use, the Applicant has also submitted a Development Agreement to confirm the agreement between the Applicant and the City for the construction of certain sewer infrastructure to serve the project as well as other development and redevelopment in this area of St. Pete Beach.

This Planning Analysis has been prepared in support of the Applicant's requests and is submitted to the City of St. Pete Beach as the Planning Department staff, the City's Planning Board and the City Commission review these applications. In the preparation of this analysis, Florida Design Consultants has reviewed and analyzed the following documents: the Applicant's Preliminary Site Plan, Architectural Plans, Landscape Plans, Boundary Survey, Development Agreement and supporting reports and analyses that are submitted as part of this Conditional Use Application. Additionally, Florida Design Consultants has reviewed and analyzed the City's *Comprehensive Plan*, the City's *Community Redevelopment District* of the *Future Land Use Element*, and the City's *Land Development Code* and conducted a field visit of the site and surrounding area.

II. STANDARDS FOR REVIEW OF CONDITIONAL USES (Land Development Code Section 4.4 (a))

Section 4.4 (a) of the City's *Land Development Code* establishes seven criteria to be considered by the City Commission when reviewing a Conditional Use. Section 4.12 (a) of the *Land Development Code* establishes nine additional criteria to be reviewed if the Conditional Use is located within the City's Community Redevelopment District. The Sugar Sands site is located within the CRD, and, therefore, the Conditional Use Application will be evaluated against both sets of criteria to demonstrate its compliance and this analysis is contained in **Sections III and IV** below. Each Code criterion is shown in **bold**, followed by an analysis of the Application's compliance with that criterion.

III. COMPLIANCE WITH STANDARDS FOR ALL CONDITIONAL USES (Land Development Code Section 4.12 (a))

1. **Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan, any adopted special area plan and these regulations.**

Analysis:

A. Consistency with the *Future Land Use Map* of the *Comprehensive Plan*

The Sugar Sands site is designated as Community Redevelopment District on the City's *Future Land Use Map* and is located within the Gulf Boulevard Redevelopment District. The Gulf Boulevard Redevelopment District is further governed by four character districts and this site is located within the Large Resort Character District. The permitted uses in the Large Resort Character District include Temporary Lodging Uses and Multifamily residential uses as Primary uses. The proposed use on the Sugar Sands site of a Temporary Lodging Use is a Primary Use and, therefore, is consistent with the permitted uses in the Large Resort Character District.

It should also be noted that the portion of the property that is west of the Coastal Construction Control Line (CCCL) is designated as P, Preservation on the City's Future Land Use Map. The Preservation Plan category is intended to recognize those properties that are environmentally significant natural resources areas. The proposed Sugar Sands site plan clearly shows the location of the CCCL within the property and no improvements seaward of the CCCL are included in this application. The Applicant reserves the right to propose improvements seaward of the CCCL in the future and recognizes that these improvements are subject to the review and approval of both the Department of Environmental Protection and the City of St. Pete Beach.

The Large Resort Character District allows two development scenarios based on the size of the property. A site must be three acres or larger in size to be considered a "Large-scale development." The Tradewinds site is 29.98 acres in overall size with 18.1 developable acres located to the east of the CCCL, and, therefore, qualifies as "Large-scale Development" for which the density is 75 units per acre for temporary lodging uses. The Tradewinds site currently contains multiple buildings used as temporary lodging uses with an existing density of 33.72 units per acre. The Sugar Sands proposes to construct 217 temporary lodging units which will increase the site's overall density to 45.68 units per acre. This proposed density for the Tradewinds site with the Sugar Sands addition is less than and in compliance with the maximum density of 75 units per acre for Large Scale developments in the Large Resort Character District.

In summary, both the proposed use of Temporary Lodging Use and its proposed density are consistent with the Large Resort Character District of the Gulf Boulevard Redevelopment District.

B. Consistency with the Applicable Goals, Policies and Objectives of the *Comprehensive Plan*

The Conditional Use application proposes to increase the number of temporary lodging uses in the Gulf Boulevard Redevelopment District specifically, and in the City generally. The proposed Sugar Sands is consistent with the City's overarching goals in the *Future Land Use Element* to encourage the preservation/ redevelopment of its hotels that support the tourist sector that is so important to the City's economy. The proposed Sugar Sands Temporary Lodging use is consistent with the following adopted principles, goals, objectives and policies of the *Future Land Use Element* shown below in *italics*.

A. **Section I, Citizen Input on Community Redevelopment, FLUE, Pages 1-2:**

- (4) *There is a strong desire by both residents and multi-generational local hotel and motel owners to preserve the heritage of our City as a tourist destination because it is the foundation of our local economy and it offers the residents a diversity of services and amenities as well as public access to our beaches.*
- ...
- (8) *Residents have expressed a need and desire for a safer community through redevelopment of aging, functionally obsolete and vacant properties to:*

- (a) *Reduce crime and vagrancy; and*
- (b) *Replace older structures and buildings with new construction that meets current Building Code standards and FEMA flood protection regulations to maximize protection from both wind and flood damage caused by hurricanes and tropical cyclones.*

...

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

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

...

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

Objective 2.3

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

Policy 2.3.5

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

Objective 2.13

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

Policy 2.13.3

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

C. Community Redevelopment District general redevelopment guidelines, standards and initiatives, FLUE, Page 38

(a) Designation of Densities and Intensities in General

...

Further, the City shall amend its LDC to include densities and intensities for each character district that shall:

...

2. Ensure that a comprehensive redevelopment strategy can be and shall be implemented through land development regulations that maintain the City's heritage of quality residential living complemented by resort facilities and support by a tourist-based economy that includes temporary lodging uses, local retail, restaurants and local pubs and bars; and

...

*3. Recognize that successful redevelopment of each character district is interdependent upon the implementation of successful redevelopment strategies in each of the other character districts; and
4. Require the adoption and implementation of land development regulations by the City Commission for each character district that shall be consistent with and allow the redevelopment of consistent quality for the Community Redevelopment District as a whole and within each designated character district; and*

...

D. Gulf Boulevard Redevelopment District, FLUE, Page 49
General Provisions

...

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

1. Encourage revitalization and redevelopment of primarily

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

***E. Goals, Objectives and Policies for the Gulf Boulevard Redevelopment District,
Pages 50- 51***

GOAL 1

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

Objective 1.1

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

Objective 1.2

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

Objective 1.6

Public beach access will be preserved and expanded through redevelopment of temporary lodging uses.

Objective 1.8

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

C. Consistency with the Land Development Code

The Sugar Sands site is currently zoned as Large Resort Zoning District which allows a temporary lodging use as a primary use. The existing Tradewinds Island Grand Beach Resort is in operation as a temporary lodging use which is an allowable primary use in the Large Resort District. However, if a temporary lodging use proposes a height greater than 50 feet or a density greater than 30 units per acre, then a Conditional Use is required for that proposal. The Sugar Sands application proposes both a height greater

than 50 feet and a density greater than 30 units per acre; therefore, this Conditional Use application has been submitted to the City for review.

The Large Resort Zoning District establishes two different density limits: one for small scale development (less than three acres in size) and one for large scale development (three acres or more in size). The Tradewinds site is 29.98 acres in overall size with 18.1 developable acres located to the east of the CCCL, and, therefore, qualifies as a Large Scale Development for which the density is 75 units per acre for temporary lodging uses.

The Tradewinds site currently contains multiple buildings used as temporary lodging uses with an existing density of 33.72 units per acre. The Sugar Sands proposes to construct 217 temporary lodging units which will increase the site's overall density to 45.68 units per acre. This proposed density for the Tradewinds site with the Sugar Sands addition is less than and in compliance with the maximum density of 75 units per acre for Large Scale developments in the Large Resort Zoning District.

The proposed project is also in compliance with the other dimensional requirements of the Large Resort District as shown in **Table 1** below and as illustrated on the Preliminary Site Plan. The Conditional Use Site Plan including the Preliminary Site Plan, Architectural Plans, Landscape Plan and Boundary Survey is included in this Conditional Use submittal at **Tab II**.

Table 1
Sugar Sands' Compliance with Large Resort Zoning District Requirements

Dimensional Requirement	Required	Proposed
Setbacks • Front (Gulf Blvd) • Side (North) • Side (South) • Rear (West)	25' 30' on 1 side, 0' on 1 side 30' on 1 side, 0' on 1 side 0'	25.7' 30' 740' 380'
Floor Area Ratio (FAR)	2.6	1.09
Impervious Surface Ratio (ISR)	0.85	0.84
Building Height (Proposed New Sugar Sands Building only)	116'	116'

Note: Compliance with the Large Resort Zoning District Setbacks, Floor Area Ratio and Impervious Surface Ratio as shown in **Table 1** is based on the Overall Site.

With regard to parking, the project proposes to construct a parking garage with 811 spaces as part of the Sugar Sands building. This structured parking will provide the required 239 parking spaces for the new Sugar Sands, 102 parking spaces for the exclusive use of the existing Coral Reef with the balance of 470 spaces in the garage to support the parking needs for the overall Tradewinds Resort (total of 811 parking spaces in the new garage less 239 spaces for Sugar Sands and less 102 spaces for Coral Reef results in a balance of 470 spaces).

Access to the parking spaces reserved for the exclusive use by the Coral Reef will be via a separate secure entrance so as to ensure that these spaces are used only by Coral Reef. It should be noted that the Tradewinds Resort will not allow the garage to be used as a commercial parking garage and will not allow non-guests to park in the garage. This restricted access to the garage will be accomplished through the securing of the Tradewinds garage entrance by the Tradewinds Resort controlling access to its site through the main gate at the south end of the Tradewinds site to prevent non-guests of the Resort from using the new parking garage. Reef Resort Condominium Association, Inc. (existing Coral Reef) also plans to restrict public use of its parking.

Sheet C6, Overall Site Density Exhibit of the Preliminary Site Plan contains a detailed analysis of the parking required and provided on the site. In summary, the required parking for the existing development plus the new Sugar Sands is 1,298 parking spaces. With the construction of the new parking structure, there will be 1,376 parking spaces on the Unified Site Plan, in excess of the required parking spaces and demonstrating compliance with the parking requirements of the City. Therefore, based on this analysis and the data contained in the Preliminary Site Plan, the proposed Sugar Sands is consistent with the Large Resort Zoning District requirements and the parking requirements of the City's code.

2. **Whether the proposed use will be compatible with the character of the existing area, including existing structures and structures under construction, existing public facilities and public facilities under construction, and residential, commercial and/ or service facilities available within the existing area. More specifically:**
 - a. **Whether the overall appearance and function of the area will be significantly affected. Consideration shall be given to the existence of other uses in the area, based on the number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area.**
 - b. **Whether the application will preserve any city, state or federally designated historic, scenic, archaeological or cultural resources.**
 - c. **Whether the application will be compatible with adjacent development, if any, based on characteristics such as size, building style and scale; or whether such incompatibilities are mitigated through such means as screening, landscaping, setbacks, and other design features, and**
 - d. **Whether the application will have significant adverse impacts on the livability and usability of nearby land due to noise, dust fumes, smoke, glare from lights, late-night operations, odors, vehicular traffic, truck and other delivery trips, the amount, location and nature of any outside activities, potential for increased litter, or privacy and safety issues.**

Analysis: The Sugar Sands site is located on Gulf Boulevard, a major tourist corridor, in the center of the Large Resort Zoning district and surrounded by tourist related uses such as temporary lodging uses, restaurants, offices and retail services. **Table 2** below illustrates the existing Future Land Use Plan Category, Zoning District and existing uses for the property adjacent to the site.

Table 2
Summary of Land Use Characteristics Adjacent to the Site

Direction	Future Land Use	Zoning	Existing Use
<i>Site</i>	<i>CRD/ Large Resort</i>	<i>Large Resort</i>	<i>Temporary Lodging</i>
North	CRD/ Large Resort	Large Resort	Temporary Lodging (Alden Suites)
South	CRD/ Large Resort	Large Resort	Multifamily Residential
East	CRD/ Activity Center	Activity Center	Restaurants, Office Regency West multifamily residential Shopping Center Resort condominium (Sunrise)
West	Preservation	Preservation	Beach

As is evident from the data in **Table 2**, all of the property adjacent to the site is designated with the same Plan Category of Large Resort and has the same zoning of large Resort, except for the east side of Gulf Boulevard which is designated as Activity Center Plan Category and Zoning District. The Activity Center Plan Category and Zoning District are intended to encourage commercial revitalization with primary uses of commercial and office. The Activity Center is intended to compliment and serve the commercial needs of the tourist area along Gulf Boulevard. There are temporary lodging uses immediately adjacent to the Sugar Sands site as well as other tourist oriented uses, such as the restaurants and retail uses. The existing use along the southern border of the site is multifamily residential use developed at ten stories in height.

The City does not have a definition of “Compatibility” in either its *Comprehensive Plan* nor in the *Land Development Code*. Therefore, this analysis relies on the definition of Compatibility contained in the Community Planning Act, Florida Statutes 163.314 as shown below:

“Compatibility means a condition in which land use or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition.”

Using this definition, to determine if land uses can coexist in a stable fashion and be considered compatible, one must first evaluate the type of uses and their relative location to each other. In general, the more similar land uses are, the greater likelihood for compatibility; and, conversely, the more different the land uses are, the greater potential for incompatibility. The second measure of compatibility is the distance between the land uses, i.e., how close or far away the land uses are to each other and whether there are intervening features or buffers between the land uses or if buffering is needed to mitigate for the differences between land uses.

The existing uses on all sides adjacent to the Sugar Sands are tourist oriented uses at a similar intensity and scale as the proposed Sugar Sands. Additionally, the land uses on each boundary to the Sugar Sands have significant distances separating them from the proposed Sugar Sands. For the properties to the east of Sugar Sands, the existing uses are separated by Gulf Boulevard, a four- lane divided roadway. To the south, the existing multifamily residential building is separated from the Tradewinds site by an intervening parking area and significant setback of 220 feet from the closest point of the Tradewinds building to the shared property line.

Along the north property line adjacent to the proposed Sugar Sands is the existing Alden Suites, a temporary lodging use with four and five story buildings. The Applicant has prepared a Shadow Analysis to evaluate the impact of the new building on the adjacent Alden Suites. The complete Shadow Analysis is included in the Conditional Use submittal at **Tab III**. The Shadow Analysis illustrates that while there are times during the year when the proposed Sugar Sands will create some shadow on the adjacent properties, the existing properties also create shadows within their site. Additionally, during most of the active beach times, there is a limited amount of shadow created on the active outdoor areas of the adjacent property.

In summary, the proposed Sugar Sands is compatible with the existing land uses in the area due to the similarity between the existing uses and the proposed use; the proposed building is compatible with the intensity and scale of these existing uses; and the overall Tradewinds site is separated by significant distances from most of the adjacent uses. Due to the similarity of the existing temporary lodging uses and tourist oriented uses, there are no adverse impacts expected from the proposed Sugar Sands on the adjacent properties. Finally, there are no historic, scenic, archaeological or cultural resources located on the site. Based on this analysis and the data contained in the Shadow Analysis, the proposed project is in compliance with this criterion.

3. **Whether the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to arterials, transit availability, on-street parking impacts, if any, site access requirements, neighborhoods impacts, and pedestrian safety.**

Analysis: As part of this Conditional Use Application, the Applicant has submitted a *Traffic Impact Study* prepared by Ingenium Enterprises, dated August 17, 2016. The methodology for this Study was approved by the City staff prior to its development and the City has also approved the Study as being a complete and correct evaluation of the project's impacts on the transportation network. A copy of the Traffic Impact Study and the City's approval of the Study is included in this submittal package at **Tab IV**.

The *Traffic Impact Study* contains the following conclusions:

"Analysis of future traffic conditions (without project traffic) indicate that no improvements will be necessary to accommodate trips within the study area. Furthermore, all roadways and intersections within the study are anticipated to meet or exceed adopted LOS Standards and operate at or below 0.9 v/c under total traffic conditions (after the addition of the project). Therefore, there are no off-site improvements that are attributable to the Project." (Source: *Traffic Impact Study*, page 19).

It should also be noted that the Tradewinds operates a shuttle service from its facility to and from the Tampa International Airport and the St. Petersburg/ Clearwater Airport as an alternative to individual vehicles. Additionally, there are multiple bus stops along Gulf Boulevard in front of the Tradewinds to provide access to transit for the resort guests and employees.

With regard to pedestrian safety, there are sidewalks and bike lanes along Gulf Boulevard for virtually the entire segment of that road within the city limits of the City of St. Pete Beach. For the convenience of its guests and to encourage bicycle mobility, the Tradewinds Resort provides bicycle parking on its site. Finally, to encourage pedestrian access and in compliance with the City's *Comprehensive Plan*, the project proposes a pedestrian access to the beach along the southern edge of the site beginning at Gulf Boulevard and continuing to the beach. This pedestrian access will be confirmed through an access easement dedicated by the Applicant to the City in perpetuity. Additionally, the City has requested and the Applicant has agreed to provide an expanded sidewalk and an easement to be located along Gulf Boulevard for pedestrian access.

In summary, based on the *Traffic Impact Study* and this analysis, the project is in compliance with this criterion.

4. Whether the minimum off-street parking area required and the amount of space needed for the loading and unloading of trucks, if applicable, will be provided and will function properly and safely.

Analysis: With regard to the number of parking spaces, the required number of parking spaces with the Sugar Sands addition will be 1,298 parking spaces. With the construction of the new parking garage, the site will contain a total of 1,376 parking spaces which is in excess of the required parking, and the site is in compliance with this criterion with regard to the number of parking spaces. Please also see the detailed analysis of parking in the Response to Criterion 2 above.

With regard to loading arrangements, the Preliminary Site Plan demonstrates that the existing site contains an adequate amount and proper location of loading spaces to accommodate the type of deliveries necessary for the Tradewinds operations. All delivery, loading and unloading is accommodated within the site and functions in a proper and safe manner. Therefore, based on this analysis and the Preliminary Site Plan, the project is in compliance with this criterion.

5. Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made.

Analysis: As has been demonstrated in the Response to Criterion 1, the project is consistent with the City's *Comprehensive Plan* thereby furthering the public health, safety and welfare. Additionally, as described in the Response to Criteria 2, the proposed development is compatible with the character of the surrounding area which preserves the public health, safety and welfare. As demonstrated in the Responses to Criteria 3, 4 and 7, the project meets the City's site development requirements and does not create any off-site impacts; therefore, preserving the public health, safety and welfare. Finally, as demonstrated in the Response to Criterion 6, the Applicant has submitted a Development Agreement to ensure that the sanitary sewer improvements will be constructed by the Applicant, and this improvement will have a positive impact on the public health, safety and welfare of the general area and the City at large. Based on this analysis, the application is in compliance with this criterion.

6. Whether the applicant has demonstrated the financial and technical capacity to complete any improvements and mitigation necessitated by the development as proposed and has made adequate legal provision to guarantee the provision such improvements and mitigation.

Analysis: The Tradewinds Resort has been in existence for decades and the current ownership group has owned the property since 1999. During the current ownership group's tenure, they have accomplished additions and major improvements to the site, thus demonstrating the Applicant's financial and technical abilities to complete the requested improvements. With regard to the sewer improvements, the Applicant has submitted a Development Agreement that will be reviewed at the same public hearings as the Conditional Use Application. The Development Agreement is the mechanism by which the City requires the Developer to complete the utility improvements for the project. This Development Agreement is binding on the Developer, has specific milestones by which the utility improvements will be designed, permitted and constructed and requires the Developer to submit a bond or letter of credit to insure the completion of the improvements. Based on this analysis, the project is in compliance with this criterion.

7. Whether the proposed use complies with all additional standards imposed on it by the particular provisions of these regulations authorizing such use and by all other applicable requirements of the regulations of the City of St. Pete Beach.

Analysis: Section 35.10 of the Large Resort Zoning District establishes the services and amenities that must be provided for all temporary lodging use and additional amenities required at large-scale resorts. The Tradewinds site currently provides all of these services and amenities and will continue to provide them with the expansion of the Sugar Sands site. The Preliminary Site Plan has demonstrated compliance with the applicable site development regulations of the City; and, therefore, the proposed project is in compliance with this criterion.

Additionally, the site is subject to *Land Development Code* Division 39, *Community Redevelopment District General Standards* and the site is in compliance with this Division. Specifically, the Sugar Sands complies with the *General Operational and Aesthetic Requirements* of Section 39.5 as shown on the Preliminary Site Plan and Architectural plans. Additionally, the Sugar Sands (and all of the Tradewinds overall site) complies with Section 39.6, *Temporary Lodging Use Operational and Occupancy Restrictions, Limitations and Prohibitions* since the Facility functions as temporary lodging use and NOT as residential use.

In summary, based on this analysis and the submittal package, the Application is in compliance with this criterion.

IV. COMPLIANCE WITH STANDARDS FOR CONDITIONAL USES WITHIN THE COMMUNITY REDEVELOPMENT DISTRICT (Land Development Code Section 4.12a))

1. Utility infrastructure, including sanitary sewer, reclaimed water, potable water, electric and natural gas services, and data transmission and telecommunications services.

Analysis: As part of this Conditional Use Application, the Applicant has submitted letters of utility availability from the following service providers. The letters of availability are included in this submittal at **Tab V**.

- Potable Water- Pinellas County
- Sanitary Sewer- City of St. Pete Beach (Subject to Certain Sewer Improvements as established in the Development Agreement)
- Reclaimed Water- City of St. Pete Beach
- Stormwater- City of St. Pete Beach and Developer
- Solid Waste- Waste Connections, Inc.
- Electric Service- Duke Energy
- Natural Gas Service- TECO Peoples Gas
- Data Transmission & Telecommunications Services- Singlepoint and Sonifi Solutions, Inc.

Based on the attached letters of utility availability, the proposed project is in compliance with this criterion.

It should also be noted that the Development Agreement establishes the requirements for certain sewer improvements to be accomplished by the Applicant to improve the service to the site and for the general area. As a result of the Development Agreement, the project is in compliance with this criterion.

2. **Transportation infrastructure, including ingress and egress from public rights-of-way, traffic control devices and signalization, internal vehicle circulation of the site, design and function of parking areas, loading and unloading areas, pedestrian transit infrastructure and amenities, and public sidewalks and roadways.**

Analysis: The Applicant has submitted a *Traffic Impact Study* that documents that transportation infrastructure is available to the site and is adequate for the proposed development. Please refer to the Traffic Impact Study included at **Tab V** in this submittal package and the analysis in **Section III**, Response to Criterion 3.

Additionally, the Preliminary Site Plan illustrates that the design of the parking and loading areas, pedestrian amenities, and sidewalks are adequate to serve the proposed project. Therefore, based on the *Traffic Impact Study* and the Preliminary Site Plan, the application is consistent with this criterion.

3. **Hydrological features and stormwater management infrastructure.**

Analysis: The Applicant has submitted a Conceptual Master Drainage Plan study prepared by Albert Carrier, P.E., Deuel & Associates, dated August, 2016 (enclosed at **Tab VI**). This Drainage Plan is a detailed analysis of the stormwater management system for both the proposed Sugar Sands as well as the future phases of redevelopment for the Overall Site. The Drainage Plan contains the Conceptual Plans and Calculations for the stormwater management system. Figure 3.0-2, Tradewinds Conceptual Master Drainage Plan, illustrates the six phases of drainage improvements for the Overall Site. Phase 1 of Figure 3.0-2 shows the improvements that will be constructed with the Sugar Sands phase of development. Based on this detailed analysis in the Conceptual Master Drainage Plan, the proposed project is in compliance with this criterion.

4. **Aesthetic and architectural features of the development, including site layout, physical dimensions of structures such as height and massing, design and appearance of building facades, exterior building materials, advertising and directional signage and the provision and maintenance of Gulf and Bay views and vistas.**

Analysis: The Applicant has submitted detailed architectural plans to illustrate the proposed design of the Sugar Sands. The proposed design includes multiple building setbacks from Gulf Boulevard, use of architectural columns, a varied fenestration, painted stucco, parapets and balconies to create an aesthetically pleasing and human scale building along the front Gulf Boulevard façade. Please refer to the detailed analysis of the height and massing as compared to the existing uses in **Section III**, Response to Criterion 2. Based on this analysis, the project is in compliance with this criterion.

5. Site landscaping, open space provision and impervious surface limitations.

Analysis: The Applicant has submitted a detailed Landscape Plan included at **Tab II** of the submittal package to illustrate the proposed site landscaping. The landscaping plan extends the existing high quality of design, tropical foliage, and resort atmosphere currently found on the Tradewinds site into the new Sugar Sands site. With regard to the Impervious Surface Ratio (ISR), the Preliminary Site Plan demonstrates that the project is proposed to comply with the ISR of the Large Resort Zoning District. Based on this analysis, the proposed Application is consistent with this criterion.

6. Operation and functional requirements of facilities, including hours of abatement requirements, residency limitations and facilities maintenance.

Analysis: The Tradewinds Resort is a full -service resort and conference center that operates as a 24 hour a day, 365 days a year operation as is expected from a resort. There are multiple on-site restaurants and bars, all of whose operating hours may vary due to meal service time and guest demand. However, it should be noted that outside entertainment is terminated at 10 pm. Entertainment inside the Pavilion is terminated at 11 am. The security staff has the ability and equipment to monitor noise decibels to ensure that all noise is below 65 decibels. Based on this analysis, the proposed project is in compliance with this criterion.

7. Fire suppression and facility security.

Analysis: The Applicant has submitted a Fire Plan included at **Tab VII** of this submittal package to demonstrate the detailed emergency procedure to be followed by the Tradewinds employees in the event of a fire. The Fire Plan includes a chain of command, required safety training, inspections and instructions in case of a fire with specific responsibilities for resort staff. Upon review of the Fire Plan, it is evident that the Tradewinds has planned for this possible emergency. It should also be noted that the proposed Sugar Sands building will be completely sprinkled throughout the building, a successful method of fire suppression.

With regard to Facility Security, the Tradewinds site considers security of its guests and employees to be of vital importance. To provide for the highest level of security, the Tradewinds employs 24 staff for security including Gatehouse Ambassadors and has installed multiple cameras on site to / record/ review activities, in case of an incident.

Based on this analysis, the proposed project will be in compliance with this criterion both for fire suppression and facility security.

8. Emergency management and hurricane evacuation provisions.

Analysis: The Applicant has submitted two documents to confirm the Resort's ability to manage the potential emergencies of a hurricane, tornado or severe weather. The Tradewinds Resort Hurricane Policy and Procedure and the Tradewinds Resort Tornado and Severe Weather Policy and Procedure are included in this submittal package at **Tab VIII**. Due to the Tradewinds being located in an area where hurricanes are likely and evacuation of the resort may be required, the Hurricane Policy and Procedure establishes the various responsibilities of staff if and when a hurricane watch or warning is posted. The Tornado and Severe Weather Policy and Procedure establishes the steps to be followed by resort staff in the event of this unforeseen weather.

Based on this analysis and the Policy and Procedures included at **Tab VIII**, the Application is in compliance with this criterion.

9. For temporary lodging uses taller than 50 feet in height or a density greater than 30 units per acre, the following additional issues shall be considered:

- a. **The amount of separation provided between the proposed temporary lodging use and any existing buildings on adjacent properties and resulting impact on sunlight and views; and**
- b. **The proximity of any adjacent residential building to the Florida Coastal Construction Control Line and the degree to which the proposed temporary lodging use and/ or any accessory use or structure maintains an open view of the waterfront from neighboring properties.**

Analysis: As discussed in **Section III**, Response to Criterion 2, the Applicant has prepared a Shadow Analysis to evaluate the impact on sunlight on the adjacent properties to the north (Shadow Analysis included in this submittal at **Tab III**). As stated in that response, during most of the active beach times, there is a limited amount of shadow created on the active outdoor areas of the adjacent property; and therefore, this Application is consistent with this criterion.

The location of the new Sugar Sands building is located on the eastern portion of the site and is not located in proximity to the CCCL. Additionally, the proposed location of the Sugar Sands in comparison to the location of the existing Alden Suites is not expected to affect the views of the Alden Suites guests. Therefore, in summary, based on this analysis, the proposed project is in compliance with this criterion.

V. SUMMARY

The proposed Conditional Use for the Sugar Sands at Tradewinds Island Grand Beach Resort has submitted a Preliminary Site Plan, Architectural Plans, and a Landscape Plan to illustrate the proposed new Sugar Sands temporary lodging use, its relationship with the overall Tradewinds site, and its compliance with the City's *Comprehensive Plan* and *Land Development Code*. This Narrative and the submittal package include reports and analyses demonstrating that the project complies with the general criteria for Conditional Uses in the *Land Development Code* Section 4.4 (a) and complies with the specific criteria for Conditional Uses in the Community Redevelopment District in the *Land Development Code* Section 4.12(a).

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NORTHEAST PERSPECTIVE

Sugar Sands
At Tradewinds Island Beach Resorts



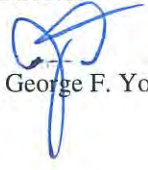
SOUTHEAST PERSPECTIVE

Sugar Sands
At Tradewinds Island Beach Resorts



MEMORANDUM

To: Jennifer C. Bryla, AICP
City of St Pete Beach, Florida
Community Development Director

From: Jerry A. Dabkowski, PE 
Transportation Consultant, George F. Young, Inc. (GFY)

Date: August 23, 2016

Re: 3rd Transportation Review – Site Plan Application
TradeWinds Coral Reef, Study dated August 17, 2016
St. Pete Beach, Florida

The City of St. Pete Beach, Community Development Department, has procured GFY to review the subject transportation analysis by ingenium enterprises, dated August 17, 2016, for completeness and in following the City of St. Pete Beach standard transportation practices. **The following are GFY findings.**

1. GFY further field reviewed the subject site on Friday, August 11, 2016.
2. The applicant's traffic impact study does comply with the City of St Pete Beach transportation practices in following the Pinellas County Metropolitan Planning Organization (MPO) traffic impact study methodology.
3. The applicant's traffic study addresses the following needs:
 - A. The applicant has addressed satisfactorily on-site parking adequacy with the additional new traffic using the site. Section IX, Page 17.
 - B. The applicant has addressed satisfactorily in the report about neighbor consent, comments or issues concerning the proposed new traffic volumes or the proposed parking needs. Section X, Page 18.
 - C. The applicant has addressed satisfactorily in the report discussion on bicycle parking, paths or bicycle/pedestrian activities on site, related to the proposed redevelopment project. This awareness is a priority throughout the City and was discussed in the methodology statement meeting with the City. Section XI, Page 18.
 - D. The applicant has addressed satisfactorily discussion of internal access or external ingress/egress to the parking garage and if delays may occur along Gulf Blvd at the driveway closest to the garage. Section IX, Page 17.
 - E. The applicant has addressed satisfactorily this issue on Page 16, Section VII, 3rd paragraph, Ellenton Gillette Road ?
 - F. The applicant has addressed satisfactorily discussion on FDOT or County comments pertaining to the traffic signal timings at 55th Avenue, with the new added traffic at TradeWinds main access. Section VII, Page 16.
 - G. There is still no discussion on pedestrian needs such as a 10 foot wide sidewalk along the right of way of Gulf Boulevard, fronting the site.
 - H. The applicant has addressed that this particular site may not be the norm for traffic distribution as analyzed by the MPO, more distribution may be arriving and departing along the Bayway versus thru Pasadena. Section IV, Page 4.



- I. The applicant has addressed that an exclusive southbound right turn lane at Gulf and 55 th with the updated traffic distribution is not needed. Section VII, Page 16.
 - J. The applicant has addressed per the comp plan, the need to address how this redevelopment will reduce external trips as part of a traffic management plan. Section VIII, Page 17.
 - K. The applicant has revised the pedestrian walkway on the northern end of the site to extend to the beach. Section XII, Page 18.
-
- 4. The applicant has addressed all items in section 3 with the exception of item 3G. The applicant's conclusions are preliminarily sound for all other items.
 - 5. GFY agrees with the findings of the City Fire Marshall.

TRAFFIC IMPACT STUDY

TradeWinds Coral Reef
St. Pete Beach, FL

PREPARED BY:

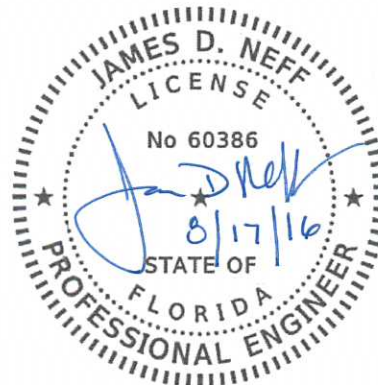
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August 17, 2016



TradeWinds Coral Reef TRAFFIC IMPACT STUDY

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I. INTRODUCTION

The purpose of this report is to document a traffic impact analysis for the TradeWinds Coral Reef (Project). The Project site is located in Pinellas County, Florida, on the west side of Gulf Boulevard, across from 55th Avenue. **Figure 1** illustrates the general location of the Project site, including the adjacent external roadway system. The Project is planned to construct approximately 217 hotel units as Phase 1 of the TradeWinds Island Grand unified site plan. The main access to the project is proposed via the existing driveway entrance at the intersection of Gulf Boulevard and 55th Avenue, two egress-only driveways along the TradeWinds property, and a full-access driveway for the Coral Reef Condominiums. There are additional emergency and service entrances along Gulf Boulevard. A site plan illustrating the Project is included under **Appendix 1**.

The analysis undertaken follows the Pinellas County Metropolitan Planning Organization (PCMPO) requirements, and considers a build-out period of two years (December 2017). The following report summarizes the methodologies, procedures, and findings of the analysis. It should be noted that the site plan changed after initial submission of this report in April 2016. As a result, this study has been updated to reflect an increase in units from 200 to 217.

II. METHODOLOGY

The methodology for this study was discussed with City of St. Pete Beach staff in February of 2016 and was subsequently documented in a methodology statement. The approved methodology statement is included under **Appendix 2**, and its procedures have been implemented into the analysis accordingly. It should be noted that the methodology reflects the original number of units (200).

Figure 1: Project Site Location

III. PROJECT TRIP GENERATION ESTIMATES

Traffic volumes generated by the Project were estimated using the trip generation equations provided in the ITE *Trip Generation Manual, 9th Ed. (2012)*. Trips were estimated for the AM peak hour and PM peak hour time periods. The gross trip generation for the Project is reported in **Table 1**.

Table 1: Project Trip Generation

Land Use	ITE LUC	Size	Units	Gross AM Peak Hour Trips		Gross PM Peak Hour Trips	
				In	Out	In	Out
Resort Hotel	330	217	DU	48	19	39	52
Total Trips for Proposed Land Use				48	19	39	52
Timeshare*	265	50	DU	17	7	16	22
Total Trips for Demolished Land Use				17	7	16	22
Difference				31	12	23	30

Source : ITE, Trip Generation, 9th Ed., 2012

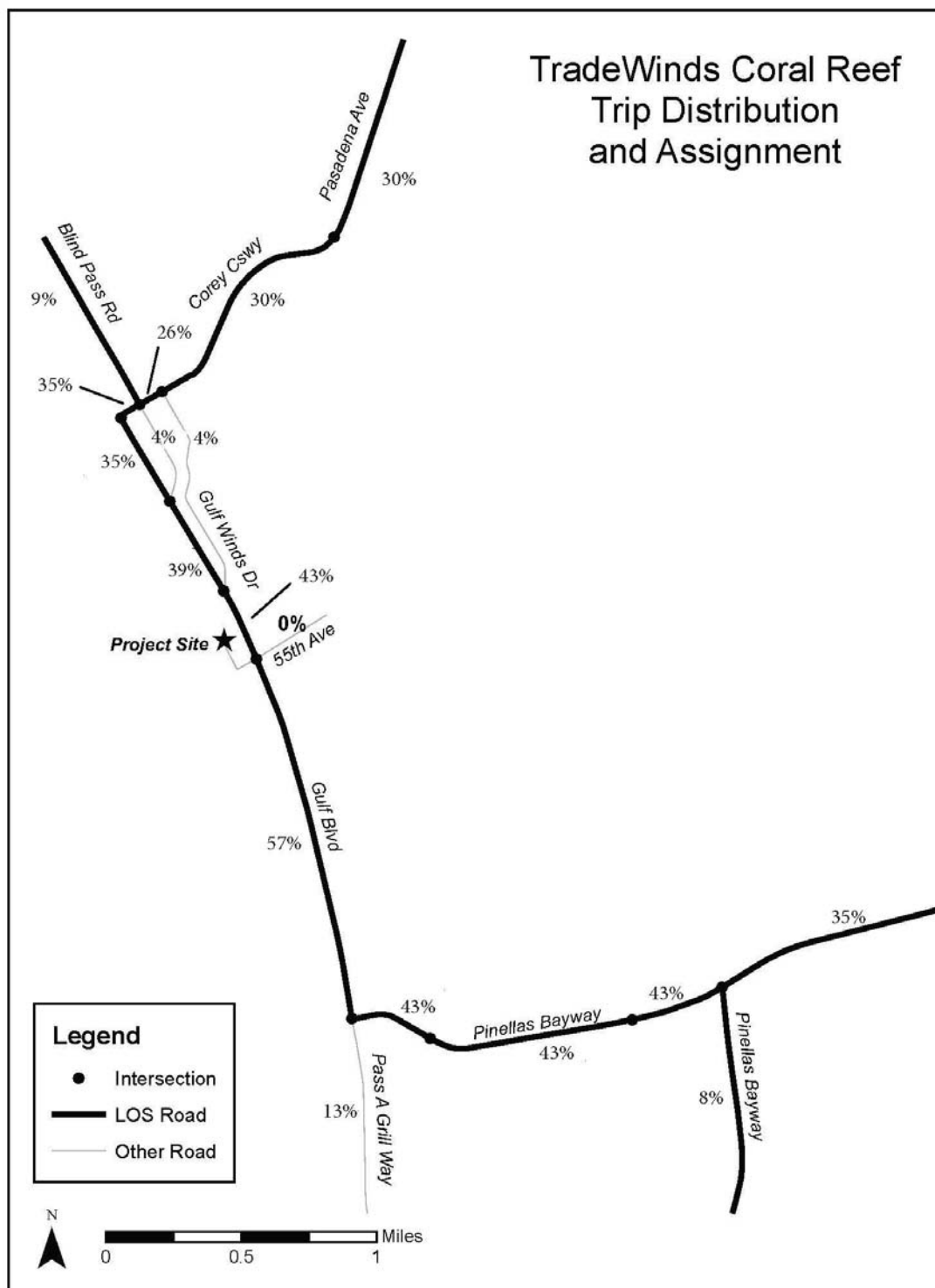
*Note: Directional distribution is not available for Timeshare.
Therefore, the directional distribution for Resort Hotel was used.

Internal capture for the Project was not considered due to the nature of the Resort Hotel land use. Resort Hotel inherently accounts for internal capture as opposed to the standard Hotel land use. Since there will be no internal capture or pass-by capture for this residential development, the Project's net PM peak hour trip generation is 23 inbound trips and 30 outbound trips (53 total).

IV. PROJECT DISTRIBUTION AND ASSIGNMENT

As documented in the approved methodology under **Appendix 2**, Project traffic assignments to the roadway network were estimated using existing FDOT traffic counts, a turning movement count (TMC) at the project driveway (Gulf Boulevard and 55th Avenue), and engineering judgment. The TMC was conducted in February 2016 for the purpose of this study. Assignment of project traffic onto Gulf Boulevard at 55th Avenue was determined from the TMC and FDOT counts. The manual assignment percentages are indicated in **Figure 2**, which illustrate the assigned PM peak hour Project trips within the study area.

It should be noted that the most conservative approach was taken to distributing project traffic. For this analysis, all inbound Project trips begin outside a two-mile buffer of the Project location and no outbound Project trips end within a two-mile buffer of the Project location. Existing counts were taken to determine the primary distribution percentages along Gulf Blvd at the project entrance.

Figure 2: Project Traffic Distribution and Assignment

V. STUDY NETWORK DETERMINATION

Per Pinellas County MPO guidelines, the study area shall include all roadway links on which Project trips consume one percent (1%) or more of the adopted two-way PM peak hour level of service volume. Study area calculations for the Project are reported in **Table 3**. **Figure 3** illustrates the resulting study area. Based on these calculations, and as documented in the approved methodology, the study area is as follows:

Road Segments

- Gulf Boulevard South from Pinellas Bayway to 75th Avenue (link #725)
- Corey Causeway/75th Avenue from Gulf Boulevard to Shore Drive (link #555)

Intersections

- Gulf Boulevard & 55th Avenue (Project Driveway 1)
- Gulf Boulevard & Project Driveway 2
- Gulf Boulevard & Project Driveway 3
- Gulf Boulevard & Project Driveway 4
- Gulf Boulevard & Gulf Winds Drive
- Gulf Boulevard & Blind Pass Road
- Gulf Boulevard & 75th Avenue
- 75th Avenue & Blind Pass Road
- 75th Avenue & Boca Ciega Drive
- Pasadena Avenue & Sun Island Drive
- Pasadena Avenue & Shore Drive

As agreed in the methodology meeting, **only the project driveway at Gulf Boulevard and 55th Ave (Project Driveway1)** will be fully analyzed.

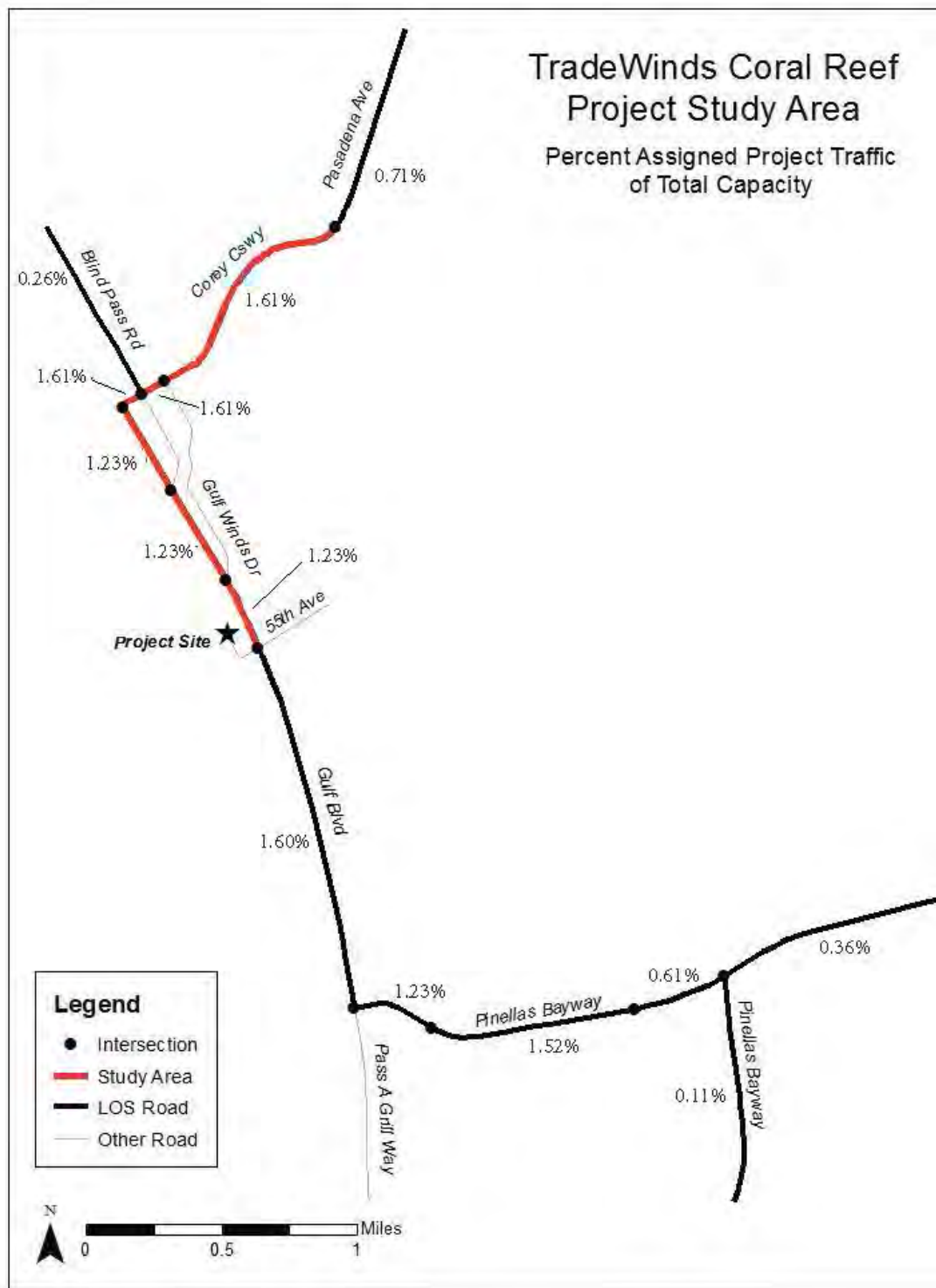
Table 2: Study Area Calculations

Link No.	Roadway	From	To	Lanes*	LOS Standard*	Two-way Pk Hr Service Volume*	Project Trip Assignment Percentage	PM Peak Hour Project Volumes		Project Vol % of Ser Volume	Significant Impact?
								NB/EB	SB/WB		
512	Blind Pass Road	75th Ave/Corey Ave	W Gulf Blvd	4D	D	1,960	9.0%	2	3	0.26%	No
725	Gulf Blvd	Pinellas Bayway/SR 682	Project Driveway/55th Ave	4D	D	1,870	57.0%	17	13	1.60%	Yes
725	Gulf Blvd	Project Driveway/55th Ave	75th Ave	4D	D	1,870	43.0%	13	10	1.23%	Yes
555	Corey Csw/75th Ave	Gulf Blvd	Shore Dr	4U	D	1,615	30.0%	9	7	0.99%	No
953	Pasadena Ave	Shore Dr	66th St N	6D	D	2,830	30.0%	7	9	0.57%	No
966	Pinellas Bayway/SR 679	Pinellas Bayway/SR 682	Bahia Del Mar Blvd	4U	D	3,572	8.0%	2	2	0.11%	No
970	Pinellas Bayway/SR 682	Dolphin Cay Ln S	Pinellas Bayway/SR 679	4D	D	1,960	13.0%	4	3	0.36%	No
970	Pinellas Bayway/SR 682	Pinellas Bayway/SR 679	Bahia Del Mar Blvd	4D	D	3,760	43.0%	13	10	0.61%	No
970	Pinellas Bayway/SR 682	Bahia Del Mar Blvd	Granada St	2D	D	1,512	43.0%	13	10	1.52%	Yes
970	Pinellas Bayway/SR 682	Granada St	SR 699/Gulf Blvd	4D	D	1,870	43.0%	13	10	1.23%	Yes

Note: Highlighted segments are within study area.

*Source: Pinellas County MPO Level of Service Report (September 2015)

Figure 3: Project Study Area



VI. TRAFFIC CONDITIONS ANALYSIS

Existing conditions within the study area were established using a variety of sources including counts from the PCMPO Level of Service Report, FDOT counts, and PM peak period turning movement counts (from 3:00 PM to 6:00 PM) at Gulf Blvd and 55th Ave. Because the turning movement counts were collected in February, a peak season adjustment factor was not applied. A copy of the raw turning movement counts is included under **Appendix 3**.

For road segment analysis, the most recent generalized service volumes from the PCMPO Level of Service Report (September 2015) have been used as the standard to evaluate directional volumes. The performance standard for evaluating study intersections is a v/c ratio less than 0.9 for any leg. If either threshold is exceeded for existing, background (future without project traffic), or total traffic (future with project traffic) conditions, a more detailed analysis will be conducted using HCS 2010 or Synchro software. It should be noted that no Capital Improvement Projects along the study area are identified in the PCMPO Level of Service Report. Therefore, an “improvement projects” scenario is not necessary.

Table 4 displays the existing, background, and total peak-season, PM peak hour traffic volumes for each segment along the study area. All existing volumes were taken directly from the PCMPO Level of Service Report. Future traffic volumes were determined by analyzing the past five years of FDOT traffic data along Gulf Boulevard. These counts can be found in **Appendix 3**. From 2010 to 2014, AADTs have steadily declined. Therefore, as a conservative approach, a 1% increase was applied per year to calculate Future Volumes. Total volumes are the sum of Future Volumes and Total Project Volumes. As seen in the Total Volumes Percent of Service Volumes, none of the Total Volumes exceed the 0.9 v/c threshold. Subsequently, all study area segments are operating at or above LOS standard. Therefore, none of the study intersections require additional analysis except Gulf Boulevard and 55th Avenue.

Table 3: Roadway Segment Capacity Analysis – Existing, Future, and Total Conditions

Link No.	Roadway	From	To	Lanes*	LOS Standard*	Two-way Pk Hr Service Volume*	Existing Volumes	Future Volumes	Project Trip Assignment Percentage	PM Peak Hour Project Volumes		Total Project Volumes	Total Volumes	Total Volume Percent of Service Volume
										NB/EB	SB/WB			
953	Pasadena Ave	Shore Dr	66th St N	6D	D	2,830	1,675	1,709	30.0%	9	7	16	1725	60.94%
512	Blind Pass Road	75th Ave	W Gulf Blvd	4D	D	1,960	852	869	9.0%	3	2	5	874	44.59%
555	Corey Cswy/75th Ave	Gulf Winds Dr	Shore Dr	4U	D	1,615	1,332	1,359	30.0%	9	7	16	1375	85.12%
555	Corey Cswy/75th Ave	Blind Pass Rd	Gulf Winds Dr	4U	D	1,615	1,332	1,359	26.0%	8	6	14	1373	84.99%
555	Corey Cswy/75th Ave	Gulf Blvd	Blind Pass Rd	4U	D	1,615	1,332	1,359	35.0%	11	8	19	1378	85.30%
725	Gulf Blvd	Blind Pass Rd	75th Ave	4D	D	1,870	1,246	1,271	35.0%	11	8	19	1290	68.98%
725	Gulf Blvd	Gulf Winds Dr	Blind Pass Rd	4D	D	1,870	1,246	1,271	39.0%	12	9	21	1292	69.09%
725	Gulf Blvd	Project Driveway/55th Ave	Gulf Winds Dr	4D	D	1,870	1,246	1,271	43.0%	13	10	23	1294	69.19%
N/A	Gulf Blvd	Project Driveway/55th Ave	Pinellas Bayway	4D	D	1,870	1,246	1,271	57.0%	17	13	30	1301	69.57%

Note: Highlighted segments are within study area.

Source: Pinellas County MPO Level of Service Report (September 2015)

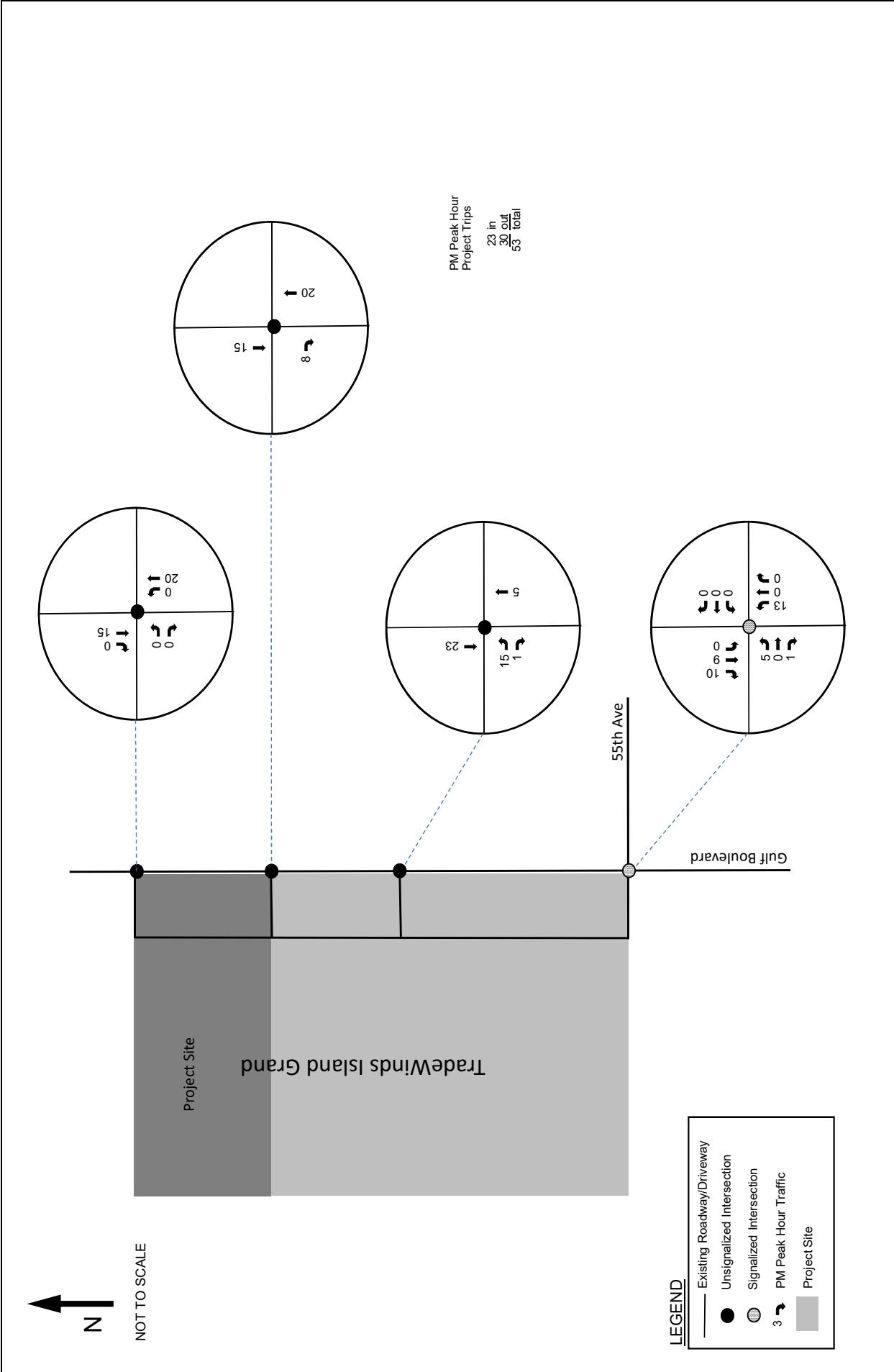
Additional field data collected included lane configurations, posted speed limits and signal timing/phasing. These data are provided under **Appendix 3** FDOT counts within the study area and selected pages from the PCMPO Level of Service report showing data for all study area segments.

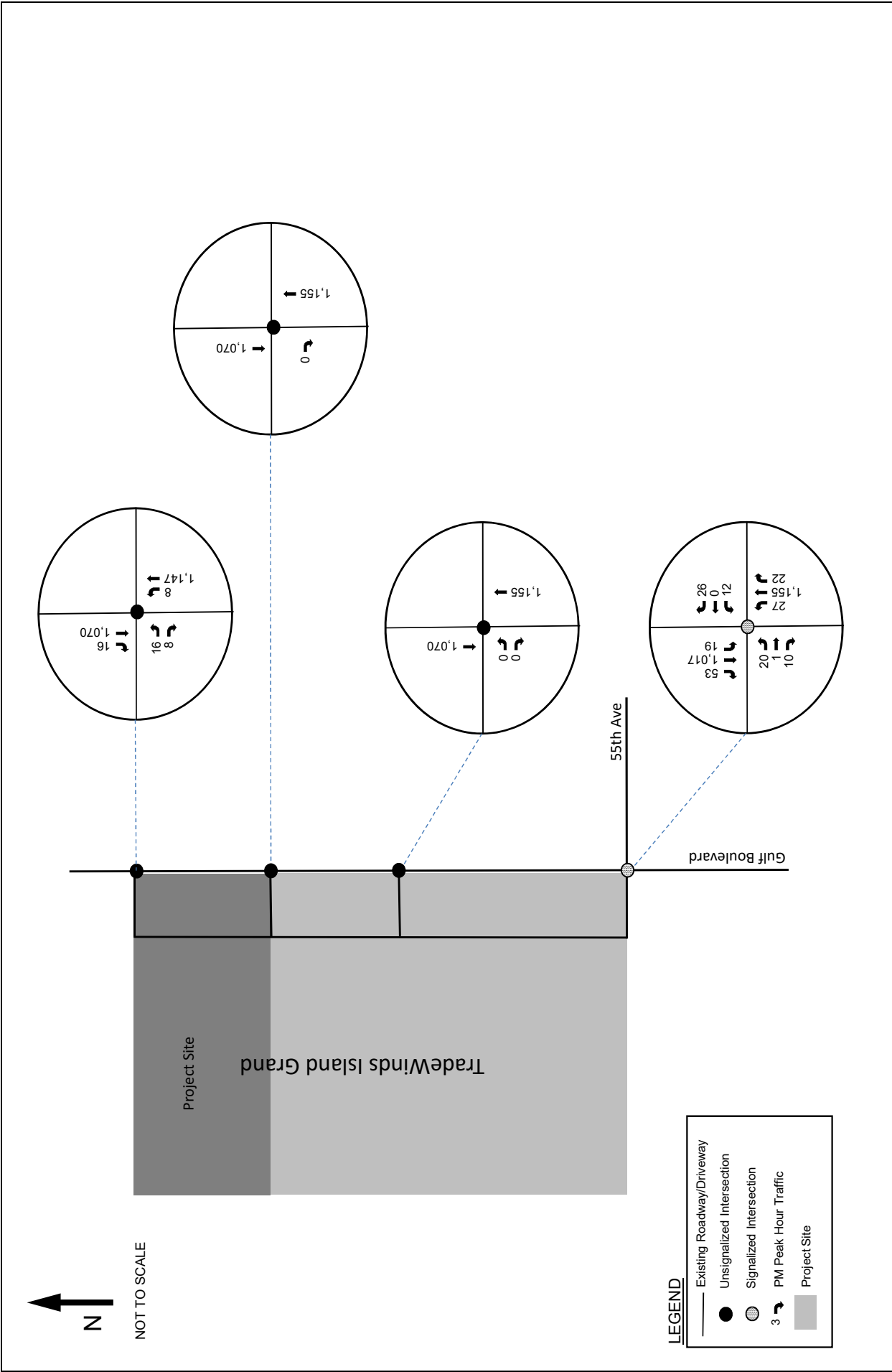
Figures 4 – 7 illustrate the turning movements and through volumes at the project driveways, including the intersection of Gulf Boulevard and 55th Ave, for project traffic and all three scenarios: existing, future, and total traffic. It should be noted that counts were not collected for the existing Coral Reef development. Existing volumes at the northern driveway were estimated by applying ITE Trip Generation to the 64 existing timeshare units. For the intersection at Gulf Blvd & 55th Ave, PM peak hour capacity analyses for total traffic conditions were conducted using Synchro software. **Table 4** reports the results of the total traffic analysis, and the corresponding Synchro worksheets are provided in **Appendix 3**.

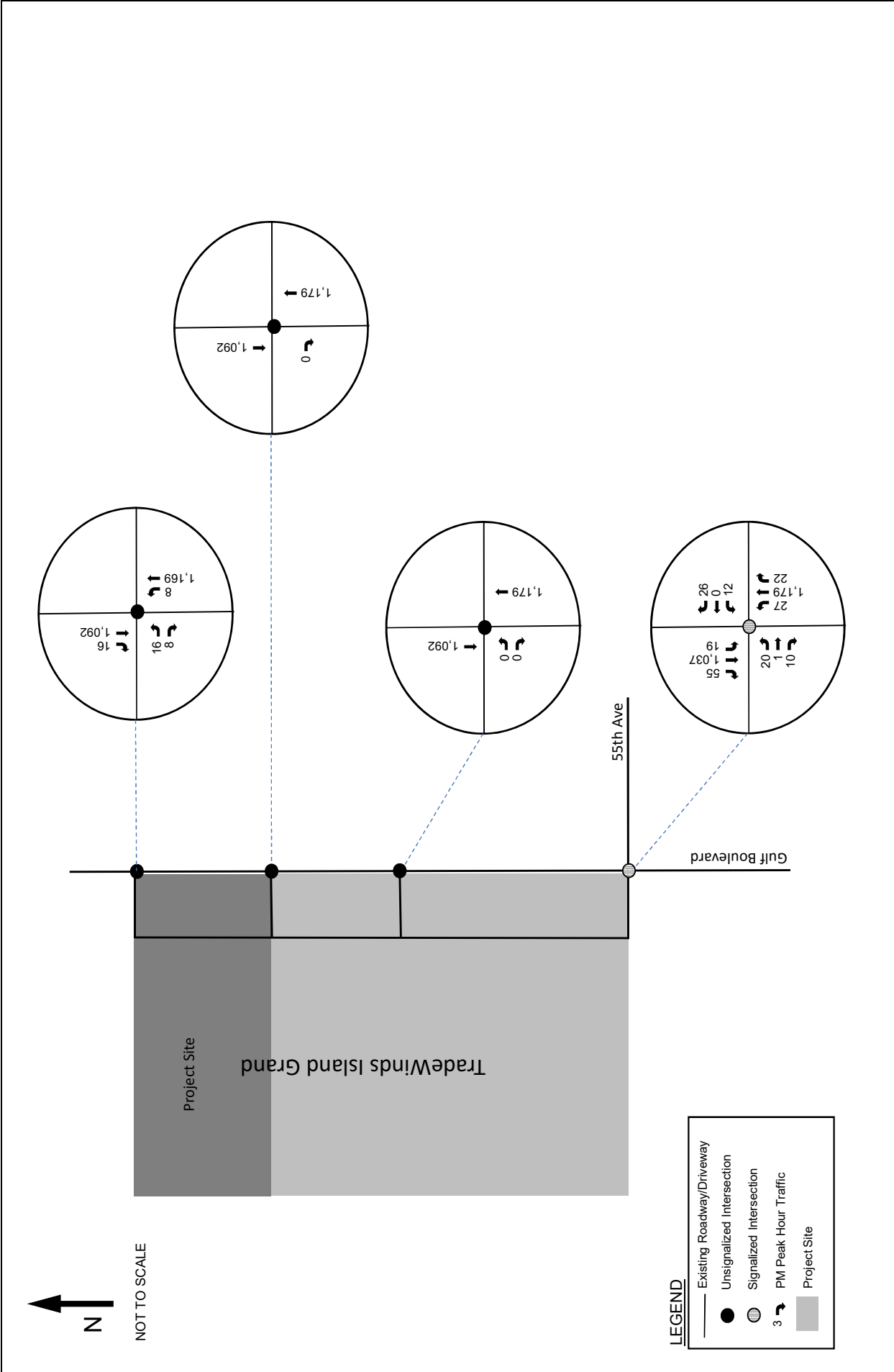
Table 4: Total Traffic Intersection Analysis

Intersection	Type of Operation	Intersection Standard	2015 PM Peak Hour Existing Traffic Conditions
			max v/c ratio (corresponding lane group)
Gulf Blvd & 55th Ave	signalized	all v/c ratios below 0.9	0.45 (NBT)

As reported above, analysis indicates that this intersection will operate at acceptable v/c ratios. No further intersection improvements within the study are triggered by the addition of the Project.





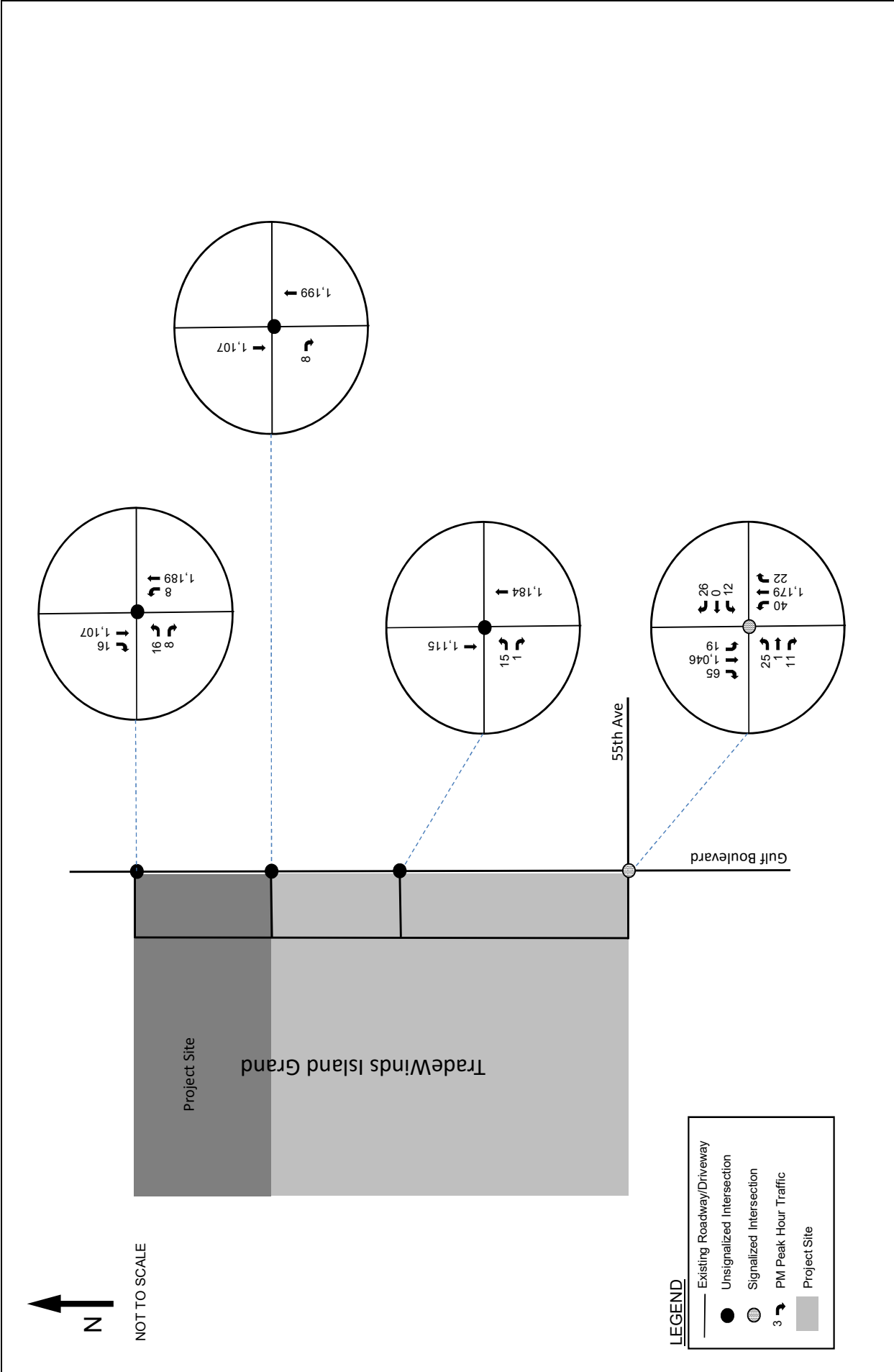


Future Traffic Volumes (No Project Traffic)

TradeWinds Coral Reef Development

City of St. Pete Beach, Florida

Date: 8/17/16



Total Traffic Volumes (Including Project Traffic)

TradeWinds Coral Reef Development

City of St. Pete Beach, Florida

Date: 8/17/16

VII. ACCESS MANAGEMENT ANALYSIS

For site-related intersections, an access management analysis was performed. Access to the Project is proposed as follows:

- an existing full-access driveway at the intersection of Gulf Boulevard and 55th Avenue;
- a controlled, egress-only driveway in the middle of the TradeWinds property allowing left and right movements;
- a controlled, egress-only, right-only driveway at the Project site; and
- a controlled, full-access driveway for ingress and egress to the Coral Reef condominium only.

There is an additional controlled, emergency access-only driveway at the southern end of the TradeWinds property.

To evaluate the need for left and right turn lanes at the driveway on Gulf Blvd, criteria from the Florida Department of Transportation FIDG 2015, NCHRP, existing conditions and the signalized intersection capacity analysis.

An intersection capacity analysis was performed using Synchro for the main project entrance at the signalized intersection of Gulf Blvd and 55th. The existing signal timings was utilized for the all analysis conditions. The resultant Level of Service (LOS) for the total traffic conditions with the project trips included is a LOS A. Therefore, the existing signal timing **will not** be required to be modified as a result of this project.

As documented in Appendix 4 and the fact that the intersection is currently operating at a LOS A, **no intersection improvements are required for this project.**

VIII. TRANSPORTATION MANAGEMENT PLAN

In an effort to reduce external trips as part of the transportation management plan, TradeWinds resort provides a shuttle service to the Tampa International Airport and the St. Petersburg/Clearwater Airport.

The mixed-use nature of the Project and the TradeWinds Island Grand Unified Site will encourage “internal trips” between the Project hotel units and other TradeWinds facilities such as restaurants swimming pools by use of pedestrian pathways throughout the TradeWinds resort. Physical and operational improvements will be made to help reduce the external trips.

Furthermore, there are multiple bus stops are provided along Gulf Blvd in front of the TradeWinds on both sides of the road. Most of these bus stops provide benches for rider comfort and the bus stop at the northern end of the property provides a shelter.

IX. ON-SITE PARKING

A new parking garage will be constructed as part of this project. It will contain 781 new spaces. 101 of those spaces will be dedicated for the exclusive use of the Coral Reef Beach Resort. The remaining 680 spaces will be utilized by TradeWinds. The new parking garage will provide parking in excess of the requirements.

The exclusive 101 parking spaces will be partitioned off via access control methods within the parking deck. The driveway closest to the garage will be the point of ingress and egress for those trips. The number of trips during the peak hour are minimal and delays minimal.

The remaining 680 parking spaces ingress and egress will be via internal access through the TradeWinds development to the main project driveway at 55th Ave.

X. NEIGHBOR CONSENT

A public hearing was held on 4/25/16. There were no comments pertaining to traffic and parking.

XI. BICYCLE PARKING/LANES

Currently, the portion of Gulf Blvd fronting the entire TradeWinds Island Grand site, including the Project, has existing bike lanes and a 5-ft sidewalk on either side of the road. These facilities are continuous along Gulf Blvd for nearly the entire segment within the City of St. Pete Beach.

Bicycle parking within the development will be provided. Please see the Civil Plans for the specific locations and number.

XII. SIDEWALKS AND PEDESTRIAN WALKS

The site plan provides a dedicated easement at the southern end of the TradeWinds property for unrestricted pedestrian access to the beach. Please see the Civil Plans for the specific locations.

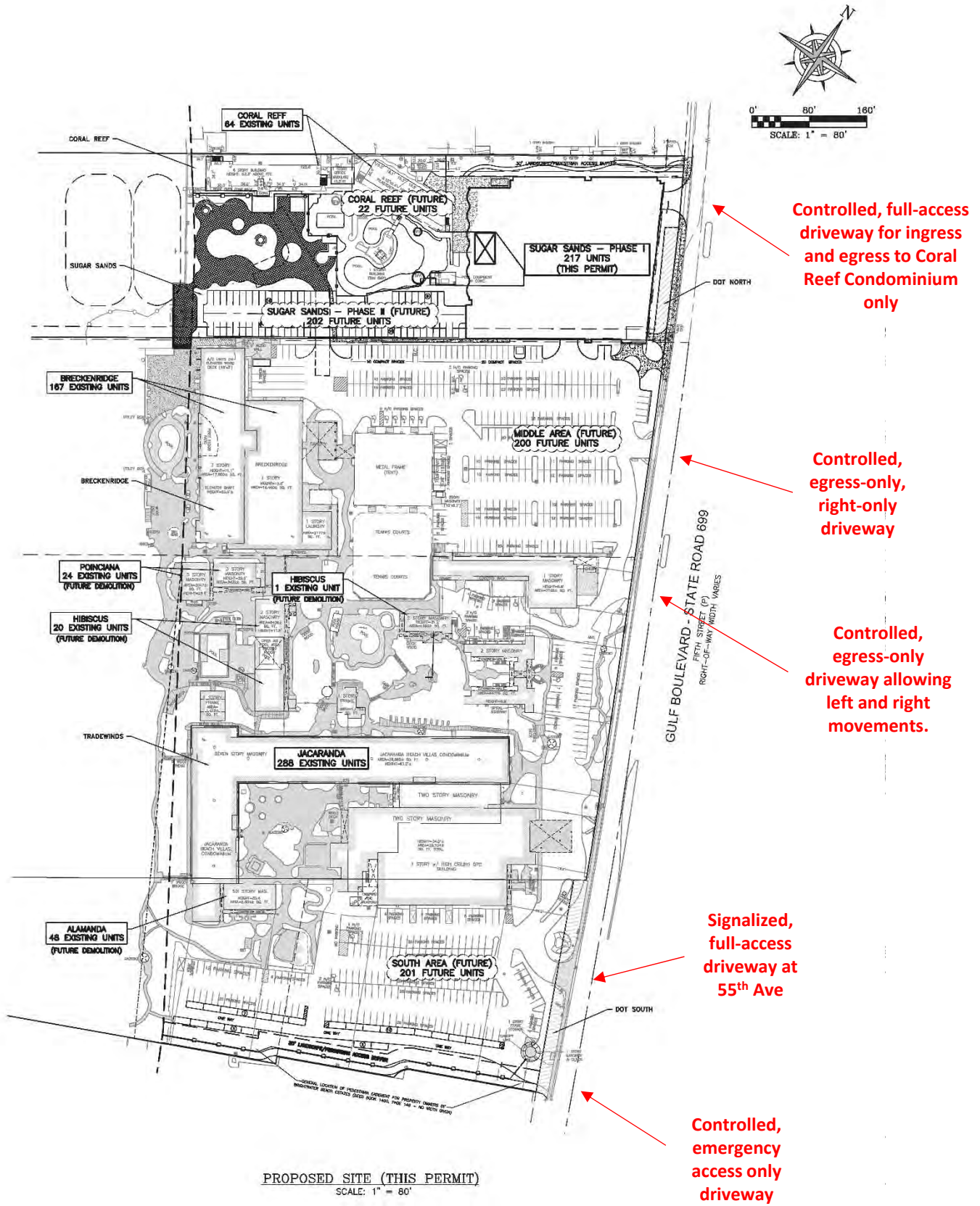
XIII. CONCLUSION

This study was prepared to evaluate the potential traffic impacts that the proposed TradeWinds Coral Reef Site will have on the surrounding roadway network. A total of 53 PM peak hour trips (23 in, 30 out) were estimated for the Project, which is comprised of an additional 217 hotel units and demolishing 50 timeshare units.

Analysis of future traffic conditions (without project traffic) indicate that no improvements will be necessary to accommodate trips within the study area. Furthermore, all roadways and intersections within the study area are anticipated to meet or exceed adopted LOS standards and operate at or below 0.9 v/c under total traffic conditions (after the addition of the Project). **Therefore, there are no off-site improvements that are attributable to the Project.**

APPENDIX 1

SITE PLAN



APPENDIX 2

METHODOLOGY

March 11th, 2016

City of St. Pete Beach
Attn: Chelsey Welden, Planner II
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

SUBJECT: Traffic Analysis Methodology Statement for TradeWinds Coral Reef Development

Dear Ms. Welden:

This letter serves to summarize the traffic analysis methodology for the TradeWinds Coral Reef Development (Project). The methodology statement has been prepared based on discussion with City of St. Pete Beach (City) staff and is consistent with the Pinellas County MPO's (PCMPO) traffic study guidelines published in the *Pinellas County MPO Level of Service Report (September 2015)*.

Project Description

The Project site is located in the City of St. Pete Beach, on the west side of Gulf Boulevard, north of 55th Avenue. The Project is planned to construct approximately 200 hotel units as Phase 1 of the TradeWinds Island Grand unified site plan. Project buildout is scheduled for December of 2017. Fifty timeshare units were demolished on the site. The Project site will also include 64 previously-existing timeshare units.

The Project will access Gulf Boulevard at three driveways on the TradeWinds Resort property:

- an existing full-access driveway at the signalized intersection of Gulf Boulevard and 55th Avenue,
- a controlled, egress-only, right-only driveway across from the Project, and
- a controlled, egress-only driveway across from the Breckenridge building allowing right and left movements. This will also provide emergency access for the western Coral Reef Condominium building.

Two controlled, emergency/service access driveways on Gulf Boulevard are also anticipated, but will not provide ingress or egress for the Project:

- a controlled, full-access driveway at the northern end of the property, providing ingress and egress for the Coral Reef Condominium and emergency access for the eastern building; and
- a controlled, emergency access driveway at the southern end of the property.

Additionally, there are two permanently closed service access driveways on the property that do not provide access to the TradeWinds Resort. A site plan illustrating the land use and primary access configuration is included in **Attachment 1**, along with a location map.

Trip Generation

Trip generation will be estimated based on the information contained in ITE's Trip Generation Manual, 9th Edition. The land use code applied to the use is reported below in Table 1, which indicates a net preliminary trip generation estimate of 46 trips (20 in, 26 out) during the PM peak hour.

Table 1 – Preliminary Trip Generation Estimate

Land Use	ITE LUC	Size	Units	Gross AM Peak Hour Trips		Gross PM Peak Hour Trips	
				In	Out	In	Out
Resort Hotel	330	200	DU	45	17	36	48
Total Trips for Proposed Land Use				45	17	36	48
Timeshare*	265	50	DU	17	7	16	22
Total Trips for Prior Land Use				17	7	16	22
Difference				28	10	20	26

Source : ITE, Trip Generation, 9th Ed., 2012

*Note: Directional distribution is not available for Timeshare. Therefore, the directional distribution for Resort Hotel was used.

Project Trip Distribution and Assignment

Project trips will be distributed and assigned using existing FDOT traffic counts, turning movement counts at the project driveway, and engineering judgement. A figure displaying Project trip distribution and assignment is provided under **Attachment 2**.

Study Area

Per PCMPO guidelines, the study area includes all arterial and collector road segments on which Project traffic equals or exceeds 1% of the two-way, maximum service volume at the adopted level of service standard; or at a minimum, the first directly-accessed, designated thoroughfare segment. A table and figure showing the study area calculations on the surrounding roadway network is provided under **Attachment 3**. Based on these calculations, the anticipated study area is as follows:

- Road Segments
 - o Gulf Blvd South from Pinellas Bayway to 75th Ave (link #725)
 - o Corey Cswy/75th Ave from Gulf Blvd to Shore Dr (link #555)
- Intersections
 - o Gulf Blvd & 55th Ave
 - o Gulf Blvd & Gulf Winds Dr
 - o Gulf Blvd & Blind Pass Rd
 - o Gulf Blvd & 75th Ave
 - o 75th Ave & Blind Pass Rd
 - o 75th Ave & Boca Ciega Dr
 - o Pasadena Ave & Sun Island Dr
 - o Pasadena Ave & Shore Dr

Traffic Data

Existing FDOT counts indicate a PM peak hour from 3 pm to 4 pm, outside the normal period of 4 pm to 6 pm. Therefore, existing traffic volumes will be determined by collecting intersection turning movement counts from 3 pm to 6 pm. If necessary, these counts will be adjusted to reflect peak season conditions using the Peak Season Conversion Factors (PSCF's) provided in the *FDOT Florida Traffic Online (2014)* database. Existing signal timing information on roads maintained by the Florida Department of Transportation (FDOT) will be obtained from FDOT and measured in the field.

Future Traffic

Future traffic will be estimated as existing traffic plus a percent increase determined by a regression analysis of traffic counts over the past 5 years. At intersections, future traffic will be assigned based on existing travel patterns and engineering judgment, with supporting calculations provided.

Analysis

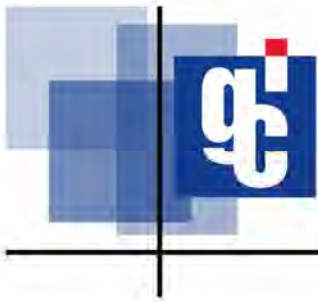
The traffic impact of the Project will be assessed using PCMPO standards. For road segment analysis, the most recent generalized service volumes from the *Pinellas County MPO Level of Service Report (September 2015)* will be used as an initial standard to evaluate directional volumes. The performance standard for evaluating study intersections will be a v/c ratio less than 0.9 for any leg. If either threshold is exceeded for existing, background or total traffic conditions, a more detailed analysis will be conducted using HCS 2010 or Synchro software. At a minimum, the project driveway intersection at Gulf Blvd & 55th Ave will be evaluated.

For road segments and intersections, analysis will be documented for the following traffic scenarios for a buildout year of 2017:

- a. Existing Traffic, on existing geometry
- b. Background Traffic (Existing + Future Trips) with background improvements, if required
- c. Total Traffic (Background + Project trips) with background improvements, if required
- d. Total Traffic with additional Project-triggered improvements, if required

An access management analysis will also be conducted to address vehicle ingress and egress at the Project driveway (Gulf Blvd & 55th Ave). The need for auxiliary lanes (i.e. left-turn and right-turn lanes) at proposed Project access points along an FDOT-maintained roadway will be assessed using the methods of NCHRP 745 for left-turn lanes and NCHRP 279 for right-turn lanes. The latest version of FDOT Standard Index 301 and back-of-queue calculations from traffic analysis software shall dictate the turn lane length for a design speed equal to the posted speed limit plus five miles per hour.

The analysis will also include a qualitative assessment of multi-modal travel options at the Project site, such as bus, bike, pedestrian, or other travel modes. This assessment will examine local connectivity, the availability of ped/bike paths, and any other features that may affect alternative travel modes.



**grimail
crawford
inc.**

Your Comprehensive Engineering, Planning and GIS Solutions Consultants

Documentation

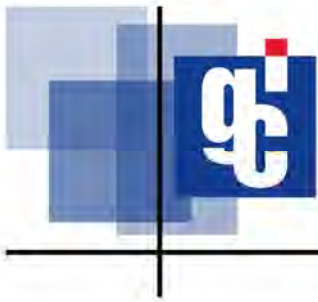
The procedures and findings of the analysis will be documented in a comprehensive report for submittal to the City of St. Pete Beach. This will include two hard copies plus a CD containing a pdf of the report and all electronic files. The initial submittal and any subsequent revisions will be marked as a draft, with the precise date of submittal (i.e. MM/DD/YYYY) displayed on the cover.

Should you have any questions, please do not hesitate to call me at 813-387-0084. Otherwise, I would request that you indicate your approval of this methodology by return letter or email. Your assistance in this matter is most appreciated.

Sincerely,

GRIMAIL CRAWFORD, INC.

Richard R. Pascoe
Vice President, Planning



grimail
crawford
inc.

Your Comprehensive Engineering, Planning and GIS Solutions Consultants

Attachments

- Attachment 1
 - Project Location Map
 - Site Plan
- Attachment 2
 - Figure: Project Trip Distribution and Assignment
- Attachment 3
 - Table: Study Area Calculations
 - Figure: Study Area Calculations

ATTACHMENT 1

LOCATION MAP & SITE PLAN

TradeWinds Coral Reef Project Study Area



Legend



Project



TradeWinds Resort



0 500 1,000 Feet

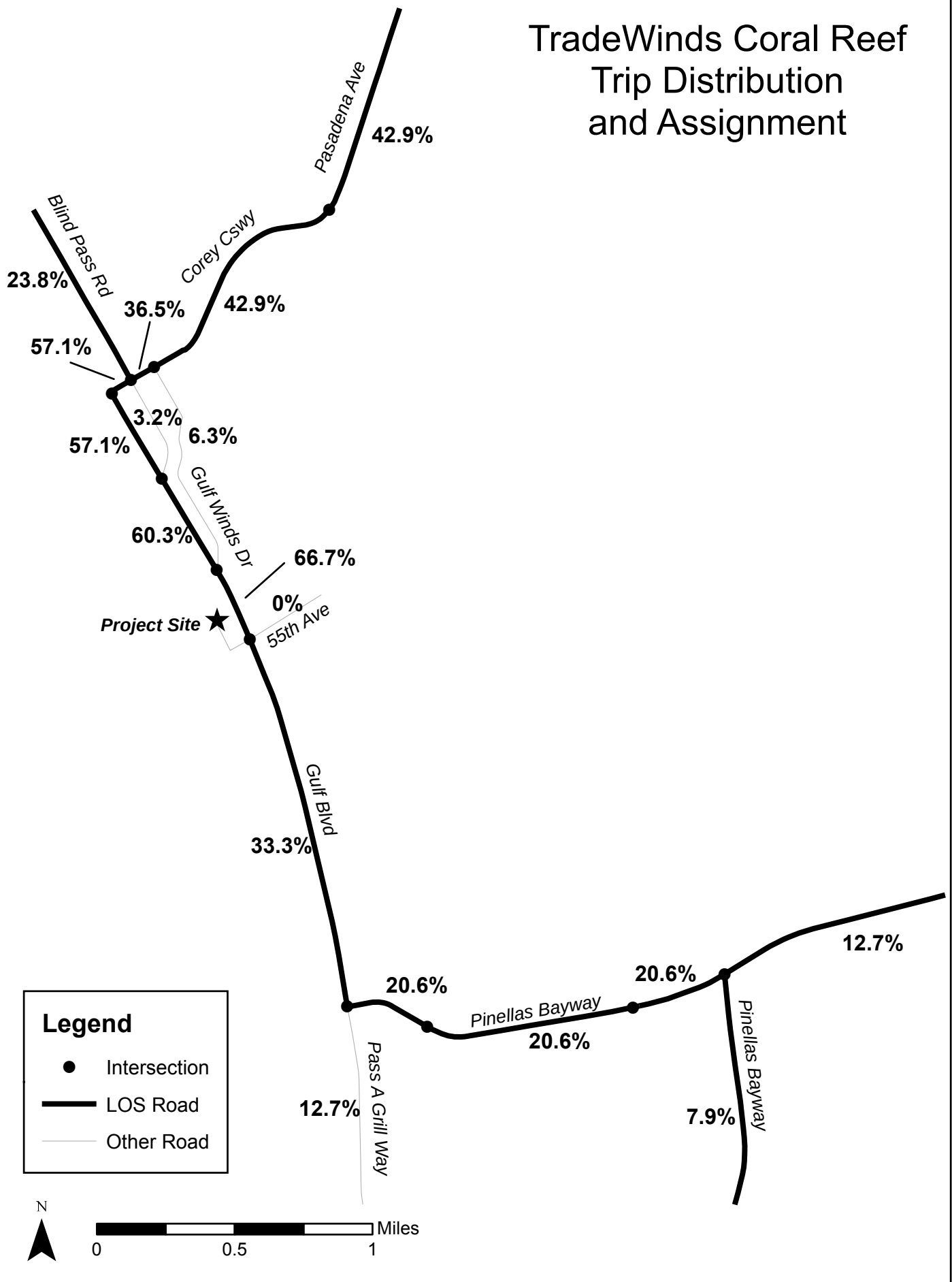


SP1	Combined Site Plans		Tradewinds	Gulf Blvd St Pete Beach, Florida	 Lic. # AA-0003347 218 5th Ave. N St. Petersburg, FL 33701 t 727-323-5676 f 727-323-5826 info@architectonicsstudio.com www.architectonicsstudio.com
	Project No. 2015-1476 Date: Sept 28, 2015	Revision			

ATTACHMENT 2

TRIP DISTRIBUTION & ASSIGNMENT

TradeWinds Coral Reef Trip Distribution and Assignment



ATTACHMENT 3

STUDY AREA CALCULATIONS

**TradeWinds Coral Reef
Project Study Area Calculations**

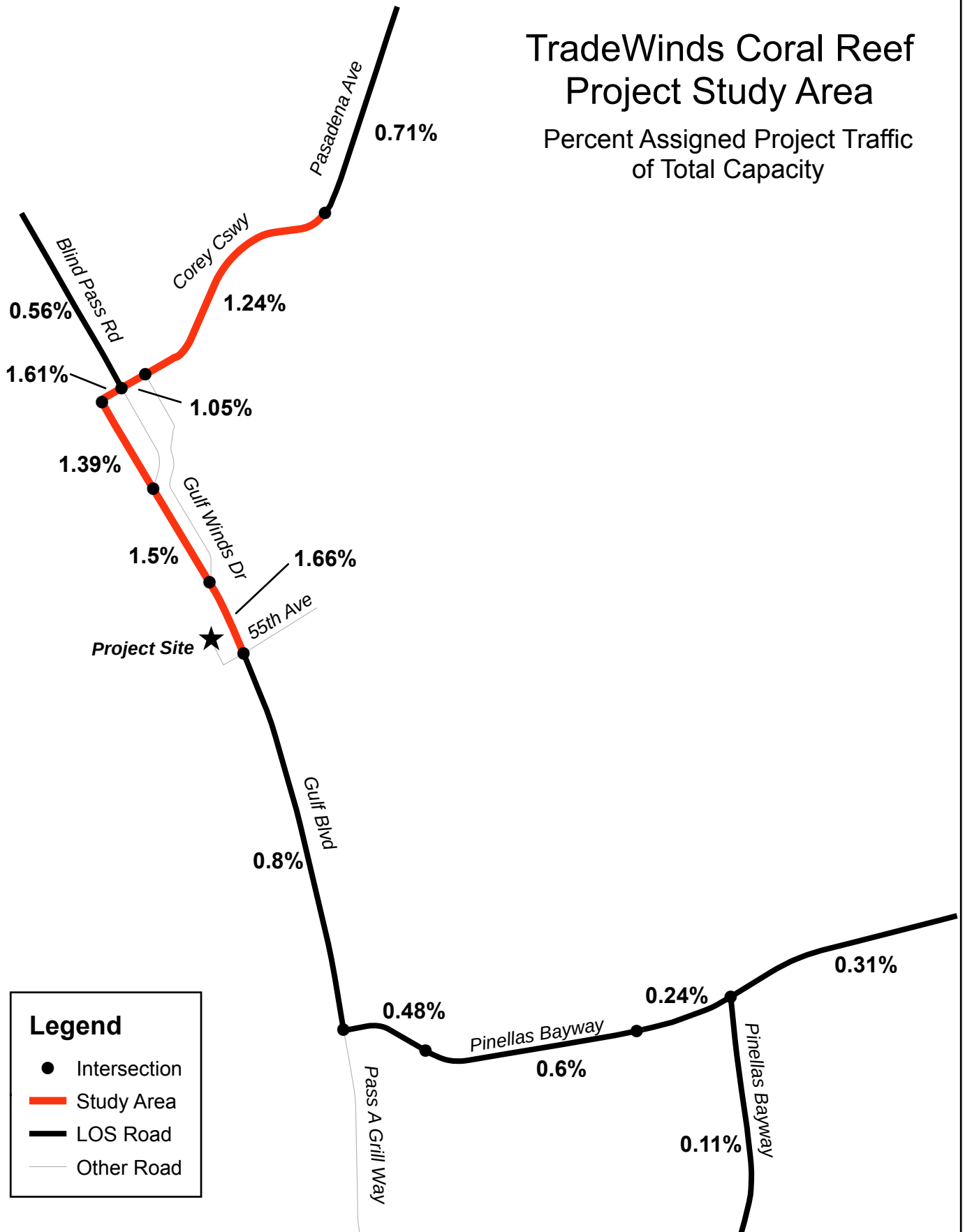
Link No.	Roadway	From	To	Lanes*	LOS Standard*	Two-way Pk Hr Service Volume*	Project Trip Assignment Percentage	PM Peak Hour Project Volumes		Project Vol % of Ser Volume	Significant Impact?
								NB/EB	SB/WB		
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725	Gulf Blvd	Pinellas Bayway/SR 682	Project Driveway/55th Ave	4D	D	1,870	33.3%	9	7	0.86%	No
725	Gulf Blvd	Project Driveway/55th Ave	75th Ave	4D	D	1,870	66.7%	17	13	1.60%	Yes
555	Corey Cswy/75th Ave	Gulf Blvd	Shore Dr	4U	D	1,615	57.1%	15	11	1.61%	Yes
963	Pasadena Ave	Shore Dr	66th St N	6D	D	2,830	42.9%	9	11	0.71%	No
966	Pinellas Bayway/SR 679	Pinellas Bayway/SR 682	Bahia Del Mar Blvd	4U	D	3,572	7.9%	2	2	0.11%	No
970	Pinellas Bayway/SR 682	Dolphin Cay Ln S	Pinellas Bayway/SR 679	4D	D	1,960	12.7%	3	3	0.31%	No
970	Pinellas Bayway/SR 682	Pinellas Bayway/SR 679	Bahia Del Mar Blvd	4D	D	3,760	20.6%	5	4	0.24%	No
970	Pinellas Bayway/SR 682	Bahia Del Mar Blvd	Granada St	2D	D	1,512	20.6%	5	4	0.60%	No
970	Pinellas Bayway/SR 682	Granada St	SR 699/Gulf Blvd	4D	D	1,870	20.6%	5	4	0.48%	No

Note: Highlighted segments are within study area.

*Source: Pinellas County MPO Level of Service Report (September 2015)

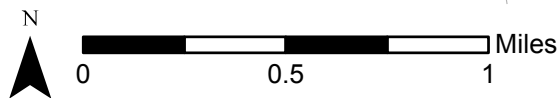
TradeWinds Coral Reef Project Study Area

Percent Assigned Project Traffic
of Total Capacity



Legend

- Intersection
- Study Area
- LOS Road
- Other Road



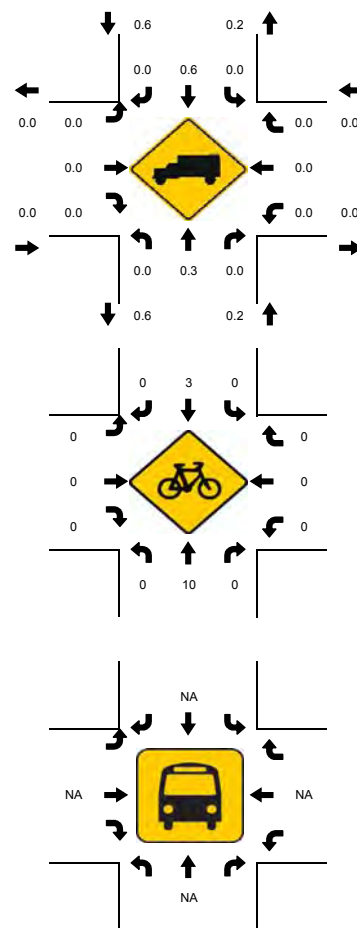
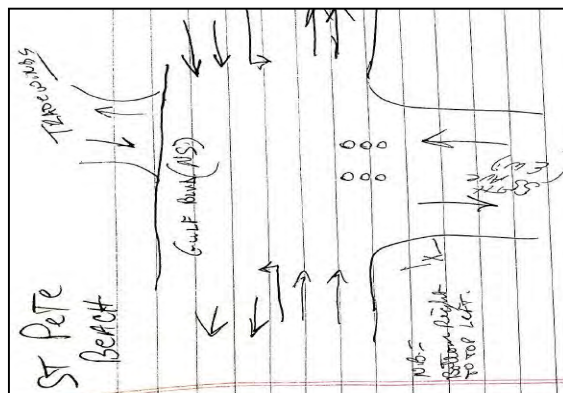
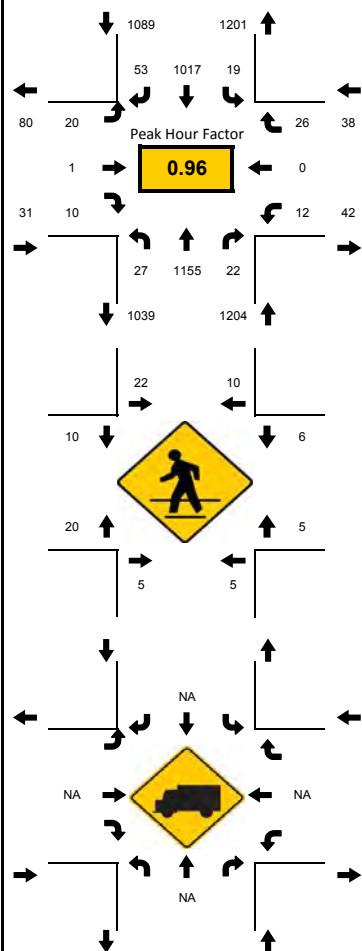
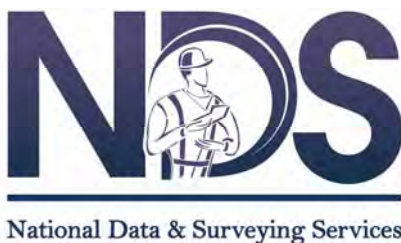
APPENDIX 3

TRAFFIC DATA

LOCATION: Gulf Blvd & 55th Ave
CITY/STATE: St. Pete Beach

PROJECT ID: 16-3049-001
DATE: Tue, Feb 23, 2016

Peak-Hour: 03:00 PM - 04:00 PM
Peak 15-Minute: 03:00 PM - 03:15 PM



15-Min Count Period Beginning At	Gulf Blvd Northbound					Gulf Blvd Southbound					55th Ave Eastbound					55th Ave Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
03:00 PM	2	327	7	0		5	247	15	0		3	0	3	0		2	0	7	0		618	2362
03:15 PM	5	257	6	0		5	254	9	0		6	0	0	0		5	0	7	0		554	2316
03:30 PM	6	299	5	0		4	245	21	1		2	1	4	0		2	0	2	0		591	2318
03:45 PM	14	272	4	1		5	271	8	0		9	0	3	0		3	0	10	0		599	2303
04:00 PM	7	246	5	0		11	269	12	1		10	0	5	0		4	0	3	0		572	2239
04:15 PM	2	267	2	0		6	250	10	2		7	0	3	0		4	0	5	0		556	2292
04:30 PM	6	262	7	1		12	259	10	0		8	0	1	0		3	0	8	0		576	2285
04:45 PM	8	265	5	0		6	229	6	1		5	0	2	0		4	0	5	0		535	2217
05:00 PM	1	277	5	0		8	300	6	1		8	0	5	0		8	0	7	0		625	2154
05:15 PM	6	269	10	1		5	234	6	0		3	0	4	0		6	0	6	0		549	1529
05:30 PM	2	235	2	0		7	242	5	0		6	0	2	0		2	0	5	0		508	980
05:45 PM	12	219	4	0		4	204	10	0		3	0	4	0		4	0	8	0		472	472
Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	56	1308	28	4		20	1084	84	4		36	4	16	0		20	0	40	0		2696	
Heavy Trucks	0	8	0			0	8	0			0	0	0			0	0	0			16	
Pedestrians		24					44					36					20				124	
Bicycles	0	20	0			0	8	0			0	0	0			0	0	0			28	
Railroad																						
Stopped Buses																						

COUNTY: 15
STATION: 5147
DESCRIPTION: SR 699/GULF BLVD, N OF SR 682/PINELLAS BAYWAY S
START DATE: 03/04/2014
START TIME: 0600

TIME	DIRECTION: N				TOTAL	DIRECTION: S				TOTAL	COMBINED TOTAL	
	1ST	2ND	3RD	4TH		1ST	2ND	3RD	4TH			
0000	23	14	12	12	61	24	10	13	11	58	119	
0100	13	6	9	10	38	3	8	4	7	22	60	
0200	8	2	8	7	25	5	7	3	12	27	52	
0300	6	6	5	8	25	4	3	2	5	14	39	
0400	6	5	2	11	24	9	9	8	8	34	58	
0500	5	12	17	29	63	21	26	25	42	114	177	
0600	31	57	77	89	254	41	48	71	85	245	499	
0700	98	133	168	169	568	105	119	107	142	473	1041	
0800	148	163	169	169	649	175	162	149	140	626	1275	
0900	168	171	171	178	688	169	176	186	187	718	1406	
1000	189	209	238	208	844	160	185	172	214	731	1575	
1100	231	230	233	214	908	190	210	218	167	785	1693	
1200	256	237	247	235	975	210	220	193	190	813	1788	
1300	232	233	241	226	932	187	188	182	213	770	1702	
1400	234	218	264	246	962	201	199	201	229	830	1792	
1500	226	232	208	250	916	212	232	202	189	835	1751	
1600	254	219	241	276	990	195	219	221	188	823	1813	
1700	259	254	256	253	1022	207	207	223	201	838	1860	
1800	241	249	173	185	848	210	163	164	137	674	1522	
1900	162	129	135	97	523	151	156	111	128	546	1069	
2000	119	79	81	78	357	108	127	99	98	432	789	
2100	93	68	60	62	283	96	64	79	60	299	582	
2200	64	39	61	37	201	64	58	35	36	193	394	
2300	19	32	20	19	90	41	37	23	21	122	212	
24-HOUR TOTALS:					12246						11022	23268

DIRECTION: N				DIRECTION: S				COMBINED DIRECTIONS	
A.M.	845	679		845	671			845	1350
P.M.	1645	1045		1445	875			1645	1870
DAILY	1645	1045		1445	875			1645	1870

TRUCK PERCENTAGE 2.07 2.71 2.38

CLASSIFICATION SUMMARY DATABASE

DIR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTTRK	TOTVOL
N	105	10088	1799	10	141	31		5	56	8	0	0	2	0	0	254	12246
S	122	8807	1794	12	199	26	1	43	15	0	1	0	2	0	0	299	11022

COUNTY: 15
STATION: 5147
DESCRIPTION: SR 699/GULF BLVD, N OF SR 682/PINELLAS BAYWAY S
START DATE: 03/05/2014
START TIME: 0600

TIME	DIRECTION: N				TOTAL	DIRECTION: S				TOTAL	COMBINED TOTAL	
	1ST	2ND	3RD	4TH		1ST	2ND	3RD	4TH			
0000	26	13	9	8	56	15	8	10	7	40	96	
0100	11	10	15	10	46	7	6	9	8	30	76	
0200	4	5	8	3	20	3	5	4	2	14	34	
0300	4	4	6	9	23	9	4	5	4	22	45	
0400	1	3	5	15	24	5	4	13	16	38	62	
0500	3	10	24	26	63	18	9	25	30	82	145	
0600	34	52	93	87	266	40	49	72	84	245	511	
0700	92	136	166	152	546	99	112	132	166	509	1055	
0800	175	187	171	174	707	176	170	145	166	657	1364	
0900	146	147	224	220	737	136	172	199	198	705	1442	
1000	162	172	195	239	768	185	157	199	192	733	1501	
1100	199	215	211	243	868	197	224	223	192	836	1704	
1200	223	214	253	252	942	196	199	207	212	814	1756	
1300	229	215	239	221	904	183	177	180	182	722	1626	
1400	235	206	271	286	998	201	241	214	232	888	1886	
1500	252	240	255	270	1017	202	220	224	220	866	1883	
1600	251	252	300	247	1050	206	235	209	220	870	1920	
1700	250	287	218	223	978	224	192	208	180	804	1782	
1800	208	206	168	182	764	165	194	173	174	706	1470	
1900	152	152	122	112	538	170	128	127	124	549	1087	
2000	94	85	80	87	346	123	113	91	93	420	766	
2100	69	66	69	68	272	91	78	91	69	329	601	
2200	60	51	56	30	197	57	58	30	33	178	375	
2300	39	36	19	15	109	37	30	25	12	104	213	
24-HOUR TOTALS:					12239						11161	23400

DIRECTION: N				DIRECTION: S				COMBINED DIRECTIONS
A.M.	800	707		845	673	800	1364	
P.M.	1630	1084		1415	889	1545	1943	
DAILY	1630	1084		1415	889	1545	1943	

TRUCK PERCENTAGE 2.22 2.56 2.38

CLASSIFICATION SUMMARY DATABASE

DIR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTTRK	TOTVOL
N	108	10167	1692	4	164	29	3	66	5	0	0	0	1	0	0	272	12239
S	120	8955	1800	18	197	22	0	45	3	0	0	0	1	0	0	286	11161

Pinellas County Metropolitan Planning Organization

Facility Level of Service Report (Pinellas County Format) (PM Peak Hour Directional)

Pinellas County MPO

2015 Analysis - Existing Conditions (DY 2014) 7-21-15 A, Utilizing FDOT's 2009 General Tables

NOTE: Roadways included in this Inventory are monitored Arterials and Collectors as defined in the MPO's Functional Classification map. Level of Service has been calculated using the current guidelines of the FDOT Quality Level of Service, FDOT Generalized Tables, FDOT Art Plan, and Highway Capacity Manual (HCM). The LOS Input values shown on this report do not fully represent values maintained by the database, please do not attempt to use these values to reproduce LOS results. A more complete listing of LOS input values and assumptions is available, if needed please request a copy of the LOS Inventory Staff Report.

Facility

Facility	Juris	Plan Area	Fac Type	Road Type	LOS Std	Length (mi)	Signals Per Mile	LOS Method	AADT	Volume	Physical Capacity	V/Cap Ratio	Def Flag	Fac LOS
3 - 1ST AVE N: (3RD ST N -to- 20TH ST N)	SP	11	SA	30	D	1.421	5.63	T	10,804	1,026	2,776	.370	0	C
4 - 1ST AVE N: (20TH ST N -to- 34TH ST N)	SP	11	SA	30	D	1.172	4.27	T	10,804	1,026	3,056	.336	0	C
5 - 1ST AVE N: (34TH ST N -to- 66TH ST N)	SP	11	SA	30	D	2.999	1.33	T	13,000	1,235	3,175	.389	0	B
9 - 1ST AVE S: (PASADENA AVE -to- 34TH ST S)	SP	11	SA	30	D	3.247	1.54	T	13,133	1,248	3,175	.393	0	B
10 - 1ST AVE S: (34TH ST S -to- 16TH ST S)	SP	11	SA	30	D	1.505	3.32	T	10,082	968	3,056	.313	0	C
11 - 1ST AVE S: (16TH ST S -to- DR ML KING JR ST S)	SP	11	SA	40	D	.501	2.00	T	10,082	968	4,082	.235	0	C
12 - 1ST AVE S: (DR ML KING JR ST S -to- 3RD ST S)	SP	11	SA	30	D	.587	8.52	T	10,082	968	2,776	.345	0	C
30 - 3RD ST N: (CENTRAL AVE -to- 5TH AVE N)	SR	11	SA	40	D	.438	11.42	T	11,500	1,092	3,900	.280	0	C
37 - 4TH AVE N: (I-375 RAMP -to- 4TH ST N)	SR	11	SA	30	D	.254	7.87	T	10,500	998	2,988	.334	0	C
43 - 4TH ST N: (I-275 -to- GANDY BLVD)	SR	11	SA	40	D	2.557	.39	T	23,500	1,228	1,960	.627	0	B
44 - 4TH ST N: (GANDY BLVD -to- 62ND AVE N)	SR	11	SA	60	D	2.490	2.41	T	36,582	1,911	2,830	.675	0	C
45 - 4TH ST N: (62ND AVE N -to- 38TH AVE N)	SR	11	SA	60	D	1.500	1.33	T	40,003	2,090	2,940	.711	0	B
47 - 4TH ST N: (5TH AVE N -to- 2ND AVE N)	SR	11	SA	40	D	.279	10.75	T	12,796	1,216	3,900	.312	0	C
48 - 4TH ST N: (2ND AVE N -to- 1ST AVE N)	SR	11	SA	30	D	.100	10.00	T	12,500	1,188	2,988	.398	0	C
49 - 4TH ST N: (5TH AVE N -to- 30TH AVE N)	SR	11	SA	40	D	1.506	1.99	T	26,171	1,367	1,870	.731	0	D
50 - 4TH ST N: (1ST AVE N -to- CENTRAL AVE)	SR	11	SA	40	D	.060	16.67	T	11,500	1,092	3,900	.280	0	C
51 - 4TH ST N: (30TH AVE N -to- 38TH AVE N)	SR	11	SA	60	D	.501	3.99	T	30,500	1,594	2,830	.563	0	C
53 - 4TH ST S: (CENTRAL AVE -to- 5TH AVE S)	SR	11	SA	40	D	.380	13.16	T	11,500	1,092	3,900	.280	0	C
54 - 4TH ST S: (5TH AVE S -to- 6TH AVE S)	SP	11	SA	30	D	.097	10.31	T	14,643	1,391	2,776	.501	0	D
55 - 4TH ST S: (6TH AVE S -to- 9TH AVE S)	SP	11	SA	40	D	.210	4.76	T	14,643	765	1,530	.500	0	D
56 - 4TH ST S: (9TH AVE S -to- 18TH AVE S)	SP	11	NA	40	D	.626	.00	T	14,643	765	3,760	.203	0	B
57 - 4TH ST S 6TH ST CONNECTION: (18TH AVE S -to- 39TH AVE S)	SP	11	SA	40	D	1.334	1.50	T	14,066	735	1,676	.439	0	B
58 - 4TH ST S 6TH ST CONNECTION: (39TH AVE S -to- 45TH AVE S)	SP	11	NA	40	D	.410	.00	T	13,933	728	3,572	.204	0	B
61 - 5TH AVE N: (4TH ST N -to- DR ML KING JR ST N)	SR	11	SA	20	D	.500	4.00	T	10,405	988	2,244	.440	0	C
63 - 5TH AVE N: (DR ML KING JR ST N -to- 16TH ST N)	SR	11	SA	30	D	.502	1.99	T	10,300	538	1,776	.303	0	C
65 - 5TH AVE N: (16TH ST N -to- 34TH ST N)	SR	11	SA	40	D	1.503	3.33	T	23,651	1,236	1,870	.661	0	C
66 - 5TH AVE N: (34TH ST N -to- 49TH ST N)	SR	11	SA	40	D	1.252	1.60	T	26,000	1,359	1,960	.693	0	B
67 - 5TH AVE N: (49TH ST N -to- TYRONE BLVD)	SR	11	SA	40	D	.878	2.28	T	30,000	1,568	1,870	.839	0	D
68 - 5TH AVE N: (TYRONE BLVD -to- 66TH ST N)	SP	11	SA	40	D	.869	1.15	T	20,300	1,061	1,764	.601	0	B
69 - 5TH AVE N: (66TH ST N -to- 69TH ST N)	SP	11	SMC	40	D	.347	2.88	T	10,600	554	1,216	.456	0	C
70 - 5TH AVE N: (69TH ST N -to- PARK ST)	SP	11	NMC	40	D	.709	.00	T	10,600	554	3,760	.147	0	B

Fac Type: "F"=Freeway, "SA"=Signalized Arterial, "SC"=Signalized Collector, "SMC"=Signalized Collector (Major), "NA"=Non-Signalized Arterial, "NC"=Non-Signalized Collector, "NMC"=Non-Signalized Collector (Major)

LOS Meth: "A"=ApCalc, "H"=Conceptual, "T"=Generalized Tables

Abbreviations: "Fac"=Facility, "V/Cap"=Volume to Physical Capacity

Def Flag: "1"=V/C Ratio >= .9 and LOS=A, LOS=B, LOS=C or LOS=D "2"=V/C Ratio >= .9 and LOS=E or LOS=F

Pinellas County Metropolitan Planning Organization

Facility

Juris	Plan	Fac	Road	LOS	Std	Length	Signals	LOS	AADT	Volume	Physical	V:Cap	Def	Fac
Area	Type	Type	Type		(mi)	Per Mile		Meth			Capacity	Ratio	Flag	LOS
SP	11	SA	40	D	.062	16.13	T		7,791	740	3,726	.199	0	C
SP	11	SA	30	D	.656	6.10	T		7,791	740	2,776	.267	0	C
SP	11	SA	30	D	.226	4.42	T		7,791	740	3,056	.242	0	C
SP	11	SA	40	D	.478	12.55	T		7,791	740	3,726	.199	0	C
SP	11	SA	4U	D	1.504	1.33	T		11,169	584	1,676	.348	0	B
SP	11	SA	4U	D	.499	2.00	T		11,169	584	1,599	.365	0	C
SP	11	SA	4U	D	1.256	1.59	T		11,169	584	1,676	.348	0	B
SP	11	SA	4U	D	1.744	1.72	T		8,056	421	1,676	.251	0	B
SP	11	SMC	2D	D	1.157	.86	T		4,900	256	601	.426	0	B
SR	05	NMC	2U	D	.907	.00	T		6,700	350	1,440	.243	0	B
SP	11	SA	4D	D	.439	6.83	T		14,221	743	1,530	.486	0	D
SP	11	SA	4D	D	1.003	4.99	T		10,316	539	1,530	.352	0	C
SP	11	SA	4D	D	2.511	2.39	T		9,307	486	1,683	.289	0	C
SP	11	SA	4D	D	1.314	6.09	T		8,958	468	1,530	.306	0	C
SP	11	SA	2U	D	.247	4.05	T		8,958	468	774	.605	0	C
SP	11	SMC	4U	D	.379	2.64	T		7,760	405	1,155	.351	0	C
SP	11	SA	4D	D	1.162	2.58	T		32,030	1,674	1,683	.995	2	E
SP	11	SA	4U	D	2.010	1.49	T		21,188	1,107	1,676	.661	0	B
SP	11	SA	4D	D	.685	2.92	T		13,914	727	1,683	.432	0	C
SP	11	SA	4D	D	1.016	1.97	T		21,188	1,107	1,764	.628	0	B
SP	11	SA	2D	D	.897	1.11	T		6,800	355	832	.427	0	B
SP	11	SA	4U	D	1.598	2.50	T		21,875	1,143	1,599	.715	0	D
SP	11	NMC	2D	D	.470	.00	T		10,423	545	1,512	.360	0	C
SP	11	SA	4U	D	2.246	1.78	T		10,031	524	1,676	.313	0	B
SP	11	SA	6D	D	.253	7.91	T		17,279	903	2,313	.390	0	C
CR	11	SA	4U	D	2.005	2.00	T		18,555	969	1,599	.606	0	C
CR	10	SA	6D	D	.531	1.88	T		13,535	707	2,646	.267	0	B
CR	10	NA	4D	D	2.045	.00	T		8,849	462	3,760	.123	0	B
CR	14	SA	2U	D	1.193	1.68	T		6,795	355	792	.448	0	B
CR	14	NA	2U	D	.312	.00	T		6,795	355	1,440	.247	0	B
SP	11	SA	2U	D	1.005	1.99	T		7,907	413	774	.534	0	C
SP	11	SA	2U	D	.754	2.65	T		6,674	349	774	.451	0	C
SP	11	SA	4U	D	.688	4.36	T		5,440	284	1,599	.178	0	C
SP	11	SA	4D	D	.251	3.98	T		10,631	555	1,683	.330	0	C
SP	11	SA	2D	D	1.753	.57	T		10,631	555	832	.667	0	C
SP	11	SA	4D	D	.708	1.41	T		10,631	555	1,764	.315	0	B
CR	11	SA	4D	D	1.042	1.92	T		28,659	1,497	1,764	.849	0	C
CR	11	SA	4D	D	1.477	2.71	T		23,226	1,214	1,683	.721	0	D
CR	11	SA	4D	D	1.257	2.39	T		28,659	1,497	1,683	.889	0	D
CR	11	SA	4D	D	1.750	1.14	T		24,704	1,291	1,764	.732	0	B
CR	11	SA	4D	D	1.266	1.58	T		20,750	1,084	1,764	.615	0	B
SP	11	SA	4U	D	.303	3.30	T		17,792	930	1,599	.582	0	C
SP	11	NA	2D	D	1.582	.00	T		17,792	930	1,512	.615	0	D
PP	10	SMC	2D	D	.280	3.57	T		4,960	259	587	.441	0	C

Pinellas County Metropolitan Planning Organization

Facility

Juris	Plan Area	Fac Type	Road Type	LOS Std	Length (mi)	Signals Per Mile	LOS Meth	AADT	Volume	Physical Capacity	V/Cap Ratio	Def Flag	Fac LOS
PP	10	NC	2U	D	.240	.00	T	4,960	259	1,440	.180	0	B
PP	10	SMC	2D	D	.280	3.57	T	3,617	189	587	.322	0	C
CR	14	SMC	2U	D	1.554	1.29	T	6,260	327	572	.572	0	B
CR	14	SMC	2U	D	1.748	1.72	T	4,545	237	572	.414	0	B
CR	11	SA	4U	D	1.439	2.78	T	17,929	937	1,599	.586	0	C
CR	10	SA	6D	D	1.025	1.95	T	35,766	1,869	2,646	.706	0	B
CR	08	SA	6D	D	.616	3.25	T	42,515	2,221	2,547	.872	0	D
CR	10	SA	6D	D	1.485	2.02	T	29,016	1,516	2,547	.595	0	C
CR	08	NA	6D	D	.492	.00	T	42,515	2,221	5,650	.393	0	B
CR	10	SA	6D	D	1.254	3.19	T	29,729	1,553	2,547	.610	0	C
CR	10	SA	6D	D	1.253	2.39	T	36,179	1,890	2,547	.742	0	D
CR	14	SA	6D	D	1.008	1.98	T	28,410	1,484	2,646	.561	0	B
CR	11	SA	4U	D	1.249	1.60	T	20,641	1,078	1,676	.643	0	B
GP	11	SA	4U	D	1.559	3.21	T	15,568	813	1,599	.508	0	C
PP	10	NC	2U	D	.507	.00	T	2,627	136	1,440	.094	0	B
PP	10	SC	2U	D	.500	4.00	T	4,336	231	559	.413	0	C
PP	10	NC	2U	D	.753	.00	T	2,551	132	1,440	.092	0	B
CR	14	SA	4U	D	.659	3.03	T	20,766	1,085	1,599	.679	0	C
CR	14	SA	6D	D	.344	5.81	T	20,766	1,085	2,313	.469	0	D
CR	11	SA	4D	D	1.518	1.98	T	20,766	1,085	1,764	.615	0	B
CR	09	SMC	2D	D	.508	1.97	T	8,000	418	601	.696	0	C
CR	14	SA	4U	D	1.250	1.60	T	15,900	831	1,676	.496	0	B
CR	14	SA	4D	D	1.747	2.29	T	15,281	798	1,683	.474	0	C
CR	14	SA	4D	D	1.558	1.93	T	14,811	774	1,764	.439	0	B
SP	11	SA	4D	D	1.761	1.70	T	15,372	803	1,764	.455	0	B
SP	11	SA	4D	D	.252	7.94	T	25,290	1,321	1,530	.863	0	D
PP	10	SMC	2U	D	1.001	2.00	T	4,983	260	559	.465	0	C
SP	11	SA	4D	D	.434	4.61	T	19,074	997	1,530	.652	0	D
CR	14	SMC	2U	D	1.044	2.87	T	4,983	260	559	.465	0	C
SP	11	SA	4D	D	1.003	2.99	T	19,074	997	1,683	.592	0	C
SP	11	SA	4D	D	1.006	1.99	T	10,652	557	1,764	.316	0	B
GP	11	SA	4U	D	.809	2.47	T	10,553	551	1,599	.345	0	C
GP	11	SA	2U	D	.751	2.66	T	8,671	453	774	.585	0	C
PP	10	NC	2U	D	2.009	.00	T	2,973	155	1,440	.108	0	B
CR	10	SA	2U	D	1.242	.81	T	12,944	676	792	.854	0	C
CR	10	SA	2U	D	1.748	1.72	T	8,513	445	792	.562	0	B
CR	14	SMC	2U	D	.503	1.99	T	4,432	232	572	.406	0	B
CR	14	SA	4U	D	1.502	2.66	T	21,748	1,136	1,599	.710	0	C
CR	11	SA	4D	D	1.257	2.39	T	19,129	999	1,683	.594	0	C
SP	11	NA	4D	D	1.549	.00	T	14,181	741	3,760	.197	0	B
SP	11	SMC	2U	D	1.466	2.05	T	7,153	374	559	.669	0	D
PP	10	NC	2U	D	.499	.00	T	2,083	109	1,440	.076	0	B
SR	10	SA	6D	D	1.798	2.78	T	36,708	1,918	2,830	.678	0	C
SR	10	SA	6D	D	1.254	2.39	T	39,500	2,064	2,830	.729	0	C

Pinellas County Metropolitan Planning Organization

Facility

Facility	Juris	Plan Area	Fac Type	Road Type	LOS	Std Length (mi)	Signals Per Mile	LOS	Meth	AADT	Volume	Physical Capacity	V/Cap Ratio	Def Flag	Fac LOS
299 - 66TH ST N: (PASADENA AVE -to- TYRONE BLVD)	SR	11	SA	6D	D	1.279	4.69	T		39,950	2,087	2,570	.812	0	D
300 - 66TH ST N: (54TH AVE N -to- 38TH AVE N)	SR	14	SA	6D	D	1.006	1.99	T		39,125	2,044	2,940	.695	0	B
301 - 66TH ST N: (BRYAN DAIRY RD -to- ULMERTON RD)	SR	10	SA	6D	D	1.498	2.00	T		37,000	1,933	2,830	.683	0	C
302 - 66TH ST N: (TYRONE BLVD -to- 38TH AVE N)	SR	11	SA	6D	D	.958	3.13	T		39,000	2,038	2,830	.720	0	C
303 - 66TH ST N: (ULMERTON RD -to- US 19)	SR	07	SA	4D	D	.955	2.09	T		27,500	1,437	1,870	.768	0	D
306 - 70TH AVE N: (US 19 -to- 49TH ST N)	PP	10	SA	4U	D	1.139	1.76	T		9,575	500	1,676	.298	0	B
307 - 70TH AVE N: (49TH ST N -to- 58TH ST N)	PP	10	SA	4U	D	.763	1.31	T		10,265	536	1,676	.320	0	B
308 - 70TH AVE N: (58TH ST N -to- 66TH ST N)	PP	10	SA	2D	D	.983	1.02	T		6,774	354	832	.425	0	B
311 - 71ST ST N: (PARK BLVD -to- 70TH AVE N)	CR	10	NA	6D	D	.249	.00	T		18,502	967	5,650	.171	0	B
312 - 71ST ST N: (70TH AVE N -to- 54TH AVE N)	CR	14	SA	4D	D	1.004	1.99	T		15,984	835	1,683	.496	0	C
314 - 71ST ST N: (54TH AVE N -to- 38TH AVE N)	CR	14	SA	2U	D	1.004	1.99	T		8,447	441	774	.570	0	C
322 - 78TH AVE N: (US 19 -to- 49TH ST N)	PP	10	SC	2D	D	.837	1.19	T		6,565	343	601	.571	0	B
323 - 78TH AVE N: (49TH ST N -to- 66TH ST N)	PP	10	SMC	2D	D	1.750	1.71	T		6,877	359	601	.597	0	C
324 - 78TH AVE N: (66TH ST N -to- BELCHER RD)	PP	10	SMC	2U	D	.506	1.98	T		3,563	186	572	.325	0	B
325 - 82ND AVE N: (US 19 -to- 49TH ST N)	PP	10	SMC	2U	D	.680	1.47	T		5,059	264	572	.462	0	B
326 - 82ND AVE N: (49TH ST N -to- 66TH ST N)	PP	10	SMC	2D	D	1.750	.57	T		4,453	233	601	.388	0	B
327 - 82ND AVE N: (66TH ST N -to- BELCHER RD)	PP	10	NC	2U	D	.507	.00	T		2,019	105	1,440	.073	0	B
338 - 86TH AVE N: (SEMINOLE BLVD -to- DUHME RD 113TH ST N)	CR	09	SMC	2U	D	.501	2.00	T		4,560	238	559	.426	0	C
340 - 86TH AVE N: (DUHME RD 113TH ST N -to- OAKHURST RD)	CR	09	SMC	2U	D	2.007	1.49	T		6,867	359	572	.628	0	C
347 - 94TH AVE N: (49TH ST N -to- 66TH ST N)	PP	10	SMC	2D	D	1.755	.57	T		5,326	278	601	.463	0	B
361 - 102ND AVE N: (66TH ST N -to- US 19)	PP	10	NMC	2D	D	1.735	.00	T		5,449	285	1,512	.188	0	B
362 - 102ND AVE N: (ALT US 19 -to- 113TH ST N)	CR	09	SA	4D	D	.507	1.97	T		25,104	1,312	1,764	.744	0	B
363 - 102ND AVE N: (113TH ST N -to- RIDGE RD)	CR	09	NA	4D	D	.180	.00	T		19,866	1,038	3,760	.276	0	B
364 - 102ND AVE N: (RIDGE RD -to- VONN RD)	CR	09	SA	2U	D	1.332	1.50	T		15,599	815	792	1.029	2	F
365 - 102ND AVE N: (VONN RD -to- 137TH ST N)	CR	09	NA	2U	D	.757	.00	T		14,628	764	1,440	.531	0	C
366 - 102ND AVE N: (137TH ST N -to- OAKHURST RD)	CR	09	SA	4D	D	.254	3.94	T		14,628	764	1,683	.454	0	C
367 - 102ND AVE N: (OAKHURST RD -to- HAMLIN BLVD)	CR	09	NA	4D	D	.505	.00	T		14,628	764	3,760	.203	0	B
373 - 110TH AVE N: (43RD ST N -to- 49TH ST N)	PP	10	SMC	2U	D	.526	1.90	T		5,678	297	572	.519	0	B
374 - 110TH AVE N: (49TH ST N -to- US 19)	PP	10	SMC	2U	D	.877	1.14	T		5,318	278	572	.486	0	B
375 - 110TH AVE N: (US 19 -to- 62ND ST N)	PP	10	NC	2U	D	.797	.00	T		3,278	171	1,440	.119	0	B
376 - 113TH ST N: (ULMERTON RD -to- 102ND AVE N)	CR	09	SA	4D	D	2.011	.99	T		20,640	1,078	1,764	.611	0	B
379 - 118TH AVE N: (BELCHER RD -to- 66TH ST N)	CR	10	SC	2U	D	1.102	1.81	T		4,228	221	572	.386	0	B
382 - 118TH AVE N: (62ND ST N -to- 66TH ST N)	CR	10	SC	2U	D	.518	1.93	T		4,982	260	572	.455	0	B
388 - 125TH ST N: (PARK BLVD -to- 102ND AVE N)	CR	09	SC	2U	D	1.506	1.33	T		4,243	222	572	.388	0	B
410 - 142ND AVE N: (66TH ST N -to- BELCHER RD)	CR	07	SMC	2U	D	1.020	.98	T		8,923	466	572	.815	0	C
421 - ALDERMAN RD: (ALT US 19 -to- US 19)	CR	03	SA	4D	D	2.013	1.49	T		15,633	817	1,764	.463	0	B
422 - ALDERMAN RD: (US 19 -to- HIGHLANDS BLVD)	CR	03	NMC	2U	D	1.481	.00	T		10,696	559	1,440	.388	0	C
425 - ALT US 19 BAY PINES BLVD: (W END OF BRIDGE -to- PARK ST)	SR	09	SA	4D	D	.927	1.08	T		47,000	2,456	1,960	1.253	2	F
426 - ALT US 19 BAY PINES BLVD: (W END OF BRIDGE -to- 100TH WY)	SR	09	SA	6D	D	.641	3.12	T		39,000	2,038	2,830	.720	0	C
427 - ALT US 19 BAY PINES BLVD: (100TH WY -to- SEMINOLE BLVD)	SR	09	NA	6D	D	.636	.00	T		39,000	2,038	5,650	.361	0	B
428 - ALT US 19 BAYSHORE BLVD: (SKINNER BLVD -to- CURLEW RD)	SR	04	SA	2D	D	2.453	1.22	T		20,506	1,071	924	1.169	2	F
429 - ALT US 19 BAYSHORE BLVD: (CURLEW RD -to- TAMPA RD)	SR	03	SA	2D	D	1.479	.68	T		16,800	878	924	.950	1	D
430 - ALT US 19 BROADWAY: (MAIN ST -to- SKINNER BLVD)	SR	04	SA	2U	D	.255	3.92	T		16,568	866	860	1.007	2	F
431 - ALT US 19 CHESTNUT ST: (MYRTLE AVE -to- COURT ST)	SR	06	NA	3D	D	.185	.00	T		16,000	1,520	6,780	.224	0	B

Pinellas County Metropolitan Planning Organization

Facility

Juris	Plan Area	Fac Type	Road Type	LOS Std	Length (mi)	Signals Per Mile	LOS Meth	AADT	Volume	Physical Capacity	V/Cap Ratio	Def Flag	Fac LOS
SR	06	SA	40	D	.476	4.20	T	14,500	1,378	4,536	.304	0	C
SR	06	SA	4D	D	.318	3.14	T	30,500	1,594	1,870	.852	0	D
SR	06	SA	2U	D	2.091	.96	T	14,893	778	880	.884	0	C
SR	06	SA	6D	D	1.512	2.65	T	27,667	1,446	2,830	.511	0	C
SR	07	SA	6D	D	1.531	3.27	T	30,995	1,619	2,830	.572	0	C
SR	06	SA	4U	D	.500	6.00	T	16,100	841	1,577	.533	0	D
SR	06	SA	4U	D	.988	4.05	T	11,856	619	1,776	.349	0	C
SR	06	NA	2U	D	.091	.00	T	11,500	601	1,440	.417	0	C
SR	03	SA	2D	D	1.916	.52	T	21,000	1,097	924	1.187	2	F
SR	03	SA	2D	D	2.246	.45	T	16,800	878	924	.950	1	D
SR	01	SA	2U	D	1.056	.95	T	16,500	862	880	.980	1	D
SR	01	SA	2D	D	.595	5.04	T	16,500	862	830	1.039	2	F
SR	01	SA	2U	D	2.004	1.50	T	15,432	806	880	.916	1	C
SR	09	SA	6D	D	1.529	2.62	T	35,500	1,855	2,830	.655	0	C
SR	09	SA	6D	D	1.766	1.70	T	34,428	1,799	2,940	.612	0	B
SR	09	SA	6D	D	2.026	2.47	T	33,770	1,764	2,830	.623	0	C
SR	07	SA	6D	D	1.521	1.31	T	33,000	1,724	2,940	.586	0	B
SR	11	SA	4D	D	.252	3.97	T	19,300	1,008	1,870	.539	0	C
SR	11	SA	4D	D	1.188	1.68	T	30,640	1,601	1,960	.817	0	C
SR	11	SA	4D	D	1.651	1.21	T	33,000	1,724	1,960	.880	0	C
SR	11	SA	6D	D	.299	3.34	T	41,000	2,142	2,830	.757	0	D
CR	01	SMC	2U	D	2.063	.48	T	8,016	419	572	.733	0	C
CR	01	NC	2U	D	2.416	.00	T	2,766	145	1,440	.101	0	B
CL	06	NMC	2U	D	2.463	.00	T	9,307	486	1,440	.338	0	C
CR	08	NA	6D	D	3.598	.00	T	64,680	3,451	5,650	.611	0	C
CR	01	SC	2U	D	.501	2.00	T	4,545	237	559	.424	0	C
CR	10	SA	6D	D	1.519	1.97	T	21,056	1,100	2,646	.416	0	B
CR	10	SA	6D	D	2.488	.80	T	21,056	1,100	2,646	.416	0	B
CR	07	SA	6D	D	1.527	1.31	T	27,694	1,447	2,646	.547	0	B
CR	07	SA	4D	D	1.523	1.31	T	29,612	1,547	1,764	.877	0	C
CR	06	SA	4D	D	1.516	3.96	T	29,612	1,547	1,683	.919	1	D
CR	06	SA	4U	D	.805	3.73	T	26,960	1,409	1,599	.881	0	D
CR	06	SA	4D	D	1.237	.81	T	28,874	1,509	1,764	.855	0	C
CR	06	SA	6D	D	1.353	2.22	T	30,789	1,609	2,547	.632	0	C
CR	06	SA	4D	D	2.948	1.36	T	21,372	1,117	1,764	.633	0	B
CR	03	SA	4D	D	1.293	.77	T	20,199	1,055	1,764	.598	0	B
CR	03	SA	4D	D	1.799	1.11	T	22,125	1,156	1,764	.655	0	B
CR	03	SA	4D	D	1.912	.52	T	16,564	865	1,764	.490	0	B
CR	07	SA	2D	D	1.679	.60	T	16,118	842	832	1.012	2	F
CR	07	SMC	2U	D	.252	3.97	T	9,919	518	559	.927	1	D
CR	07	SMC	2U	D	1.523	1.97	T	9,919	518	572	.906	1	C
CR	06	NMC	2U	D	.374	.00	T	9,919	518	1,440	.360	0	C
CR	06	SMC	2U	D	1.969	1.02	T	11,403	596	572	1.042	2	F
BL	07	NMC	2U	D	.249	.00	T	7,847	410	1,440	.285	0	C

Pinellas County Metropolitan Planning Organization

Facility

Juris	Plan Area	Fac Type	Road Type	LOS	Std Length (mi)	Signals Per Mile	LOS	Meth	AADT	Volume	Physical Capacity	V/Cap Ratio	Def Flag	Fac LOS
DN	04	SC	2U	D	1,027	2.92	T		2,779	145	559	.259	0	C
DN	04	SC	2U	D	.915	1.09	T		1,855	97	572	.170	0	B
SR	12	SA	4D	D	1,414	1.41	T		16,307	882	1,960	.435	0	B
CR	09	SA	6D	D	1,025	3.90	T		44,730	2,337	2,547	.918	1	D
CR	09	SA	6D	D	1,118	1.79	T		41,000	2,142	2,646	.810	0	B
CR	09	SA	4D	D	.755	1.32	T		41,000	2,142	1,764	1,214	2	F
CR	10	SA	4D	D	.501	3.99	T		21,129	1,104	1,683	.656	0	C
CR	10	SA	6D	D	2,205	.45	T		46,854	2,448	2,646	.925	1	C
CR	10	NA	4D	D	.483	.00	T		41,291	2,157	3,760	.574	0	C
CR	10	SA	6D	D	.775	1.29	T		41,291	2,157	2,646	.815	0	B
CR	11	SA	4D	D	2,008	1.99	T		12,934	676	1,683	.402	0	C
CR	11	SA	4D	D	1,645	3.04	T		17,078	892	1,683	.530	0	C
SP	11	SA	4U	D	.252	7.94	T		7,984	417	1,454	.287	0	C
SP	11	SA	2U	D	2,341	3.84	T		6,359	332	774	.429	0	C
SR	06	SA	2D	D	.225	8.89	T		16,000	1,520	1,992	.763	0	D
SR	06	SA	4D	D	.252	3.97	T		16,000	1,520	4,536	.335	0	C
LA	07	SA	4D	D	1,564	2.56	T		22,150	1,157	1,683	.687	0	C
CR	07	SA	6D	D	1,542	1.30	T		24,643	1,288	2,646	.487	0	B
CL	06	SA	4D	D	.970	3.09	T		9,351	489	1,683	.291	0	C
OLD	05	NMC	2U	D	.235	.00	T		5,940	310	1,440	.215	0	B
SR	12	SA	4U	D	.789	5.07	T		25,501	1,332	1,615	.825	0	D
CL	06	SA	2U	D	.696	4.31	T		6,768	354	774	.457	0	C
CL	06	SA	4D	D	.538	3.72	T		21,500	1,123	1,683	.667	0	C
CL	06	SA	6D	D	.833	2.40	T		19,510	1,019	2,547	.400	0	C
CL	06	NA	4D	D	1,414	.00	T		11,133	582	3,760	.155	0	B
CL	06	SA	2U	D	1,010	.99	T		11,133	582	792	.735	0	C
CR	03	SC	2U	D	.361	2.77	T		4,974	260	559	.465	0	C
SR	06	SA	4D	D	.755	2.65	T		35,000	1,829	1,870	.978	2	E
SR	06	SA	3D	D	.105	9.52	T		14,500	1,378	2,988	.461	0	D
SR	06	NA	2D	D	.048	.00	T		14,500	1,378	4,512	.305	0	B
SR	06	SA	4D	D	5,235	.38	T		53,000	2,769	1,960	1,413	2	F
CR	04	SA	4D	D	2,039	1.96	T		21,780	1,138	1,764	.645	0	B
CR	03	SA	4D	D	1,448	.69	T		11,537	603	1,764	.342	0	B
CR	03	SA	2D	D	.752	1.33	T		9,518	497	832	.597	0	C
CR	03	SA	2D	D	1,008	1.98	T		7,499	392	832	.471	0	B
SR	10	NA	4G	D	1,332	.00	T		33,700	1,761	3,760	.468	0	B
CR	03	NA	4D	D	.890	.00	T		38,934	2,034	3,760	.541	0	C
SR	05	SA	6D	D	.939	3.19	T		16,300	882	2,830	.301	0	C
SR	03	SA	6D	D	1,815	1.65	T		36,387	1,901	2,940	.647	0	B
SR	04	SA	4D	D	1,286	1.56	T		29,449	1,539	1,960	.785	0	B
SR	04	SA	2D	D	1,295	.77	T		14,000	732	924	.792	0	C
CR	01	NC	2U	D	.625	.00	T		4,545	237	1,440	.165	0	B
CR	01	NC	2U	D	.398	.00	T		4,545	237	1,440	.165	0	B
CR	06	SMC	4U	D	.487	4.11	T		4,970	260	1,155	.225	0	C

Pinellas County Metropolitan Planning Organization

Facility

Juris	Plan Area	Fac Type	Road Type	LOS Std	Length (mi)	Signals Per Mile	LOS Meth	AADT	Volume	Physical Capacity	V:Cap Ratio	Def Flag	Fac LOS
CR	06	NMC	4U	D	.505	.00	T	4,970	260	3,572	.073	0	B
DN	04	SMC	2D	D	.505	1.98	T	4,970	260	601	.433	0	B
DN	04	SMC	2U	D	.478	2.09	T	5,507	288	559	.515	0	C
DN	04	NMC	2U	D	.282	.00	T	5,507	288	1,440	.200	0	B
OLD	05	SMC	2U	D	1.030	.97	T	5,940	310	572	.542	0	B
SP	11	SA	4D	D	.690	11.59	T	9,461	899	3,726	.241	0	C
SP	11	SA	4U	D	.753	1.33	T	15,113	790	1,676	.471	0	B
CR	11	SA	4D	D	2.103	1.43	T	11,788	616	1,764	.349	0	B
SP	11	SA	4D	D	1.022	2.94	T	13,983	731	1,683	.434	0	C
SP	11	SA	4D	D	2.310	2.60	T	17,263	902	1,683	.536	0	C
SP	11	SA	4D	D	1.484	1.35	T	15,092	789	1,764	.447	0	B
SP	11	SA	4D	D	.656	10.67	T	12,370	1,175	3,726	.315	0	C
SP	11	SA	4D	D	1.157	3.46	T	16,342	854	1,683	.507	0	C
SP	11	NA	4U	D	1.309	.00	T	13,594	710	3,572	.199	0	B
SP	11	SA	4U	D	1.020	2.94	T	12,594	668	1,599	.412	0	C
CL	06	SA	4D	D	1.283	2.34	T	25,622	1,339	1,683	.796	0	D
SR	06	SA	4U	D	.715	4.20	T	10,275	537	1,776	.302	0	C
CR	06	SA	4D	D	1.406	2.13	T	28,760	1,503	1,683	.893	0	D
SR	06	SA	4U	D	.794	2.52	T	19,200	1,003	1,776	.565	0	C
SR	06	SA	4U	D	.634	1.58	T	27,500	1,437	1,862	.772	0	B
SR	06	SA	4D	D	.738	4.07	T	26,711	1,396	1,870	.747	0	D
CL	06	SMC	2D	D	1.090	.92	T	6,155	322	601	.536	0	B
CL	06	SMC	2U	D	1.007	1.99	T	6,155	322	572	.563	0	B
CL	06	SMC	2U	D	.774	2.58	T	6,155	322	559	.576	0	C
CR	09	SA	6D	D	2.262	1.77	T	16,997	888	2,646	.336	0	B
CR	09	SA	6D	D	.614	1.63	T	20,790	1,086	2,646	.410	0	B
CR	09	SA	4D	D	1.016	1.97	T	20,790	1,086	1,764	.616	0	B
CR	04	SA	4D	D	.859	1.16	T	10,452	546	1,764	.310	0	B
CR	02	SA	6D	D	.658	1.52	T	61,284	3,202	2,646	1,210	2	F
CR	02	SA	4D	D	.897	1.11	T	61,284	3,202	1,764	1,815	2	F
CR	02	SA	4D	D	1.830	1.64	T	53,132	2,776	1,764	1,574	2	F
CR	02	SA	4D	D	2.357	1.27	T	44,569	2,329	1,764	1,320	2	F
CR	02	SA	4D	D	1.199	.83	T	30,034	1,569	1,764	.889	0	C
CR	02	NA	4D	D	.516	.00	T	30,034	1,569	3,760	.417	0	B
CR	02	SA	4D	D	.637	3.14	T	27,752	1,450	1,683	.862	0	D
CL	06	SA	4D	D	1.435	2.09	T	11,067	578	1,683	.343	0	C
CR	05	SMC	2U	D	1.516	.66	T	7,745	405	572	.708	0	C
CL	06	NMC	2D	D	.230	.00	T	4,970	260	1,512	.172	0	B
CR	05	SA	2D	D	.467	2.14	T	17,648	922	813	1.134	2	F
CR	05	SA	4D	D	.807	2.48	T	22,881	1,196	1,683	.711	0	C
CR	05	SA	2D	D	1.302	1.54	T	22,881	1,196	832	1.438	2	F
CL	06	SA	2D	D	1.551	4.51	T	17,093	893	747	1.195	2	F
CL	06	SA	2D	D	.498	8.03	T	14,996	784	747	1.050	2	F
SR	11	SA	4D	D	.745	1.34	T	50,000	2,613	1,960	1.333	2	F

Pinellas County Metropolitan Planning Organization

Facility

Juris	Plan Area	Fac Type	Road Type	LOS Std	Length (mi)	Signals Per Mile	LOS Meth	AADT	Volume	Physical Capacity	V-Cap Ratio	Def Flag	Fac LOS
SR	11	NA	4D	D	.329	.00	T	50,000	2,613	3,760	.695	0	D
SR	11	NA	4D	D	2.506	.00	T	32,717	1,709	3,760	.455	0	B
SR	11	SA	4D	D	.547	3.66	T	31,607	1,661	1,870	.883	0	D
SR	11	SA	6D	D	.999	2.00	T	46,260	2,417	2,830	.854	0	D
SR	11	SA	6D	D	1.128	.89	T	65,000	3,396	2,940	1.155	2	F
SR	10	NA	4D	D	.986	.00	T	65,000	3,396	3,760	.903	2	E
CR	10	SA	6D	D	.717	1.39	T	41,291	2,157	2,646	.815	0	B
SR	08	SA	4D	D	1.283	1.56	T	42,000	2,194	1,960	1.119	2	F
CR	10	SA	4D	D	.155	6.45	T	14,701	768	1,530	.502	0	D
CR	04	SMC	2U	D	.688	1.45	T	7,629	399	572	.698	0	C
SR	12	SA	4U	D	.968	2.07	T	16,900	883	1,776	.497	0	C
SR	13	SA	4D	D	2.992	1.34	T	24,645	1,288	1,960	.657	0	B
SR	13	SA	4D	D	3.771	.80	T	16,927	884	1,960	.451	0	B
SR	13	SA	2U	D	2.879	.69	T	12,300	643	880	.731	0	C
CR	13	SA	2D	D	2.364	.42	T	15,373	803	832	.965	1	D
CR	13	NA	2D	D	2.889	.00	T	13,729	717	1,512	.474	0	C
CL	06	NA	2D	D	.771	.00	T	13,729	717	1,512	.474	0	C
SR	12	SA	4D	D	2.405	2.91	T	23,843	1,246	1,870	.666	0	C
SR	11	SA	4D	D	1.852	2.16	T	13,697	716	1,683	.425	0	C
CL	06	SA	4U	D	.446	4.48	T	9,351	489	1,599	.306	0	C
SR	06	SA	6D	D	.756	3.97	T	46,998	2,456	2,830	.868	0	D
SR	06	SA	6D	D	1.512	3.97	T	46,500	2,430	2,830	.899	0	D
SR	06	SA	6D	D	1.026	2.92	T	48,500	2,534	2,830	.895	0	D
SR	06	SA	6D	D	.986	2.03	T	48,500	2,534	2,830	.895	0	D
CL	06	NA	3U	D	.436	.00	T	6,768	364	3,572	.099	0	B
SP	11	SMC	2U	D	1.852	1.62	T	8,968	469	572	.820	0	C
CR	14	SMC	2U	D	1.208	2.48	T	8,968	469	559	.839	0	D
CL	06	SA	4U	D	.509	3.93	T	8,963	468	1,599	.293	0	C
CR	06	SA	4D	D	1.514	1.32	T	15,350	802	1,764	.455	0	B
CR	06	SA	2D	D	1.011	1.98	T	12,449	650	832	.781	0	C
CR	07	SA	2U	D	1.527	1.96	T	10,145	530	792	.669	0	C
CR	06	SA	2U	D	1.255	1.59	T	10,795	564	792	.712	0	C
CR	06	SA	4U	D	.253	3.95	T	10,795	564	1,599	.353	0	C
CL	06	SA	2D	D	.506	3.95	T	13,347	697	813	.857	0	D
CL	06	SA	2D	D	1.512	1.98	T	13,347	697	832	.838	0	C
CL	06	SA	2U	D	.504	1.98	T	11,945	624	792	.788	0	C
SP	11	NMC	2D	D	.083	.00	T	7,791	740	4,512	.164	0	B
CR	03	NMC	2U	D	2.673	.00	T	10,696	559	1,440	.388	0	C
SR	11	F	4F	D	1.302	.00	T	28,660	1,466	4,020	.365	0	B
SR	11	F	8F	D	1.929	.00	T	130,000	6,650	8,400	.792	0	D
SR	11	F	6F	D	2.269	.00	T	140,500	7,496	6,200	1.209	2	F
SR	11	F	6F	D	2.002	.00	T	98,069	5,016	6,200	.809	0	D
SR	11	F	6F	D	2.017	.00	T	91,500	4,680	6,200	.755	0	D
SR	11	F	4F	D	5.428	.00	T	54,014	2,882	4,020	.717	0	C

Pinellas County Metropolitan Planning Organization

Facility

Juris	Plan Area	Fac Type	Road Type	LOS Std	Length (mi)	Signals Per Mile	LOS Meth	AADT	Volume	Physical Capacity	V/Cap Ratio	Def Flag	Fac LOS
SR	11	F	8F	D	.948	.00	T	155,500	7,954	8,400	.947	2	E
SR	11	F	8F	D	2.220	.00	T	152,000	7,775	8,400	.926	2	E
SR	11	F	6F	D	1.027	.00	T	153,500	7,852	6,200	1.266	2	F
SR	11	F	8F	D	2.040	.00	T	107,260	5,486	8,400	.653	0	C
SR	11	F	6F	D	.441	.00	T	118,000	6,036	6,200	.974	2	E
SR	11	F	8F	D	1.322	.00	T	151,500	7,749	8,400	.922	2	E
SR	11	F	6F	D	2.333	.00	T	30,500	1,560	6,200	.252	0	B
BL	07	SA	2U	D	1.550	.65	T	9,303	486	792	.614	0	C
CR	07	NA	2D	D	.432	.00	T	9,303	486	1,512	.321	0	C
CR	07	SA	4D	D	.142	7.04	T	13,128	686	1,530	.448	0	D
CR	07	SA	2U	D	2.793	1.07	T	16,954	886	792	1.119	2	F
CR	07	SA	4D	D	1.526	1.31	T	29,466	1,540	1,764	.873	0	C
CR	06	SA	4D	D	1.255	2.39	T	29,466	1,540	1,683	.915	1	D
CR	06	SA	6D	D	.252	3.97	T	29,466	1,540	2,547	.605	0	C
CR	06	SA	6D	D	.393	5.09	T	28,822	1,506	2,313	.651	0	D
CR	06	SA	4D	D	1.518	.66	T	26,048	1,361	1,764	.772	0	B
CR	04	SA	4D	D	2.032	1.97	T	24,440	1,277	1,764	.724	0	B
CR	01	SA	4D	D	2.995	.67	T	25,698	1,343	1,764	.761	0	B
CR	02	NA	2U	D	2.301	.00	T	11,722	612	1,440	.425	0	C
CR	02	SA	2U	D	.543	1.84	T	12,981	678	792	.856	0	C
CR	01	SA	4D	D	1.275	1.57	T	16,961	886	1,764	.502	0	B
CR	01	NA	2U	D	.745	.00	T	10,748	562	1,440	.390	0	C
CR	07	SC	2U	D	1.534	.65	T	3,379	177	572	.309	0	B
CR	06	SC	2U	D	1.508	1.99	T	3,379	177	572	.309	0	B
CR	03	NMC	2U	D	.381	.00	T	4,974	260	1,440	.181	0	B
CR	03	SMC	2U	D	1.192	.84	T	4,974	260	572	.455	0	B
CR	06	SA	2U	D	1.533	1.96	T	8,489	444	792	.561	0	B
CR	01	SC	2U	D	1.061	.94	T	2,560	134	572	.234	0	B
DN	04	SC	2U	D	.600	5.00	T	3,661	191	514	.372	0	D
CR	05	NA	2U	D	1.274	.00	T	8,753	457	1,440	.317	0	C
CR	06	SA	6D	D	2.267	1.76	T	66,577	3,479	2,646	1.315	2	F
CR	05	SA	6D	D	2.233	1.79	T	66,577	3,479	2,646	1.315	2	F
CR	05	SA	6D	D	1.768	1.70	T	57,035	2,980	2,646	1.126	2	F
CR	03	NA	6D	D	.546	.00	T	47,984	2,507	5,650	.444	0	B
CR	07	SC	2U	D	1.009	.99	T	4,670	244	572	.427	0	B
SR	06	SA	4D	D	.447	2.24	T	34,500	1,803	1,870	.964	2	E
SR	06	NA	2D	D	.165	.00	H	14,500	758	3,400	.240	0	B
SR	06	NA	4D	D	1.118	.00	T	34,500	1,803	3,760	.480	0	C
SR	06	NA	2D	D	.162	.00	H	16,000	836	3,400	.270	0	B
CR	01	NMC	2U	D	1.606	.00	T	7,687	402	1,440	.279	0	C
DN	04	SMC	2U	D	1.537	1.30	T	4,652	243	572	.425	0	B
DN	04	SMC	2U	D	1.020	1.96	T	4,604	241	572	.421	0	B
CL	06	SA	4D	D	.328	3.05	T	12,033	629	1,683	.374	0	C
CL	06	SC	2U	D	2.015	2.98	T	5,847	306	559	.547	0	C

Pinellas County Metropolitan Planning Organization

Facility

Juris	Plan Area	Fac Type	Road Type	LOS Std	Length (mi)	Signals Per Mile	LOS Meth	AADT	Volume	Physical Capacity	V-Cap Ratio	Def Flag	Fac LOS
CL	06	SC	2U	D	1,004	1.99	T	3,902	204	559	.365	0	C
CR	10	NA	2U	D	.440	.00	T	5,823	304	1,440	.211	0	B
SR	06	SA	2U	D	1,741	1.72	T	11,500	601	880	.683	0	C
SR	06	SA	2U	D	1,267	.79	T	14,400	752	880	.855	0	C
CR	03	SA	2U	D	1,196	2.51	T	8,952	468	774	.605	0	C
CR	03	SA	4D	D	.515	1.94	T	15,830	827	1,764	.469	0	B
CR	06	SMC	2U	D	.961	1.04	T	4,487	234	572	.409	0	B
CR	06	SMC	2U	D	1,008	.99	T	4,592	240	572	.420	0	B
CR	06	NMC	2U	D	.773	.00	T	4,696	245	1,440	.170	0	B
CR	09	SA	2U	D	2,624	1.91	T	9,087	475	792	.600	0	C
SR	10	SA	6D	D	.983	3.05	T	56,500	2,952	2,830	1.043	2	F
SR	10	SA	6D	D	1,749	1.14	T	49,711	2,597	2,940	.883	0	C
CR	10	SA	6D	D	.505	1.98	T	47,181	2,465	2,646	.932	1	C
CR	10	SA	6D	D	1,553	1.29	T	44,862	2,344	2,646	.886	0	C
CR	09	SA	6D	D	1,525	1.97	T	44,862	2,344	2,646	.886	0	C
CR	09	SA	4D	D	.552	3.62	T	33,205	1,735	1,683	1.031	2	F
CR	09	SA	4D	D	1,541	1.95	T	24,898	1,301	1,764	.738	0	B
CR	09	SA	4D	D	1,282	1.56	T	16,591	867	1,764	.491	0	B
CR	11	SA	4D	D	1,177	.85	T	22,254	1,163	1,764	.659	0	B
CR	09	SA	4D	D	2,347	2.13	T	24,975	1,305	1,683	.775	0	D
CR	11	SA	4D	D	1,702	1.18	T	14,920	780	1,764	.442	0	B
SP	11	SA	2U	D	.729	1.37	T	7,237	378	792	.477	0	B
SR	11	SA	6D	D	1,673	4.18	T	32,049	1,675	2,830	.592	0	C
DN	04	SA	2D	D	1,470	2.04	T	10,234	535	813	.658	0	D
SH	05	SA	2U	D	1,524	.66	T	10,794	564	792	.712	0	C
SR	05	SA	2U	D	1,345	.74	T	10,700	559	880	.635	0	C
DN	04	SC	2U	D	1,259	1.59	T	5,392	282	572	.493	0	B
SR	11	NA	4U	D	.379	.00	T	15,800	826	3,572	.231	0	B
CR	12	NA	2U	D	2,909	.00	T	4,400	230	1,440	.160	0	B
SR	11	NA	2U	D	1,086	.00	T	10,100	528	1,440	.367	0	C
SR	12	NA	4D	D	2,170	.00	T	4,400	230	3,760	.061	0	B
SR	11	SA	4D	D	1,098	1.82	T	27,270	1,425	1,960	.727	0	B
SR	11	NA	4D	D	.411	.00	T	19,300	1,008	3,760	.268	0	B
SR	11	NA	2D	D	.723	.00	T	19,300	1,008	1,512	.667	0	D
SR	12	SA	4D	D	.296	3.38	T	19,300	1,008	1,870	.539	0	C
SR	11	SA	6D	D	.933	1.07	T	35,000	1,829	2,940	.622	0	B
SR	11	NA	6D	D	.249	.00	T	35,000	1,829	5,650	.324	0	B
SP	11	SA	4D	D	.248	4.03	T	11,625	607	1,683	.361	0	C
SP	11	NMC	2U	D	.366	.00	T	7,153	374	1,440	.260	0	B
LA	07	SA	2D	D	1,036	1.93	T	10,041	525	832	.631	0	C
LA	07	SA	2U	D	.513	1.95	T	10,041	525	792	.663	0	C
DN	04	NMC	2U	D	1,106	.00	T	4,370	228	1,440	.158	0	B
DN	04	SMC	2U	D	.501	2.00	T	6,221	325	559	.581	0	C
CR	11	SC	2D	D	2,308	.43	T	3,972	208	601	.346	0	B

Pinellas County Metropolitan Planning Organization

Facility

Juris	Plan Area	Fac Type	Road Type	LOS Std	Length (mi)	Signals Per Mile	LOS Meth	AADT	Volume	Physical Capacity	V/Cap Ratio	Def Flag	Fac LOS
DN	04	SC	2U	D	.929	1.08	T	4,076	213	572	.372	0	B
SR	06	SA	6D	D	1.859	2.69	T	37,650	1,967	2,830	.695	0	C
SR	06	NA	6D	D	.775	.00	T	35,000	1,829	5,650	.324	0	B
SR	05	SA	4D	D	1.387	1.44	T	37,193	1,943	1,960	.991	1	D
SR	04	SA	4D	D	.658	3.04	T	21,587	1,128	1,870	.603	0	C
SR	04	SA	6D	D	.556	1.80	T	45,500	2,377	2,940	.809	0	B
SR	04	SA	6D	D	.522	3.83	T	31,500	1,646	2,830	.582	0	C
SR	04	SA	6D	D	1.019	3.93	T	45,000	2,351	2,830	.831	0	D
SR	05	SA	4D	D	1.126	1.78	T	21,500	1,123	1,960	.573	0	B
SR	04	SA	4D	D	.482	2.07	T	11,600	606	1,870	.324	0	C
SR	05	SA	8D	D	.856	2.34	T	52,986	2,769	3,780	.733	0	C
SR	05	SA	6D	D	2.105	2.38	T	57,000	2,978	2,830	1.052	2	F
SR	09	SA	6D	D	.640	1.56	T	28,000	1,463	2,940	.498	0	B
SR	09	SA	4D	D	.873	2.29	T	28,000	1,463	1,870	.762	0	D
SR	07	SA	6D	D	.987	3.04	T	62,000	3,240	2,830	1.145	2	F
SR	07	SA	6D	D	1.011	1.98	T	61,500	3,213	2,940	1.093	2	F
SR	07	SA	6D	D	1.551	2.58	T	52,654	2,761	2,830	.972	2	E
SR	08	SA	6D	D	1.975	2.53	T	39,830	2,081	2,830	.735	0	D
SR	11	NA	4D	D	.626	.00	T	40,500	2,116	3,760	.563	0	C
SR	11	SA	4D	D	1.274	1.57	T	26,504	1,385	1,960	.707	0	B
SR	11	NA	6D	D	.805	.00	T	57,000	2,978	5,650	.527	0	C
SR	11	NA	4D	D	.401	.00	T	36,000	1,881	3,760	.500	0	C
SR	08	SA	6D	D	1.629	1.23	T	39,500	2,064	2,940	.702	0	B
SR	08	NA	6D	D	.346	.00	T	39,500	2,064	5,650	.365	0	B
SR	08	NA	6D	D	.869	3.45	T	69,927	3,664	2,830	1.291	2	F
SR	08	SA	4D	D	.469	2.13	T	39,500	2,064	1,870	1.104	2	F
SR	08	SA	6D	D	1.529	1.31	T	42,197	2,205	2,940	.750	0	B
SR	07	SA	4D	D	1.018	1.96	T	47,500	2,482	1,960	1.266	2	F
SR	07	SA	6D	D	1.000	3.00	T	43,247	2,260	2,830	.799	0	D
SR	08	NA	6D	D	.288	.00	T	77,500	4,049	5,650	.717	0	D
SR	08	SA	6D	D	1.252	1.60	T	40,500	2,116	2,940	.720	0	B
SR	07	SA	4D	D	1.015	1.97	T	49,300	2,576	1,960	1.314	2	F
SR	07	SA	6D	D	1.802	1.11	T	33,000	1,724	2,940	.586	0	B
SR	07	SA	6D	D	1.042	2.88	T	28,252	1,476	2,830	.522	0	C
SR	07	SA	4D	D	1.193	1.68	T	18,965	991	1,960	.506	0	B
CR	07	SA	4D	D	1.520	.66	T	30,657	1,602	1,764	.908	1	C
CR	07	SA	4D	D	1.521	1.97	T	32,638	1,705	1,764	.967	1	D
CR	09	SA	4D	D	2.275	2.20	T	27,730	1,449	1,883	.861	0	D
CR	06	SA	4D	D	.959	4.17	T	26,907	1,406	1,883	.835	0	D
CR	06	SA	2U	D	1.991	2.51	T	10,278	537	774	.694	0	D
CR	06	SA	4D	D	1.098	1.82	T	26,907	1,406	1,764	.797	0	C
CR	06	SA	4D	D	1.260	.79	T	20,163	1,054	1,764	.598	0	B
CR	02	SA	6D	D	1.216	1.64	T	42,665	2,229	2,646	.842	0	C
CR	05	SA	6D	D	1.979	2.02	T	38,517	2,013	2,547	.790	0	D

Pinellas County Metropolitan Planning Organization

Facility

Juris	Plan Area	Fac Type	Road Type	LOS Std	Length (mi)	Signals Per Mile	LOS Meth	AADT	Volume	Physical Capacity	V/Cap Ratio	Def Flag	Fac LOS
CR	03	SA	4D	D	1.853	2.70	T	21,219	1,109	1,683	.659	0	C
TS	01	SA	2U	D	1.444	1.39	T	15,300	799	792	1.009	2	F
CR	07	SC	2D	D	.542	3.69	T	9,392	491	587	.836	0	D
CR	07	SA	2U	D	1.522	.66	T	9,392	491	792	.620	0	C
TI	12	SA	4D	D	1.754	1.71	T	19,097	998	1,764	.566	0	B
CR	02	SA	4D	D	1.706	.59	T	18,433	963	1,764	.546	0	B
CR	04	SMC	2U	D	1.912	1.05	T	4,694	245	572	.428	0	B
CR	06	SC	2U	D	.504	1.98	T	4,694	245	572	.428	0	B
SR	10	SA	6D	D	1.065	4.69	T	49,429	2,583	2,570	1.005	2	F
SR	14	SA	6D	D	1.252	.80	T	41,000	2,142	2,940	.729	0	B
SR	10	SA	6D	D	1.266	1.58	T	63,500	3,318	2,940	1.129	2	F
SR	10	NA	6P	D	1.969	.00	T	56,756	2,966	5,650	.525	0	C
SR	08	NA	6P	D	3.362	.00	T	57,639	3,012	5,650	.533	0	C
SR	07	SA	6D	D	1.013	1.97	T	75,200	3,929	2,940	1.336	2	F
SR	06	SA	6D	D	1.210	2.48	T	80,350	4,198	2,830	1.483	2	F
SR	06	NA	6P	D	2.441	.00	T	82,107	4,290	5,650	.759	0	D
SR	06	SA	6D	D	1.333	.75	T	71,000	3,710	2,940	1.262	2	F
SR	06	NA	6D	D	.802	.00	T	73,811	3,857	5,650	.683	0	D
SR	06	SA	6D	D	2.035	.98	T	83,000	4,337	2,940	1.475	2	F
SR	03	SA	6D	D	1.253	.80	T	75,500	3,945	2,940	1.342	2	F
SR	03	SA	6D	D	1.818	1.10	T	78,500	4,102	2,940	1.395	2	F
SR	03	SA	6D	D	2.026	.99	T	65,000	3,396	2,940	1.155	2	F
SR	01	SA	6D	D	1.603	1.25	T	65,500	3,422	2,940	1.164	2	F
SR	01	SA	6D	D	1.417	1.41	T	59,000	3,083	2,940	1.049	2	F
SR	01	NA	6D	D	.438	.00	T	59,000	3,083	5,650	.546	0	C
SR	11	SA	6D	D	1.009	1.98	T	35,500	1,855	2,940	.631	0	B
SR	11	SA	6D	D	.435	4.60	T	38,500	2,012	2,570	.783	0	D
SR	11	SA	6D	D	1.003	2.99	T	38,000	1,986	2,830	.702	0	C
SR	11	SA	6D	D	2.011	2.98	T	24,500	1,280	2,830	.452	0	C
SR	11	SA	6D	D	1.559	3.85	T	24,500	1,280	2,830	.452	0	C
CR	04	SC	2U	D	.500	2.00	T	2,175	114	559	.204	0	C
CR	04	SMC	2U	D	1.392	1.44	T	9,028	472	572	.825	0	C
DN	04	SMC	2D	D	.700	1.43	T	7,349	384	601	.639	0	C
CR	07	SC	2U	D	.751	1.33	T	6,944	363	572	.635	0	C
CR	09	SMC	2U	D	2.524	1.19	T	9,538	498	572	.871	0	C
CR	09	SC	2U	D	.501	2.00	T	12,602	658	559	1.177	2	F
CR	07	SMC	2U	D	1.250	1.60	T	12,602	658	572	1.150	2	F
LA	07	SA	4D	D	.535	3.74	T	44,000	2,299	1,683	1.366	2	F
CR	07	SA	4D	D	1.266	3.16	T	22,103	1,155	1,683	.886	0	C
CR	07	NC	2U	D	1.386	.00	T	4,015	210	1,440	.146	0	B

Fac Type: "F"=Freeway, "SA"=Signalized Arterial, "SC"=Signalized Collector, "SMC"=Signalized Collector (Major), "NA"=Non-Signalized Arterial, "NC"=Non-Signalized Collector, "NMC"=Non-Signalized Collector (Major)

LOS Meth: "A"=ApCalc, "H"=Conceptual, "T"=General Tables **Abbreviations:** "Fac"=Facility, "V/Cap"=Volume to Physical

Def: "I"=V/C Ratio >= .9 and LOS=A, LOS=B, LOS=C or LOS=D "Z"=V/C Ratio >= .9 and LOS=E or LOS=F

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2014 HISTORICAL AADT REPORT

COUNTY: 15 - PINELLAS

SITE: 5147 - SR 699/GULF BLVD, N OF SR 682/PINELLAS BAYWAY S

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
----	-----	-----	-----	-----	-----	-----
2014	22000 C	N 11500	S 10500	9.00	55.40	2.40
2013	22500 C	N 12000	S 10500	9.00	55.20	2.50
2012	24000 F	N 12500	S 11500	9.00	55.00	2.30
2011	24000 C	N 12500	S 11500	9.00	56.50	2.30
2010	24500 C	N 12500	S 12000	10.52	55.26	2.00
2009	25000 C	N 13000	S 12000	10.53	55.79	2.00
2008	23000 C	N 12000	S 11000	10.29	58.46	3.20
2007	26500 C	N 14000	S 12500	10.31	56.79	1.80
2006	25500 C	N 13000	S 12500	9.88	58.53	4.80
2005	23500 C	N 12000	S 11500	9.90	58.50	6.00
2004	25000 C	N 13000	S 12000	9.90	59.20	6.00
2003	22500 C	N 12000	S 10500	10.00	56.00	7.30
2002	22000 C	N 11000	S 11000	9.80	55.70	2.90
2001	21500 C	N 11000	S 10500	10.00	52.10	2.90
2000	21500 C	N 11000	S 10500	9.90	59.20	7.00
1999	21000 C	N 10500	S 10500	9.90	52.90	1.80

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; F = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Intersection 983

Main Street: GULF BLVD

Side Street: 55TH AVE N/TRADEWINDS

Jurisdiction: STATE/ST PETE BEACH

Section #: 77 MIST

Comm. Addr: IP: 10.198.100.100

Gateway: 10.198.100.254

Subnet: 255.255.255.0

Pre-empt:

Phase #	Street Name	Direction		Left Turn Type
1	GULF BLVD.	NB	LT	Protected/Permitted
2	GULF BLVD.	SB		
3				
4	55TH AVE	WB		
5	GULF BLVD.	SB	LT	Protected/Permitted
6	GULF BLVD.	NB		
7				
8	TRADEWINDS RESORT	EB		

Timing & Phasing

PHASE	1	2	3	4	5	6	7	8
Min. Green	5	20		7	5	20		7
Extension	2	4		3	2	4		3
Yellow CL	4.1	4.1		3.7	4.1	4.1		3.7
RED CL	2.0	2.4		2.8	2.0	2.4		2.8
Max 1	15	30		22	15	30		22
Max 2								
Max 3								
Walk		7		7		7		7
FDW		13		19		13		19
Min Recall								
Max Recall		X				X		
Ped Recall								
Non-Lock	X				X			X
CNA 1		X				X		
CNA 2								
Phase Omit			X				X	
Ped Omit	X		X		X		X	
Flash		Y		R		Y		
Delay Det.								

Last Timing Change Date: **05/18/2015**Database Modified: **11/17/2015**

Technician Initials:

Control Room Pers. Initials:

CYCLE / OFFSET

Cycle	Sec.
1	65
2	65
3	70
4	70

Offset	Sec. / %
1	4
2	53
3	68
4	55

SPLIT PLANS

	Ph 1 Sec / %	Ph 2 Sec / %	Ph 3 Sec / %	Ph 4 Sec / %	Ph 5 Sec / %	Ph 6 Sec / %	Ph 7 Sec / %	Ph 8 Sec / %
PLAN 1	13	35		17	13	35		17
PLAN 2	13	35		17	13	35		17
PLAN 3	13	40		17	13	40		17
PLAN 4	13	40		17	13	40		17

BASE DAY PLANS

	Time	Plan #	Cycle	Offset	Split	Circuit	On/Off
BASE DAY 1							
	0100	99				UCF	ON
	0630	100				UCF	OFF
	0700	1					
	0930	3					
	1530	4					
	1830	2					
	2300	100				FREE	ON
BASE DAY 2							
	0100	99				UCF	ON
	0600	100				UCF	OFF
	0700	2					
	1300	3					
	1800	2					
	2300	100				FREE	ON

Notes: FLASHES 0100-0630, 7 DAY PROGRAM
 PHASE 2 PED TIMES FOR CNA PROGRAM ONLY

SET TO DWELL 60 SECONDS ALL PLANS

9-Aug-16

Hours	From South turning into TradeWinds	From North turning into Tradewinds	Total
0000-0100	7	8	15
0100-0200	2	2	4
0200-0300	3	0	3
0300-0400	7	1	8
0400-0500	4	3	7
0500-0600	9	10	19
0600-0700	21	23	44
0700-0800	31	19	50
0800-0900	45	38	83
0900-1000	23	18	41
1000-1100	57	43	100
1100-1200	27	19	46
1200-1300	42	40	82
1300-1400	40	32	72
1400-1500	52	32	84
1500-1600	56	25	81
1600-1700	41	36	77
1700-1800	35	18	53
1800-1900	36	33	69
1900-2000	31	20	51
2000-2100	33	28	61
2100-2200	31	21	52
2200-2300			0
2300-0000			0
Total	633	469	1102
Average Distribution	57%	43%	

Lanes, Volumes, Timings
Gulf Blvd & 55th Ave

Total Traffic Conditions

8/18/2016

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	25	1	11	12	0	26	40	1179	22	19	1046	65
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		15	0		0	100		0	100		0
Storage Lanes	0		1	0		0	1		0	1		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	1.00	0.95	0.95
Frt			0.850		0.908			0.997			0.991	
Flt Protected		0.954			0.984		0.950			0.950		
Satd. Flow (prot)	0	1777	1583	0	1664	0	1770	3529	0	1770	3507	0
Flt Permitted					0.941		0.149			0.211		
Satd. Flow (perm)	0	1863	1583	0	1592	0	278	3529	0	393	3507	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			293		293			4			14	
Link Speed (mph)		20			30			30			30	
Link Distance (ft)		123			316			281			202	
Travel Time (s)		4.2			7.2			6.4			4.6	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	27	1	12	13	0	28	43	1282	24	21	1137	71
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	28	12	0	41	0	43	1306	0	21	1208	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		0			0			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane								Yes				
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Turn Type	Perm	NA	Perm	Perm	NA		pm+pt	NA		pm+pt	NA	
Protected Phases		8			4		1	6		5	2	
Permitted Phases	8		8	4			6			2		
Detector Phase	8	8	8	4	4		1	6		5	2	
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0	2.0	2.0		5.0	20.0		5.0	20.0	
Minimum Split (s)	13.5	13.5	13.5	13.5	13.5		11.1	26.5		11.1	26.5	
Total Split (s)	13.6	13.6	13.6	13.6	13.6		11.2	35.2		11.2	35.2	
Total Split (%)	22.7%	22.7%	22.7%	22.7%	22.7%		18.7%	58.7%		18.7%	58.7%	
Maximum Green (s)	7.1	7.1	7.1	7.1	7.1		5.1	28.7		5.1	28.7	
Yellow Time (s)	3.7	3.7	3.7	3.7	3.7		4.1	4.1		4.1	4.1	
All-Red Time (s)	2.8	2.8	2.8	2.8	2.8		2.0	2.4		2.0	2.4	
Lost Time Adjust (s)		0.0	0.0		0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)		6.5	6.5		6.5		6.1	6.5		6.1	6.5	
Lead/Lag							Lead	Lead		Lag	Lag	
Lead-Lag Optimize?							Yes	Yes		Yes	Yes	
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0		2.0	4.0		2.0	4.0	
Recall Mode	None	None	None	None	None		None	C-Max		None	C-Max	
Walk Time (s)	7.0	7.0	7.0	7.0	7.0			7.0			7.0	
Flash Dont Walk (s)	19.0	19.0	19.0	19.0	19.0			13.0			13.0	
Pedestrian Calls (#/hr)	0	0	0	0	0			0			0	

Lanes, Volumes, Timings
Gulf Blvd & 55th Ave

Total Traffic Conditions

8/18/2016

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Act Effect Green (s)		7.0	7.0		6.1		46.2	49.7		47.6	47.5	
Actuated g/C Ratio		0.12	0.12		0.10		0.77	0.83		0.79	0.79	
v/c Ratio		0.13	0.03		0.10		0.13	0.45		0.05	0.43	
Control Delay		25.3	0.1		0.4		5.7	5.7		7.9	7.1	
Queue Delay		0.0	0.0		0.0		0.0	0.0		0.0	0.0	
Total Delay		25.3	0.1		0.4		5.7	5.7		7.9	7.1	
LOS		C	A		A		A	A		A	A	
Approach Delay		17.7			0.4			5.7			7.1	
Approach LOS		B			A			A			A	
Queue Length 50th (ft)		9	0		0		0	0		0	0	
Queue Length 95th (ft)		29	0		0		21	266		13	235	
Internal Link Dist (ft)		43			236			201			122	
Turn Bay Length (ft)			15				100			100		
Base Capacity (vph)		220	445		446		340	2925		405	2778	
Starvation Cap Reductn		0	0		0		0	0		0	0	
Spillback Cap Reductn		0	0		0		0	0		0	0	
Storage Cap Reductn		0	0		0		0	0		0	0	
Reduced v/c Ratio		0.13	0.03		0.09		0.13	0.45		0.05	0.43	

Intersection Summary

Area Type: Other

Cycle Length: 60

Actuated Cycle Length: 60

Offset: 0 (0%), Referenced to phase 2:SBTL and 6:NBTL, Start of Green

Natural Cycle: 60

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.45

Intersection Signal Delay: 6.5

Intersection LOS: A

Intersection Capacity Utilization 56.4%

ICU Level of Service B

Analysis Period (min) 15

Description: Gulf Blvd & 55th Ave

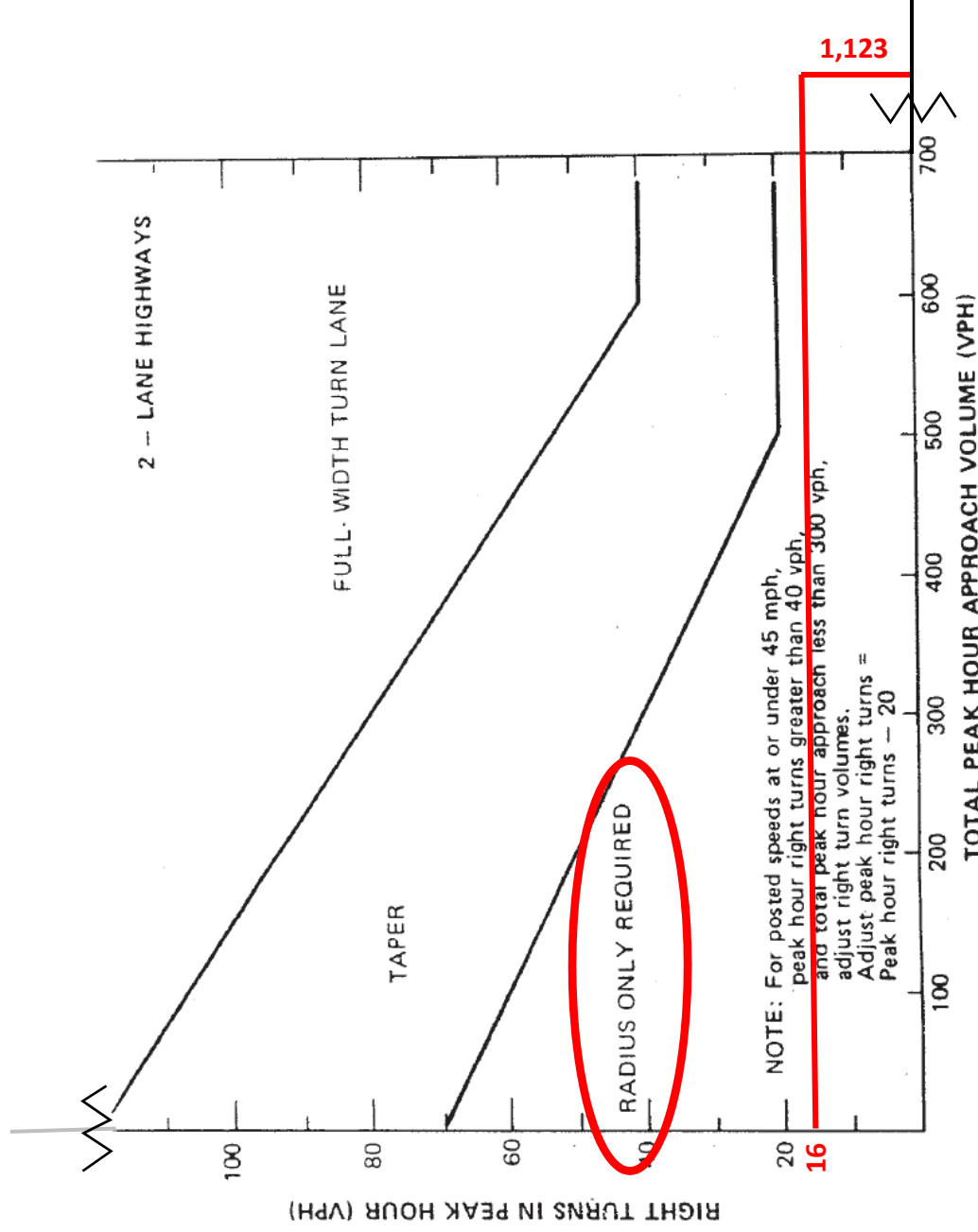
Splits and Phases: 3:



APPENDIX 4

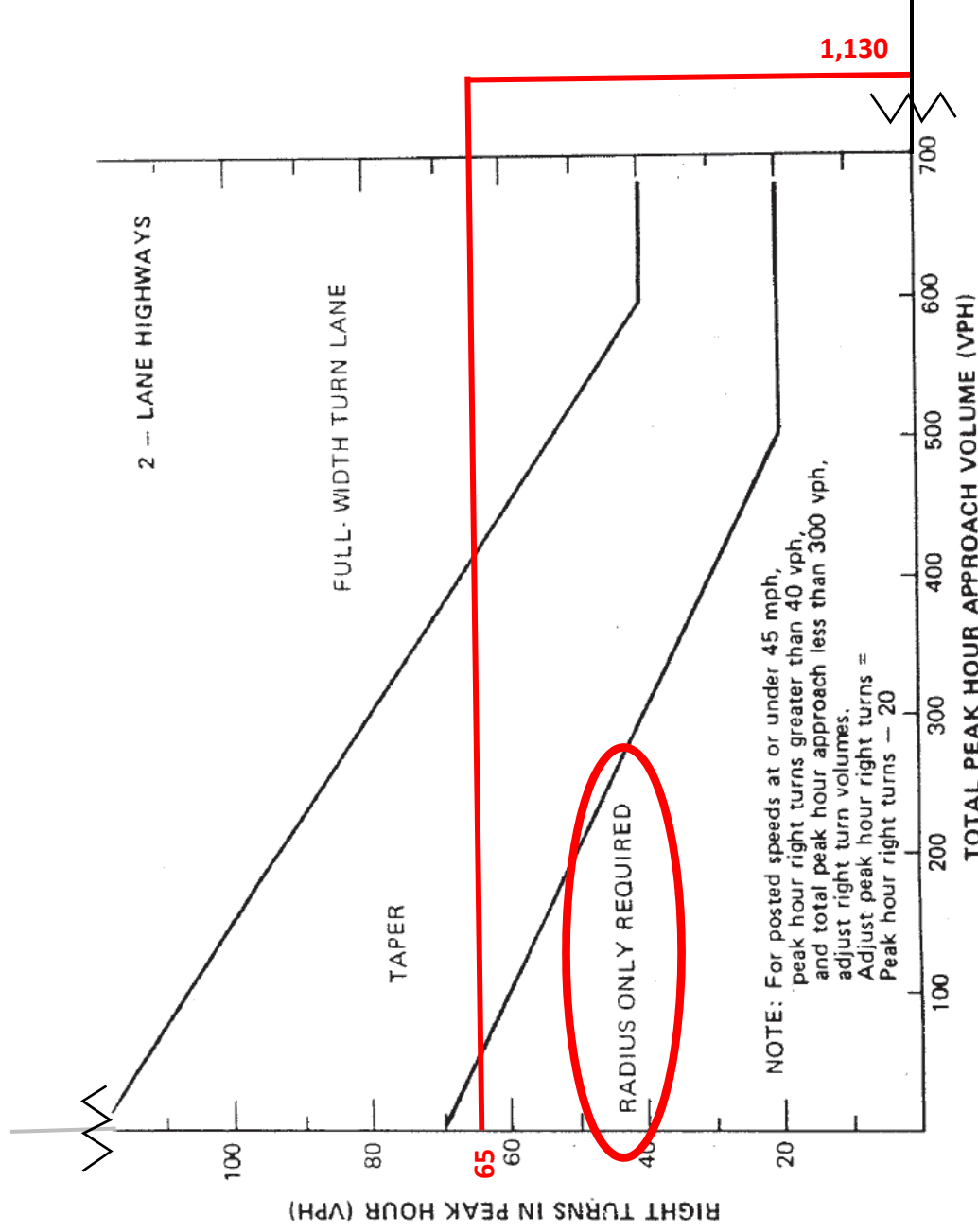
ACCESS MANAGMENT

Right Turn Lane Warrant Analysis (Total PM Peak Hour Volumes) TradeWinds Coral Reef – Gulf Blvd and Project Driveway 4



Graph Source: NCHRP Report 279

Right Turn Lane Warrant Analysis (Total PM Peak Hour Volumes) TradeWinds Coral Reef – Gulf Blvd and 55th Ave (Project Driveway 1)



Graph Source: NCHRP Report 279

St. Pete Beach City Commission Agenda Report

Issue Considered: Development Agreement between St. Pete Beach and RIA Coral Reef, Inc. for improvements to the City's sanitary sewer system.

Date: April 11, 2017

Prepared By: Wayne Saunders, City Manager

Through: N/A

Summary of Issue: The City of St. Pete Beach contracted with the engineering firm of Kimley-Horn and Associates, Inc. to assess the City's sanitary sewer system and report its findings and recommendations.

Kimley Horn provided the following reports: Model Capacity Report (September 2016), Model Capacity Report – Addendum (January 2017), and Inflow and Infiltration Report (February 2017).

The Model Capacity Report recommended specific capital improvement projects to address potential sanitary sewer system problems regarding surcharge and overflow within the system. The report determined that even after the cleaning of the system and completion of approximately \$3.5 million of Inflow and Infiltration (I&I) repairs, the system will remain surcharged without the recommended capital improvements.

Additionally, Kimley Horn concluded that there is no available capacity in the system for any additional flows associated with new development or redevelopment.

The recommended improvements can be separated into phases for construction. The "North Project" includes a new force main between Pump Station 1 and Pump Station 2, a new lift station on the west side of Gulf Boulevard and a new cross over connection from the east side of Gulf Boulevard. to intersect with the new force main to be constructed. This will resolve the surcharge issue with the northern section of the system and provide additional capacity in the system north of 55th Avenue. The additional capacity is needed in order for RAI Coral Reef, Inc. to meet concurrency with regard to sewer capacity for their proposed Sugar Sands project. The proposed Development Agreement between the City and RIA Coral Reef, Inc. provides for construction of the

North Project.

The following are the main points within the Development Agreement and benefits of this partnership:

- The Owner (RIA Coral Reef, Inc.) will provide funding and construct the North Project at an estimated cost of \$6 million.
- The project will be designed to City specifications and the City will have oversight during the entire process.
- Once completed, the improvements will be owned by the City and included in the City's Sewer System.
- Applicable connection fees will be calculated for the project and the Owner will invest 100% of assessed fees in the project.
- The City will invest \$650,000 in the project. These dollars will come from the approximate \$1.2 million of other fees that the Owner will be submitting to the City for its Hotel project.
- An interest rate of 1.5% will be included in the total allowable reimbursable amount to the Owner.
- As the City receives future sewer connection fees from other projects, 65% of the collected future fees will be paid to the owner as a reimbursement toward the approximate \$6 million project cost paid by the Owner.
- The City guarantees that at least 35% of the required reimbursement will be provided to the Owner by the end of year seven (7) after improvements are put into service. In the event that connection fees have not been sufficient to cover the 35%, the City is required to make a payment. No interest will be calculated into this payment.
- The City guarantees that at least 75% of the required reimbursement will be provided by the end of year twelve (12) with the same scenario as described in the year seven (7) guarantee being applied.
- There is no guarantee by the City for the final 25% of the approximate \$6 million of costs incurred by the Owner. The Owner bears this risk.

Public Private partnerships (PPP) have been used for decades by governmental entities for a variety of purposes and reasons especially relating to public infrastructure projects. This PPP agreement provides multiple benefits to the City as follows:

- The Owner has the ability to negotiate a lower total cost for the sewer improvements than the City can by bundling it with the Hotel project.
- The Owner can secure a contractor for the sewer improvements faster than the City can, which reduces the time during which a storm event can interrupt the current system and cause potential damage to the environment and put public health at risk.
- It would be difficult or perhaps impossible for the City to acquire financing for the sewer improvements at 1.5%, and the City will save money and time avoiding complex public finance regulations. In addition, there is no repayment commitment from the City until years 7 and 12 and no commitment for repayment of the final 25% of the cost.

The incentives for the Owner to finance the project, provide a lower than market interest rate and take the risk on never realizing reimbursement of the final 25% is the control of the timing of construction. The owner will now have the assurance that the project will be constructed and that it will be constructed on a schedule that will provide necessary capacity for their hotel project concurrent with completion of their project.

Requested Motion: “I move to approve the Development Agreement between the City and RIA Coral Reef, Inc.”

Attachments: Exhibit A – Sugar Sands Development Agreement

**Reviewed by the
City Manager**

WS

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2017, by and between the **CITY OF ST. PETE BEACH, FLORIDA**, a Florida municipal corporation, whose mailing address is 155 Corey Avenue, St. Pete Beach, Florida, 33706 (the “City”), and **RIA CORAL REEF, INC.**, a Florida for-profit corporation, whose mailing address is 5600 Gulf Blvd., St. Pete Beach, Florida, 33706, (the “Owner”). The City and Owner shall be collectively the “Parties.”

RECITALS

WHEREAS, the City is authorized by the Florida Local Government Development Agreement Act, Sections 163.3220 - 163.3243, Florida Statutes (the “Act”), and the City’s Land Development Code (the “LDC”), Sections 45.1 – 45.12, to enter into a development agreement with any person having a legal or equitable interest in real property located within its jurisdiction; and

WHEREAS, the intent of the Act and LDC is to encourage comprehensive planning by developers by affording greater predictability and reducing risks in order to lessen the costs of providing major infrastructure and public benefits; and

WHEREAS, it also is the intent of the Act and LDC to encourage a strong commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development concurrent with the impacts of development, encourage the efficient use of resources, and reduce the economic cost of development; and

WHEREAS, the Property is designated Large Resort Character District of the Gulf Boulevard Redevelopment District on the City’s Comprehensive Plan Future Land Use Map and zoned Large Resort District (“LR”) on the City’s official zoning atlas; and

WHEREAS, the Owner desires to construct as Phase I of Owner’s development plan, a project consisting of no more than a 217-room hotel, no more than a 811-space multi-story parking structure, a timeshare sales center, a spa and fitness center, a marketing office, a beach bar, a reception area, and other ancillary amenities (the “Hotel Project”) on the Owner’s property at 5750 Gulf Boulevard, St. Pete Beach, Florida, and more particularly described in Exhibit “A” attached hereto and incorporated herein (the “Property”); and

WHEREAS, the Owner is concurrently seeking approval of its Hotel Project in accordance with the requirements and procedure for a Conditional Use Permit (the “CUP”) found in Division 4 of the City’s LDC and all other applicable provisions in the City’s LDC, Code of Ordinances and Comprehensive Plan; and

WHEREAS, Owner’s CUP application is being reviewed concurrently with this Agreement and the final executed CUP shall be a condition of, attached and incorporated into this Agreement as Exhibit “B”; and

WHEREAS, the City finds the CUP, the terms of this Agreement and future development orders consistent with this Agreement, are consistent with the City’s Comprehensive Plan and the LDC, as required by F.S. §163.3231; and

WHEREAS, the City is required to ensure that the appropriate level of service for sanitary sewer is in place at the time new development and redevelopment impacts said infrastructure; and

WHEREAS, after determining that its Sanitary Sewer collection system is operating in a surcharged condition without capacity for additional flows and that the City's engineering consultant has recommended the completion of improvements that include but are not limited to a new force main between pump station number one (1) and pump station number two (2), including a new lift station and cross over connection under Gulf Boulevard and other related infrastructure improvements; and

WHEREAS, the City acknowledges that completion of certain sanitary sewer improvements generally located from 59th Avenue north to pump station one (1), as recommended by Kimley Horn will provide sufficient collection capacity level of service for the Hotel Project, and will assist in restoring sewer collection capacity throughout the City when all infrastructure improvements, as recommended by Kimley Horn, are also completed, which may be modified during the design phase; and

WHEREAS, the Owner, as part of its CUP approval process for the Hotel Project and through this Agreement, desires to fund the certain design, engineering and construction, to meet the recommendations of the Kimley Horn report of sewer improvements generally located from 59th Avenue north to pump station one (1) so that Owner's Hotel Project can be approved and connected, but with certain repayment provisions more specifically described in this Agreement. These sewer improvements, as recommended by Kimley Horn, shall be funded by Owner and shall be referred to herein as the "North Project Sewer Improvements", and more fully described in Exhibit "C", which is attached and incorporated to this Agreement.

NOW THEREFORE, for and in consideration of mutual benefits contained herein, and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. RECITALS AND EXHIBITS.

The foregoing recitals are true and correct, and are incorporated herein by reference. All exhibits listed below and attached to this Agreement are incorporated by reference and deemed to be a part hereof.

- Exhibit "A" Legal Description Property
- Exhibit "B" Approved Conditional Use Permit
- Exhibit "C" North Project Sewer Improvements
- Exhibit "D" Unified Site Description ("Covenant Running with the Land In lieu of Unity of Title")
- Exhibit "E" Ownership Disclosure
- Exhibit "F" Permitted Uses
- Exhibit "G" Certificate of Concurrency ~~Determination Letter~~
- Exhibit "H" Example of Calculation of Total Cost of Project and Reimbursement Payments Made by City Without Interest³
- Exhibit "I" Current Sewer Connection Fee Schedule³
- Exhibit "J" Concept Plan for Easements on Owner's Property
- Exhibit "K" Florida Public Records Law

SECTION 2. THE PROPERTY AND DISCLOSURE OF OWNERSHIP.

2.1 The Property consists of 5.344 gross acres at 5750 Gulf Boulevard, St. Pete Beach, Florida. Owner represents and warrants that it is the owner in fee simple of certain real property located at 5750 Gulf Boulevard, St. Pete Beach, Florida, consisting of approximately 5.344 acres, which is part of an overall unified development site consisting of 29.98 gross acres, more particularly described in Exhibit “D.”

2.2 The Owner is a Florida for profit corporation, which is owned by Fortune Hotels, Inc. Pursuant to City Code, a disclosure of Owner’s complete ownership structure is attached and incorporated into this Agreement as Exhibit “E”.

SECTION 3. RELATIONSHIP OF PARTIES SUBJECT TO THIS DEVELOPMENT AGREEMENT.

3.1 The Owner and the City are unrelated, and the relationship with the City with respect to the subject-matter of this Agreement is contractual and is set forth completely in this Agreement.

SECTION 4. DURATION OF AGREEMENT AND CONDITIONS PRECEDENT.

4.1 This Agreement shall become effective after City Commission approval of the Agreement and CUP, both documents have been fully executed by the authorized Parties, the associated Site Plan for the Hotel Project CUP is approved, and the Agreement has been recorded in the public records of Pinellas County, Florida by the City Clerk (the “Effective Date”). The Parties agree that this Agreement may be terminated by either party if the Effective Date is delayed more than six (6) months from the date of approval of this Agreement because the Hotel Project Site Plan has not been approved.

4.2 The duration of this Agreement shall be for a period of thirty (30) years from the Effective Date, unless earlier terminated or extended by mutual consent of the Parties.

4.3 This Agreement shall not be valid unless the Owner and City Commission shall mutually agree to all conditions requested by the City Commission at the public hearing(s) when the Hotel Project CUP and this Agreement are under consideration for approval by the City Commission (“Approval Date”). The CUP and Agreement shall not be approved unless the Owner and City Commission shall mutually agree to all conditions thereto.

4.4 This Agreement and CUP shall not be valid unless the Site Plan relating to the Hotel Project CUP is approved, with acceptable conditions to Owner, in its sole and absolute discretion, without third party appeal or legal challenge thereto.

4.5 The City agrees to process the Hotel Project Site Plan in a timely manner.

4.6 In the event a third-party appeal or legal challenge is brought forward against the approval of this Agreement, the CUP, or Site Plan, if such action or challenge is not disposed of by settlement or by the non-appealable order of a court of competent jurisdiction within six (6) months from the Effective Date, each party shall have the unilateral right at its sole discretion, but not the obligation, to terminate this Agreement, and have no liability hereunder.

4.7 Notwithstanding anything to the contrary contained herein, the Parties acknowledge and agree that the willingness of Owner to construct the North Project Sewer Improvements is predicated solely upon its desire to build the Hotel Project. To that end, Owner shall have six (6) months from the date of Approval of this Agreement by the City Commission in which to determine the viability of the Hotel Project, in Owner's sole and absolute discretion, which date shall be extended by the time it takes to resolve any existing or future appeal that would impact the schedule for the project. If Owner notifies City that it does not intend to proceed with the Hotel Project, this Agreement shall terminate, and neither party shall have liability hereunder.

SECTION 5. DEVELOPMENT USES ON THE LAND.

5.1 Permitted Uses. Nothing herein shall limit future development on the unified site consistent with the City's Comprehensive Plan, LDC's, and Code of Ordinances as per the Permitted Uses shown on Exhibit "F" attached hereto, or those in effect at the time of future applications. No new permanent population density will be created by the Hotel Project. The building intensity is proposed for a Floor Area Ratio of 1.09. The proposed building height is 116 feet.

5.2 Hotel Project. The Owner's Hotel Project on the Property is intended to consist of no more than a 217-room hotel, no more than 811-space multi-story parking structure, a timeshare sales center, a spa and fitness center, a marketing office, a beach bar, a reception area, and other ancillary amenities. The Hotel Project is more fully illustrated and described in the attached CUP, which as approved, shall be vested to the fullest extent provided by state and local law.

5.3 Applicable Rules, Regulations, and Policies. The ordinances, rules, regulations and policies in existence on the Effective Date shall govern the development of the Hotel Property for the duration of this Agreement. In the event this Agreement is terminated, all existing ordinances, rules, codes, regulations and policies in place at the termination of this Agreement and as thereafter amended shall become applicable to the Property regardless of the terms of this Agreement.

5.4 Changes to Ordinance and Policies. The Hotel Project may be subject to ordinances and policies adopted by the City after the Effective Date so long as the City holds a public hearing and determines that either:

- a. Such new ordinances and policies are not in conflict with the laws and policies governing this Agreement and do not prevent development of the land uses, intensities, or densities applicable to Property as allowed under this Agreement; and
- b. Such new ordinances and policies are essential to the public health, safety, or welfare, and expressly state that they shall apply to a development that is subject to a development agreement; and
- c. Such new ordinances and policies are specifically anticipated and provided for in this Agreement; and
- d. Substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement; or
- e. This Agreement is based on substantially inaccurate information provided by the Owner.

5.5 State and Federal Laws. This Agreement shall not preclude the applicability of changes in rules, regulations, laws, or policies enacted by state or federal agencies after the execution of this Agreement. In the event of the subsequent enactment of any law which, in any party's reasonable judgment, would preclude its compliance with the terms of this Agreement, the affected party shall so notify the other party in writing, and the Parties shall use their reasonable efforts to modify this Agreement in order to afford each party with the reasonable opportunity to perform its obligations hereunder to the maximum extent permitted by any such subsequent law. In the event that such modification shall deprive any party of any material benefit intended to have been afforded it by this Agreement, the party so deprived may cause this Agreement to be terminated.

SECTION 6. DESCRIPTION OF ALL DEVELOPMENT PERMITS APPROVED OR NEEDED TO BE APPROVED.

6.1 Owner is requesting a CUP from the City Commission to allow the Hotel Project to be built on the Property. The development permits for the Hotel Project which must be approved and issued may or may not include, but are not limited to, the items listed below.

- a. Conditional Use Permit.
- b. Site Plan approval(s) and associated utility licenses and right-of-way utilization permits.
- c. Certificate of Concurrency ~~determination~~ from the City in the format set forth in Exhibit "HG" which reflects the timing of necessary concurrency requirements.
- d. Development/Building/Utility Permits.
- e. Construction Plan approval(s).
- f. Certificate(s) of occupancy.
- g. Southwest Florida Water Management Permit.
- h. Florida Department of Environmental Protection Permit.
- i. Pinellas County Water Permit.
- j. Florida Department of Transportation.
- k. All other approvals or permits as required by existing regulations.

6.2 The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner of the necessity of complying with the law governing said permitting requirements, conditions, term or restriction.

SECTION 7. ADDITIONAL CONDITIONS, TERMS, RESTRICTIONS, OR OTHER REQUIREMENTS NECESSARY FOR THE PUBLIC HEALTH, SAFETY, OR WELFARE OF THE CITY.

7.1 As permitted by Sec. 4.1 of the City's LDC, this Agreement is a required condition of Owner's Hotel Project CUP. The Parties agree that Owner's approved CUP, including all of its conditions, terms, restrictions and requirements are incorporated herein as Exhibit "B". The Owner agrees to the conditions listed in this Agreement and any additional conditions listed below in this Section.

SECTION 8. DESCRIPTION OF PUBLIC FACILITIES TO SERVE HOTEL PROJECT AND WHO WILL PROVIDE THEM.

8.1 Public facilities. State laws and local regulations require that public facilities capable to serve a development be in place concurrent with the impact of the development to those public facilities. All public facilities to serve the Hotel Project shall be concurrent with the impacts of the Hotel Project on said public facilities. The following public facilities are required to serve the Hotel Project:

- a. Fire protection from the City; and
- b. Police protection from the County; and
- c. Potable water from the Pinellas County; and
- d. Sanitation and garbage services from Pinellas County and/or Progressive Waste Services; and
- e. Road and Street services from Pinellas County, Florida Department of Transportation and City of St. Pete Beach; and
- f. Stormwater management from the City and Owner; and
- g. Reclaimed water services from Pinellas County; and
- h. Sewer service transmission from the City, and sewer treatment from the City of St. Petersburg, upon completion of the North Project Sewer Improvements, more fully described in this Agreement.
- i. All other public facilities as required by existing regulations. The failure of this Agreement to address a particular public facility shall not relieve the Owner of the necessity of complying with the law governing said facilities.

8.2 Remedies/Enforcement. In the event the Owner fails to comply with the requirements of this Section, after observance of the provisions of Section 15 hereof, the City shall have all legal and equitable remedies available to the City to enforce the terms of this Agreement.

SECTION 9. NORTH PROJECT SEWER IMPROVEMENTS.

9.1 General. The Owner shall design, fund, and construct the North Project Sewer Improvements as approved by the City and as generally described on Exhibit "C" provided that the North Project Sewer Improvements have received construction plan approval, which shall not be unreasonably withheld. The North Project Sewer Improvements must be completed, inspected, and accepted by the City for maintenance by City, which shall not be unreasonably withheld prior to the issuance of any certificate of occupancy for the Hotel Project.

9.2 Provided that the North Project Sewer Improvements are certified by the engineer of record and accepted by the City upon their completion, which shall not be unreasonably withheld, the City shall accept the public dedication of same and place in service. The City agrees to promptly process all submittals by Owner in connection herewith. The Owner agrees to coordinate design and construction with the City of the proposed North Project Sewer Improvements and grants to City permission to inspect all operations, as long as the City does not create delays or add costs over and above the Guaranteed Maximum Price contract amount.

9.3 Specific Process for construction of the North Project Sewer Improvements. The Parties agree to the following process for the construction of the North Project Sewer Improvements:

- a. Owner shall, within nine (9) months of the Effective Date, cause a licensed professional engineer chosen by Owner, and acceptable to the City, which shall not be unreasonably withheld, to create the construction drawings meeting City design requirements and acceptable to the City for the North Project Sewer Improvements. The City Engineer shall have the right to review the construction drawings as they are thirty percent (30%), sixty percent (60%), ninety percent (90%), and one hundred percent (100%) completed. The City agrees to perform this review and provide any requests for reasonable changes within ten (10) days of receipt of same.
- b. Following the approval of the construction drawings by the City, Owner shall cause the North Project Sewer Improvements to be promptly constructed. Accordingly, Owner shall solicit the best prices for the services to be performed but shall not be required to accept the lowest price. City shall have the right to reasonably disapprove the contractor if the price proposed by Owner is believed by the City to be above the price for similar sanitary sewer work as reflected by other quotes or data provided by the City for such similar projects.
- c. Guaranteed Maximum Price. The Guaranteed Maximum Price (the “GMP”) is the price negotiated between the Owner and the selected contractor to construct the North Project Sewer Improvements. In the event the GMP, excluding interest, exceeds six (\$6) million dollars, the Owner or the City, may at its option, terminate this Agreement. This termination provision shall automatically expire sixty (60) days from the date when the GMP is determined. Further, in the event that the cost of the North Project Sewer Improvements exceeds the GMP, for unforeseen reasons, the City shall reasonably approve any and all such additional cost and expense, with such cost being added to original GMP and Total Cost of Project, and subject to reimbursement provisions discussed in Subsection 9.4 below. For purposes of this section, “Unforeseen Costs” are necessary costs to complete the North Project Sewer Improvements. The Parties agree to equally share in the payment of all Unforeseen Costs, e.g., Owner pays fifty (50%) percent and City pays fifty (50%) percent. Owner’s 50% is added to the Total Cost of Project. All other costs are optional and shall be paid for by City.
- d. The Parties agree that subject to force majeure, construction of North Project Sewer Improvements must be continuous and not stopped once construction is initiated. The Owner shall provide the City with an irrevocable letter of credit or bond in form and substance acceptable to the City for the North Project Sewer Improvements and the cost of same, if any, shall be added to the cost of the North Project Sewer Improvements. This letter or bond shall be assignable to the City in the event that the Owner stops construction for a period of sixty (60) days or fails to diligently pursue performance as provided in this Agreement. Further, the City shall have full authority to use the irrevocable letter of credit or bond to take control of and complete the North Project Sewer Improvements. However, in such event there shall be no change to the City reimbursement of costs of North Project Sewer Improvements set forth

herein for costs incurred by Owner including the amount drawn under the letter of credit or bond and such reimbursement obligation shall survive.

- e. Subject to the force majeure provisions set forth herein, including litigation delay, the North Project Sewer Improvements shall be completed within eighteen (18) months from the date of construction plan approval.

9.4 City Reimbursement of Cost of North Project Sewer Improvements. While Owner is designing, funding and constructing the North Project Sewer Improvements to expedite their installation, it is the understanding of the Parties that Owner shall be reimbursed for project costs including design, engineering, permitting, construction, inspections and restoration, and as outlined in this Agreement, by the City.

9.4.1 Owner's Connections and Credits. The Project cost to be reimbursed by the City shall be reduced by One Hundred (100%) percent of sewer connection fees assessed against the Hotel Project during the term of this Agreement, with such Project cost being the sole responsibility of the Owner, and all future sewer connection fees for all new development projects on the site shown on Exhibit "A," as well as all new development projects located on the overall Unified Development Site (shown on Exhibit "D") and on property acquired by Owner or its affiliates adjacent to the Unified Development Site, which projects have sewer connection fees payable during the term of this Agreement, which credit shall be used to reduce the amount that the City owes Owner hereunder. In addition, the City agrees to provide \$650,000 from related permitting fees (excluding plan review fees) (collectively the "Allowed Fees") in connection with the Hotel Project toward the Project cost. The \$650,000 shall be deducted from the Total Cost of Project as previously described and deducted from amount to be reimbursed to the Owner as payments are made to Owner as further described below. Within thirty (30) days of submittal of the Project Engineer's certification of paid request, Allowed Fees will be paid by the City to Owner on a pro-rata basis related to the percentage of completion and periodic construction payments due to the Contractor related to the project.

9.4.2 Other Sewer Connections and Fees. It is anticipated that additional property owners benefitting from the North Project Sewer Improvements will be connecting into the North Project Sewer Improvements. As sewer connection fees are received from those property owners, the City covenants to pay sixty-five (65%) percent of such sums as received to Owner which amount shall reduce the balance owed by the City to Owner from the North Project Sewer Improvements. The percentage referenced in this Section may automatically adjust, as more fully described in Section 9.4.3 below.

9.4.3 Other Sewer Connections and Fees. The City and Owner acknowledge that the sewer connection fee schedule is adopted by the City Commission, which may change from time to time. The current sewer connection fee schedule is attached and adopted herein as Exhibit "I". The Parties agree that if connection fees are reduced in the future, the percentage in Section 9.4.2 above shall automatically adjust to maintain the dollar amount as paid to owner as reflected in the current fee schedule.

9.4.4 Year Seven (7). Notwithstanding any provision of this Agreement to the contrary, the City agrees that by the seventh (7th) anniversary of the acceptance of the improvements, it shall have made from new connections or will then make payments sufficient to Owner to reduce the

outstanding principal balance owed to Owner to no more than sixty-five (65%) percent of the original or amended Total Cost of Project.

9.4.5 Year Twelve (12). City further agrees that by the twelfth (12th) anniversary of the acceptance of the improvements, it shall have made from new connections or will then make payments sufficient to Owner to reduce the outstanding principal balance owed to Owner to no more than twenty-five (25%) percent of the original or amended Total Cost of Project.

9.4.6 Interest Rate. Interest accrued at one and one-half (1.5%) percent per annum assuming twenty (20) equal annual payments shall be added to the Total Cost of Project and included in the Total Cost of The Project as illustrated on Exhibit "H" and be reimbursed to Owner; however, should City be required by the terms of this Agreement to make payment to Owner at the end of Year seven (7) or Year twelve (12) due to the amount paid for new sewer connections not being sufficient to reduce the balance owed by City to Owner to sixty-five (65%) percent of the original outstanding balance by Year seven (7) and twenty-five (25%) by Year twelve (12), then Owner agrees to reduce the Total Cost of Project by the total of all interest included in the Total Cost Of The Project. Interest waived in Year seven (7) or Year twelve (12) may be reimbursed from new sewer connection fees collected thereafter, until the full balance including interest due to Owner is paid in full. This provision shall survive the term of the Agreement.

SECTION 10. RESERVATIONS OR DEDICATIONS OF LAND FOR PUBLIC PURPOSES.

10.1 While it is understood by the Parties that Owner's contractors shall have access to alter City property for the North Project Sewer Improvements, the Parties agree that no City real property shall be conveyed or otherwise transferred to Owner, unless authorized by the City Commission.

10.2 Further, upon completion of the Sewer Improvement construction, Owner and its contractors, shall dedicate to the City real property as reflected in the approved plans referenced in Section 11.4 below.

SECTION 11. OBLIGATIONS OF THE OWNER.

11.1 The obligations of this Agreement shall be binding on the Owner and its successors and assigns, subject to the conditions and limitations set forth herein.

11.2 Conditional Use Permit. The Owner has conducted the community meeting required by City's comprehensive plan and has submitted a separate request for a CUP to the City under Case number 20170005, dated February 17, 2017, for the development of the Hotel Project. The Owner shall develop the Hotel Project in accordance with the CUP, as approved, and the Code.

11.3 Off-Site Public Infrastructure. The Owner shall design, finance, and construct, consistent with the terms and conditions contained herein, the North Project Sewer Improvements, the scope of which is more specifically described in Exhibit "C" attached hereto, prior to the issuance of any certificate of occupancy for the Hotel Project.

11.4 Easements. The Owner will provide, at no cost to the City or Owner, adequate easements for the placement of infrastructure associated with the North Project Sewer Improvements, including but not limited to sewer lines, two (2) lift stations (one directly associated with the North Project Sewer Improvements described in this Agreement and one additional future improvement to be done by City), and other associated infrastructure, in the area generally depicted on the concept plan shown on Exhibit “J” with exact location to be mutually agreed to by the Parties. This section only applies to Owner’s property. The City will incur the cost of the surveying, drafting and recording of legal documents associated with the easement(s).

SECTION 12. OBLIGATIONS OF THE CITY.

12.1 The City will promptly process the CUP application and a Site Plan application in accordance with the procedures set forth in the Code.

12.2 Sewer Treatment Facility. The City’s sewage is treated by the City of St. Petersburg in accordance with the Interlocal Agreement between the City and the City of St. Petersburg dated February 19, 1985, as amended June 4, 2009. The North Project Sewer Improvements will be part of the conveyance system for City sewage to the treatment facility in St. Petersburg. It is understood by the Parties that a letter must be obtained from the City of St. Petersburg providing assurance that treatment capacity is available, which letter must be acceptable to both the Owner and the City.

12.3 The Parties anticipate that the construction of the Hotel Project and the North Project Sewer Improvements may require the approval of other governmental agencies. The City covenants and agrees that it will promptly execute and properly deliver all such applications and requests submitted to it by Owner, and utilize its best efforts in cooperation with Owner to help obtain approvals.

12.4 The City shall perform all its obligations set forth, in this Agreement without unreasonable delay.

SECTION 13. REPRESENTATIONS AND WARRANTIES OF CITY.

13.1 Valid and Binding Agreement. The City hereby represents and warrants that it has full right and authority to enter into this Agreement, which shall be legally binding upon the City.

13.2 The City represents and warrants that, notwithstanding any provision of the Code to the contrary, that this Agreement may only be amended by mutual consent, set forth in Florida Statutes §163.3220.

13.3 Concurrency. The Parties agree that pursuant to Division 29 of the City’s LDC, a “certificate of concurrency” shall be required prior to the issuance of any development permit, and the City shall not issue any development order or building permit for any project that results in a reduction of the level of service requirements established and adopted in the City’s comprehensive plan. Because the Hotel Project and associated Site Plan will require more than one development permit, the issuance of a certificate of concurrency shall occur prior to the issuance of the initial CUP and Site Plan. The City acknowledges that the North Project Sewer Improvements are intended to facilitate Owner’s ability to meet sanitary sewer concurrency, and as such, the Parties agree that the certificate of concurrency issued by the City is conditioned

upon Owner completing the North Project Sewer Improvements before Owner connects to the City's sanitary sewer system.

13.4 These representations and warranties shall survive termination of this Agreement.

SECTION 14. AMENDMENT OF AGREEMENT AND DEVELOPMENT ORDER.

14.1 This Agreement may be amended from time to time by mutual consent of the Parties or their successors in interest, in accordance with F.S. 163.3237 and the LDC, Section 45.7(c)(2).

SECTION 15. DEFAULT, REMEDIES AND ANNUAL REVIEW.

15.1 Default Provisions. Neither party shall be in default of this Agreement unless it has failed to perform any of its obligations under this Agreement for a period of thirty (30) days after its receipt of written notice from the other party specifying the nature of the alleged default and proposing a manner in which the default can be satisfactorily cured, which shall not be intended to limit the manner in which the defaulting party cures the default. If the nature of the alleged default is such that it cannot reasonably be cured within said thirty (30)-day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period. Upon default by a party under this Agreement, the party not in default shall have all rights and remedies provided by law, including but not limited to the right to terminate this Agreement, the right to seek specific performance of the obligations of the defaulting party under this Agreement, and the right to file for injunctive relief in a court of competent jurisdiction to enforce the terms of the Agreement or to challenge compliance of the Agreement with the provisions of F.S. 163.3220 - 163.3243.

15.2 Attorneys' Fees. In the event of legal action or other proceeding arising under this Agreement, the Parties agree to pay the cost of their own attorney's fees and costs incurred in the prosecution or defense of such action or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings. This provision shall survive any termination of this Agreement.

15.3 Annual Review. Each year during the term of this Agreement, beginning one (1) year after the Effective Date, the Owner shall submit a report to the City specifying performance and compliance with this Agreement.

SECTION 16. GENERAL PROVISIONS.

16.1 Covenants Running with the Land. The provisions of this Agreement shall constitute covenants which shall run with the land comprising the subject Property; the burdens and benefits hereof shall bind and inure to the benefit of the Parties and their personal representatives, heirs, successors, grantees and assigns. A copy of this Agreement shall be recorded among the public records of Pinellas County, Florida, upon execution of this Agreement by the Parties.

16.2 Time is of the Essence. The Parties agree that time is of the essence for this Agreement.

16.3 Construction. This Agreement is a result of mutual drafting and development and there shall be no presumption or rule that ambiguities shall be construed against either party.

16.4 Notices. Any notice or request required or authorized to be given by the terms of this Agreement or under any applicable law by either party shall be in writing, hand delivered, or sent by Certified or Registered mail, postage prepaid, return receipt requested. Such notice shall be addressed as follows:

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

If to the Owner:
RIA Coral Reef, Inc.
ATTN: Tim Bogott
5600 Gulf Blvd.
St. Pete Beach, FL 33706

With a copy to:
City Attorney
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

E. D. Armstrong III
Hill Ward Henderson
600 Cleveland Street, Suite 800
Clearwater, FL 33755

16.5 Severability. If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, then, to the extent that the invalidity or unenforceability does not impair the application of this Agreement as intended by the Parties, the remaining provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force.

16.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument. The Parties agree to do, execute, acknowledge or deliver, or cause the same to be done, all such further acts and assurances as shall be reasonably requested by another party in order to carry out this Agreement and give effect thereto.

16.7 Completion of Agreement. Upon the completion of performance of this Agreement or its revocation or termination, the Owner or its successor in interest shall record a statement in the official records of Pinellas County, Florida, signed by the Parties, evidencing such completion, revocation or termination, and shall forthwith deliver a copy of such statement to the City Manager or his designee.

16.8 Recording this Agreement. This Agreement shall be recorded, by the City, at the Owner's sole cost, in the official records of Pinellas County, Florida, in accordance with the requirements of the Act

16.9 Entire Agreement. This Agreement, including all Exhibits attached hereto, all of which are a part of this Agreement to the same extent as if such Exhibits were set forth in full in the body of this Agreement, constitutes the entire agreement between the Parties pertaining to the subject matter hereof. This Agreement may only be modified or amended as set forth in this Agreement.

16.10 Florida Public Records Law. The Owner shall comply with Chapter 119, Florida Statutes, in regards to public records laws. Owner shall abide by the legal requirements referenced herein and in Exhibit K. **IF THE OWNER HAS QUESTIONS REGARDING THE**

APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER'S 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).

16.11 Headings and Section References. The titles, captions and section numbers in this Agreement are inserted for convenient reference only and do not define or limit the scope or intent and should not be used in the interpretation of any section, subsection or provision of this Agreement. Whenever the context requires or permits, the singular shall include the plural, and plural shall include the singular and any reference in this Agreement to the Seller includes the Seller's successors or assigns.

16.12 Remedies. Either party may, in addition to all other remedies provided by law, seek equitable remedies, including but not limited to specific performance, for the enforcement of this Agreement.

16.13 Venue and Applicable Law. This Agreement shall be construed by and controlled under the laws of the State of Florida. Venue for any for the purposes of any state suit, action or other proceeding arising out of, or relating to, this Agreement for any state action shall lie solely in the Sixth Judicial Circuit Court in and for Pinellas County, Florida, and for any federal suit, action or other proceeding shall lie solely in the United States District Court for the Middle District of Florida, Tampa Division.

16.14 Force Majeure. In the event that either party is unable to timely perform any of its obligation hereunder, through acts of God, acts of war, civil disobedience, or any other reason beyond their control, including legal action filed by third Parties to challenge, directly or indirectly, the Conditional Use, any site plan, or other development order, or any of the benefits in favor of Owner hereunder, the applicable time frames for performance of the Parties shall be extended by the amount of such time delay, calculated on a daily basis.

WHEREAS, the City has approved this Agreement by resolution adopted on the ____ day of _____, 2017; and

[The remainder of this page intentionally left blank]

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

By executing this Agreement, the Owner represents and warrants that the undersigned has the lawful authority granted by said entity to execute this Agreement on behalf of the Owner, and has been granted the right to bind the Owner to the covenants and agreements herein above stated.

RIA Coral Reef, Inc., a Florida corporation

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing ~~instrument was~~ acknowledged before me this _day of _____, 2017, by _____, as _____, who acknowledged before me that he is authorized to execute this Agreement on behalf of and [_____] is personally known to me or [_____] has produced identification.

Type of identification produced: _____.

My commission expires:
(Notary Seal)

Notary Public Signature

Notary Public Print Name

CITY OF ST. PETE BEACH,
a Florida Municipal Corporation.

BY:

APPROVED AS TO FORM:

Wayne Saunders, City Manager

Andrew Dickman, City Attorney

ATTEST:

Rebecca C. Haynes, City Clerk

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _day of _____, 2017, by Wayne Saunders, as City Manager of the City of St. Pete Beach, Florida, a municipal corporation, and he acknowledged before me that he executed the instrument on behalf of the City. He is personally known to me.

My commission expires:
(Notary Seal)

Notary Public Signature

Notary Public Print Name

By executing this Agreement, the mortgagee below represents and warrants that the undersigned has the lawful authority granted by such entity to execute this Agreement on behalf of the mortgagee for the purposes described above and to confirm the mortgagee's consent to the Owner's execution and delivery of this Agreement, and the mortgagee's approval of this Agreement, prior to the closing of the transactions described in the Purchase Agreement.

Name of Mortgagee: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _day of _____, 2017,

by _____, as _____ of

_____, a _____ profit corporation, who acknowledged before me that he is authorized to execute this Agreement on behalf of _____ and [] is personally known to me or [] has produced identification.

Type of identification produced: _____

My commission expires: _____

(Notary Seal)

Notary Public Signature

Print Name

EXHIBIT “A”
LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT “B”

~~PROPOSED~~ APPROVED CONDITIONAL USE PERMIT FOR SUGAR SANDS

[PLACE HOLDER FOR APPROVED CONDITIONAL USE PERMIT]

EXHIBIT “C”

NORTH PROJECT SEWER IMPROVEMENTS

EXHIBIT “D”

UNIFIED SITE DESCRIPTION

(“Covenant Running with the Land In lieu of Unity of Title”)

EXHIBIT “E”
OWNERSHIP DISCLOSURE

EXHIBIT “F”
PERMITTED USES

EXHIBIT “G”

CERTIFICATE OF CONCURRENCY ~~DETERMINATION LETTER~~

[PLACE HOLDER FOR CERTIFICATE OF CONCURRENCY]

EXHIBIT “H”

**EXAMPLE OF CALCULATION OF TOTAL COST OF PROJECT AND
REIMBURSEMENT PAYMENTS MADE BY CITY WITHOUT INTEREST**

EXHIBIT “I”

CURRENT SEWER CONNECTION FEE SCHEDULE ~~AS OF “EFFECTIVE DATE”~~

EXHIBIT “J”

CONCEPT PLAN FOR PLACEMENT OF EASEMENTS ON OWNER’S PROPERTY

EXHIBIT “K”
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.

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

Issue

Considered: Authorize the City Manager to enter into a Purchasing Agreement with Luke's Landscaping, Inc. for \$60,000 for Landscaping on State Road 699 (Blind Pass Road) from 82nd Avenue to Captive Circle.

Date: April 11, 2017

Prepared By: Mike Clarke, Public Services Director

**Summary
of Issue:**

Florida Department of Transportation (FDOT) is providing funding under a Highway Landscaping Reimbursement Memorandum of Agreement (HLRMOA) in FY16 to add additional landscaping to State Roads within the City. State Road 699 (Blind Pass Road) between 82nd Avenue and Captiva Circle was identified based on staff determined need as well as the fact that the City had previously received conceptual plans from Genesis Group, Inc. (Landscape Architect), reducing the design cost.

The City received sealed bids from two contractors on March 7, 2017. After a review of the prices provided and the required bid submittals, Luke's Landscaping, Inc. was determined to be the lowest qualified bidder.

This contract shall be reimbursed by FDOT under the HLRMOA described above, which was approved and signed by the City in FY16.

Funding: CIP – FDOT Landscaping

**Requested
Motion:**

"I move to authorize the City Manager to enter into a Purchasing Agreement with Luke's Landscaping, Inc. for \$60,000 for Landscaping on State Road 699 (Blind Pass Road) from 82nd Avenue to Captive Circle."

Attachments: Purchasing Agreement
Bid Tabulation
FDOT HLRMOA

**Reviewed by
City Manager:** _____ WS



Bid Tabulation - Landscaping of Blind Pass Road (SR 699) from 82nd Ave to Captiva Circle

3/7/2017

10:00AM

Base Bid	Luke's Landscaping	Morelli Landscaping
82nd to 83rd (east)	\$4,000.00	\$8,900.00
84th to 85th (east)	\$3,500.00	\$8,400.00
85th to 87th (east)	\$9,000.00	\$16,550.00
87th to 88th (Bridge Hampton Bay) (east)	\$5,000.00	\$11,850.00
88th (Bridge Hampton Bay) to 89th (Boca Shores) (east)	\$8,000.00	\$15,100.00
89th (Boca Shores) to Captiva Circle - 2 blocks (east)	\$15,000.00	\$24,500.00
82nd to 84th (west)	\$6,500.00	\$9,575.00
84th to 85th (west)	\$500.00	\$500.00
85th to 86th (west)	\$2,500.00	\$9,250.00
86th to 87th (west)	\$3,500.00	\$8,250.00
88th to 89th (west)	\$2,500.00	\$7,125.00

Total

\$60,000.00	\$120,000.00
-------------	--------------

concrete work	\$7,500.00	\$1,000.00
---------------	------------	------------

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Landscaping of Blind Pass Road (SR699) from 82nd Ave to Captiva Circle

— This is an Agreement (the “Agreement”) entered into by and between the City of St. Pete Beach (hereinafter "City") and Luke’s Landscaping, 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, Vendor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as 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 the sum of \$60,000 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:

Luke's Landscaping, Inc.
Attn.: Matt Mondelli
5532 Auld Lane
Holiday, FL 34690

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.

Luke's Landscaping, 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)

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

Issue

Considered: Authorize the City Manager to execute a change order to the existing contract with USA Voltage, LLC in the amount of \$42,550 to provide underground utility service connections for the Pass-a-Grille Way North Reconstruction project.

Date: April 11, 2017

Prepared By: Mike Clarke, Public Works Director

Summary of Issue: The undergrounding of overhead utility lines is included in the scope of services to be performed during the Pass-a-Grille Way North Reconstruction project. This includes service lateral connections for each residential and commercial property on Pass-a-Grille Way. The General Contractor selected for this project, David Nelson Construction, had included in their bid an estimated cost of \$840,000 for these connections.

In an attempt to reduce the overall cost of the project, the City elected to remove this item (along with a few others) from Nelson's scope and solicit this service directly. As a result of this solicitation, the City received a single sealed bid from USA Voltage, Inc. which contained unit rates for residential and commercial connections with and without existing undergrounded electric service. Upon subsequent determination of 42 service connections, the application of these unit rates results in a proposed total cost of \$211,200 for underground utility service connections.

This total cost calculation was based on a number of assumptions with regard to the standardized nature of each residential and commercial connection, including a 60 foot service length from Duke's pedestal to the connection on each residence. As the work has progressed, the actual length of the service connection at each location continues to be determined. The net cost on this change order for the original scope of services (houses on the east side of Pass-a-Grille Way) was a *credit* of \$1,100.

The remainder and majority of this change order is for residences on the west side of Pass-a-Grille Way which were previously believed to be serviced from the alley behind the homes. It has since been determined that these residences were serviced from Pass-a-Grille Way, requiring the installation of underground conduit to be added to this contract.

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

Requested Motion: “I move to authorize the City Manager to execute a change order to the existing contract with USA Voltage, LLC in the amount of \$42,550 to provide underground utility service connections for the Pass-a-Grille Way North Reconstruction project.”

Attachments: Change Order 8 (with credits)

Reviewed by City Manager: _____ WS



USA Voltage LLC, Electrical Contractors

11060 70th Ave. Seminole, FL33772

License EC13004856

727-798-9501

Job #15-139

Change Order Request 8

03-07-17

Customer Information:

CPWG Engineering

708 Lithia Pinecrest Rd. STE 101

Brandon, FL 33511

Project Information:

Additional footages

Pass-A-Grille Way

Pass-A-Grille, FL

East side of Pass-A-Grille Way

2101 Pass-A-Grille way (credit)

Not in scope of work _____ *(-\$4,600.00)*

2103 Pass-A-Grille way (credit)

40' of 2-2" conduit in lieu of 60' _____ *(-\$1,500.00)*

2107 Pass-A-Grille Way (added footage)

110' of 2-2" conduit in lieu of 60' _____ *\$2,500.00*

2707 Pass-A-Grille Way (added footage)

2507 Pass-A-Grille Way

70' in lieu 60' _____ *\$500.00*

100' of 2-2" conduit in lieu of 60' _____ *\$2,000.00*

West side of Pass-A-Grille way
(Not in original scope of work)

2304 Pass-A-Grille Way (west side of street)

- 80' of 2" conduit for Bright House and Verizon
- 80' of 2 1/2" Duke conduit
- Remove and replace 60 lineal feet of pavers _____ ***\$7,600.00***

2402 Pass-A-Grille Way (west side of street)

80' of 2-2" conduit for Bright House and Verizon in lieu of 60' _____ \$5,600.00

2404 Pass-A-Grille Way (west side of street)

60' of 2-2" conduit for Bright House and Verizon _____ \$4,600.00

2406 Pass-A-Grille Way (west side of street)

45' of 2" for Bright House and Verizon _____ \$3,850.00

2500 Pass-A-Grille Way (west side of street)

50' of 2" conduit for Bright House and Verizon _____ \$4,100.00

2502 Pass-A-Grille Way (west side of street)

90' of 2" conduit for Bright House and Verizon _____ \$6,100.00

2504 Pass-A-Grille Way (West side of Street)

100' of 2-2" conduit in lieu of 60' _____ \$6,600.00

Bright House Only

Maritanna (Bright House Only)

60-2" conduit from an existing pole to the Bright House meter Socket _____ \$2400.00

3204 Pass-A-Grille Way (Bright House to pole only)

70'-1-2" conduit _____ \$2,800.00

<i>TOTAL ADDS</i>	<i>\$48,650.00</i>
<i>TOTAL CREDITS.</i>	<i>\$6,100.00</i>
<i>TOTAL THIS CHANGE ORDER REQUEST</i>	<i>\$42,550.00</i>

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

Issue

Considered: Authorize the City Manager to sign the updated Lighting Proposal from Duke Energy for the Pass-A-Grille Way North Reconstruction project.

Date: April 11, 2017

Prepared By: Mike Clarke, Public Works Director

**Summary of
Issue:**

On June 9, 2015, City Commission authorized the City Manager to sign a Lighting Proposal from Duke Energy, which included the projected fees associated with street light rental and maintenance as well as an invoice for the Contribution In Aid of Construction Fee for the Pass-A-Grille Way North Reconstruction project.

At the request of the City, however, Duke has subsequently provided an updated proposal and fee structure to provide LED Sanibel fixtures in-lieu of the HPS Clermont fixture originally request. This request is authorize the execution of the revised proposal.

Funding: CIP - Pass-A-Grille Way Reconstruction

**Requested
Motion:**

“I move to authorize the City Manager to sign an updated Lighting Proposal from Duke Energy, which includes the projected fees associated with street light rental and maintenance as well as an invoice for the Contribution In Aid of Construction Fee for the Pass-A-Grille Way North Reconstruction project.”

Attachments: Duke Energy Lighting Proposal

**Reviewed by
City Manager:**

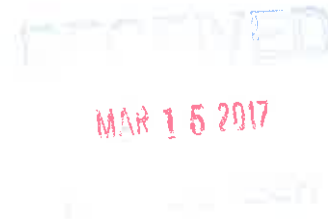
----- WS



WR # 1005298

March 6, 2017

City of St. Pete Beach
Pass-A-Grille
7701 Boca Ciega Dr.
St. Pete Beach, FL 33706



Subject: Lighting

Dear St. Petersburg Beach:

Please review the enclosed document(s) indicated below. Proper execution of this/these document(s) is necessary in order for us to proceed with your request. A second copy of each document has been provided for your records.

LIGHTING PROPOSAL FORM: Please review your lighting proposal form. Contact the Duke Energy Florida, LLC Designer immediately with any discrepancies. Upon your approval, sign the original and return with the contract to this office.

LIGHTING SERVICE CONTRACT: This lighting contract outlines Duke Energy Florida, LLC and customer obligations. Please ensure the contract is signed by an owner, officer, or board member of the customer listed at the top of the contract and return the signed original contract to this office.

INVOICE (WORK AUTHORIZATION): Generated from the Duke Energy Florida, LLC billing department in a separate package.

PLEASE NOTE: IN ORDER FOR DUKE ENERGY FLORIDA, LLC TO PROCEED WITH THE SCHEDULING OF THIS PROJECT, *IT IS REQUIRED* THAT YOU PROVIDE US WITH ALL OF THE INFORMATION LISTED ABOVE.

Please return all appropriate forms as quickly as possible to Duke Energy at 2501 25th St N,
St. Petersburg, FL 33713.

We appreciate your business and look forward to providing you with excellent customer
service. Please feel free to call me at 727-893-9285, with any questions you may have
regarding the enclosed documents or your service.

Sincerely,

A handwritten signature in black ink, consisting of a stylized 'S' followed by a horizontal line.

Engineering Technologist III

Enclosures



DE Contact: Tara Miller

Address: 2501 25th St N. St Petersburg, FL 33713

Phone: 727-893-9285

Lighting Proposal

WR 1005298

March 6, 2017

Project Details
Customer: City of St Pete Beach
Account: 09605-11504
Site: 1950 Pass A Grille Way
Contact: Wayne Saunders
Phone: 727-363-9206

Scope of Request
Add 50 Sanibel lights LED
Add 50 Promenade poles

Quantity Required	Product Description Fixtures and Poles	Per Unit				Sub-Total
		Rental	Maint.	Fuel & Energy	Unit Total	
50	70W LED Sanibel White Q150	\$20.80	\$1.39	\$1.55	\$23.74	\$1,187.00
50	25' PROMENADE, Bronze Conc	\$17.54	\$0.00	\$0.00	\$17.54	\$877.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
Rental, Maintenance, F&E Totals:		\$1,917.00	\$69.50	\$77.50		
<i>Estimates valid for 30 days and subject to change.</i>		Project Summary Totals		Estimated Monthly Rental		\$2,064.00
				† Deposit		\$4,128.00
				✧ CIAC		\$39,957.66

Estimated Monthly Rental excludes any applicable taxes, franchise fees or customer charge.

† **Deposit** - The required deposit (applied separately to your lighting bill) will equal approximately two months of the monthly rental bill, but no less than \$25.00 and subject to change upon review of the account's existing deposit.

✧ **CIAC** - The invoice for the Contribution in Aid of Construction will be mailed to you separately upon approval of this proposal and payment is due before the work can be released to scheduling of construction.

In order for us to proceed with the above proposed lighting design we will need an authorized signature on this proposal and any other required documents enclosed. Do not remit any payment with this form and do not fax. Return these signed documents to the mailing address above or email the color scanned PDF if instructed.

The CIAC charge is subject to change after 30 days or in the event you request or cause any changes to this proposal.

Duke Energy will call for locate of all public facilities. Any customer owned utilities would need to be located and marked at your expense.

If any or all of these lighting facilities will eventually be submitted to a governmental agency for inclusion into a taxing district, MSTU or MSBU special assessment program, please verify that these facilities meet the requirements within that jurisdiction. Should the agency not accept these facilities into their program, the entity who signs the Lighting Service Contract will remain responsible for payment.

Thank you for your lighting request. We look forward to working with you on this project.

Authorized Signature _____

Date _____

(Please sign and date to approve this proposal and return via email or the mailing address above)



LIGHTING SERVICE CONTRACT

ACCOUNT NUMBER
09605-11504
WORK ORDER NUMBER
1005298
DEF CONTACT
Tara Miller

CUSTOMER NAME: City of St Pete Beach
SERVICE LOCATION(S) 1950 Pass A Grille Way
(Street address, city/county, Company account number if established)

This Lighting Service Contract ("Contract") is hereby entered into March 6, 2017 between Duke Energy Florida, LLC (hereinafter called the Company) and City of St Pete Beach (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LS-1, or its successor, as the same is on file with the Florida Public Service Commission (FPSC) and as may be amended and subsequently filed with the FPSC. To the extent there is any conflict between this Contract and the Lighting Service Rate Schedule, the Lighting Rate Schedule shall control.

The Customer further understands that service under this rate shall be for an initial term of **ten (10) years** and shall continue hereafter until terminated by either party upon written notice sixty (60) days prior to termination.

The Company shall install the following facilities (hereinafter called the Facilities):

Fixture / Pole Types and Number Installed:

70W LED Sanibel White Q150	QTY	50
25' PROMENADE, Bronze Conc	QTY	50
	QTY	
	QTY	
	QTY	
	QTY	
	QTY	
	QTY	

Additional facilities:

(Continued in Next Page)



Rate per Month:

The monthly charges consist of the items below. These charges may be adjusted subject to review and approval by the Florida Public Service Commission.

Customer Charge	
Pole Charge	
Light Fixture Charge	
Light Fixture Maintenance Charge	
Energy and Demand Charge :	
Non-fuel Energy Charge	
Plus the Cost Recovery Factors listed in	
Rate Schedule BA-1, <i>Billing Adjustments**</i> ,	
except the Fuel Cost Recovery Factor and	
Asset Securitization Charge Factor:	See Sheet No. 6.105 and 6.106
Fuel Cost Recovery Factor **:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105

***Charges are normally revised on an annual basis.*

Additional Charges:

Certain additional charges may also apply to the installation.

Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fees:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

THE CUSTOMER AGREES:

1. To purchase from the Company all of the electric energy used for the operation of the Lighting System.
2. To be responsible for paying, when due, all bills rendered by the Company pursuant to the Company's currently effective Lighting Rate Schedule LS-1, or its successor, for facilities and service provided in accordance with this Contract.
3. To be responsible for trimming trees that may either obstruct the light output from fixture(s) or that obstruct maintenance access to the facilities.

IT IS MUTUALLY AGREED THAT:

4. Requests for exchanging facilities, upgrades, relocations, etc. are subject to Section III, paragraph 3.05, of the Company's General Rules and Regulations Governing Electric Service.
5. The Company does not guarantee continuous lighting service and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment. Nothing in this Contract is intended to benefit any third party or to impose any obligation on the Company to any such third party.
6. Installation shall be made only when, in the judgment of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company's equipment and personnel for both construction and maintenance. In the event the Customer or its contractor, subcontractor or other agent changes the grading, which requires the Company to move its facilities or otherwise incur costs to ensure compliance with applicable code requirements, Customer shall compensate the Company for all such costs incurred by the Company to comply with any applicable code requirements. In the event Customer fails to pay the Company within 30 days of the completion of such work, Customer shall pay the Company any amounts owing the Company, including interest and any attorneys and other fees and costs the Company incurs to collect any amounts owed to the Company.
7. Modification of the facilities provided by the Company under this Contract may only be made through the execution of a written amendment to this Contract.

(Continued in Next Page)

8. The Company will, at the request of the Customer, relocate the lighting facilities covered by this Agreement, if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of the Company's lighting facilities.
9. The Company may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
10. The Customer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the Customer for damage.
11. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1332, Florida Statutes (2005).
12. This Contract shall be for a term of ten (10) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized. At the end of the term of service, a new Contract will be required.
13. Should the Customer fail to pay any bills due and rendered pursuant to this Contract or otherwise fail to perform the obligations contained in this Contract, said obligations being material and going to the essence of this Contract, the Company may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Contract. Service charges associated with the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules may be assessed for each lighting installation on an account. Any failure of the Company to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Contract by the Company, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Contract.
14. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Contract by giving the Company at least sixty (60) days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount equal to the remaining monthly customer charges and remaining pole and fixture lease amounts for the term of the contract. The Customer will be responsible for the cost of removing the facilities.
15. In the event of the sale of the real property upon which the facilities are installed, or if the Customer's obligations under this Contract are to be assigned to a third party, upon the written consent of the Company, this Contract may be assigned by the Customer to the Purchaser or to the third party. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the Purchaser or third party and agreed to by the Company.
16. This Contract supersedes all previous contracts or representations, either written, oral or otherwise between the Customer and the Company with respect to the facilities referenced herein and constitutes the entire Contract between the parties. This Contract does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by the Company to third parties.
17. This Contract shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and the Company.
18. This Contract is subject to the Company's Tariff for Retail Service, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Contract and the provisions of the Company's Tariff for Retail Services, the provisions of the Company's Tariff for Retail Service and FPSC Rules shall control, or as they may be hereafter revised, amended or supplemented.

(Continued in Next Page)



19. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Contract by strikes, lockouts, fires, riots, acts of God, the public enemy, governmental or court actions, lightning, hurricanes, storms, floods, inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations, or by any other cause or causes not under the control of the party thus prevented from compliance, and the Company shall not have the obligation to furnish service if it is prevented from complying with this Contract by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of the Company, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating, transmission, distribution or other electrical equipment.

20. In no event shall the Company, its parent corporation, affiliate corporations, officers, directors, employees, agents, and contractors or subcontractors be liable to the Customer, its employees, agents or representatives, for any incidental, indirect, special, consequential, exemplary, punitive or multiple damages resulting from any claim or cause of action, whether brought in contract, tort (including, but not limited to, negligence or strict liability), or any other legal theory.

IN WITNESS WHEREOF, the parties hereby caused this Contract to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

City of St Pete Beach
Customer (Print or type name of Organization)

DUKE ENERGY FLORIDA, LLC

By: _____
(Signature)

By: _____
(Signature)

(Print or Type Name)

Tara Miller
(Print or Type Name)

Title: _____

Title: Duke Energy Representative

Duke Energy
St. Petersburg, FL
3/6/2017

INVOICE Reprint

Please mail remittance and signed copy of Invoice
to:

Duke Energy
Remittance Processing (BAY 70)
PO Box 14042
St. Petersburg, FL 33733

Service Address:

1950 PASS-A-GRILLE WAY
ST PETE BEACH FL 33706

Customer Number:

0960511504

WMIS WR Number:

1005298

Work Description:

CITY OF ST PETE BEACH

Total CIAC Due: \$ 39,957.66

This invoice reflects Contribution in Aid of (CIAC) Construction for the above reference work.

Agreement: The customer acknowledges receipt of invoice cover letter and further understands Customer is responsible for removing all obstructions from the route along which the Company's facilities are to be installed. Company shall not be responsible for any damage to shrubs, trees, grass, sod or any other foliage or property caused by the Company's equipment during installation of the Company's facilities. In addition, the Company shall not be responsible for the repair or replacement of underground facilities on the Customer's property damaged during the installation of the Company facilities, unless, prior to the Company's construction, the Customer clearly identified and marked the location of such facilities.

The undersigned hereby authorizes Duke Energy to perform this work with necessary labor, facilities and equipment and acknowledges the invoice amount becomes invalid if the signed agreement is not received by Duke Energy on or before 30 days.

Customer Signature

Date: _____

Name (please print or type)

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

Issue Considered: City Clerk Compensation

Date: April 11, 2017

Prepared By: Rebecca C. Haynes, City Clerk

Prepared Through: Wayne Saunders, City Manager

Summary of Issue: At the March 28, 2017 meeting, the City Commission reviewed the Charter office and the compensation level of City Clerk. Subsequent to the discussion, the Commission requested additional information from four local communities in regard to the clerk position. Attached is the information from the Cities of Gulfport, Madeira Beach, Oldsmar and Treasure Island.

The responsibilities of the municipal clerks are very similar and largely governed Florida Statutes, including elections administrator (English and Spanish translations); custodian of official documents and historical records; liaison between elected/appointed officials and the community; provide public records; accurately capture the conduct of official meetings and proceedings; produce minutes; prepare and keep commission and clerk budgets; codify the City Charter, Code of Ordinances, Land Development Code and Comprehensive Plan; compose, advertise and post legal notices and bid documents; maintain City seal; attest to all contracts/agreements; counter-signatory on checks and official documents; record deeds, easements vacation ROWs; and knowledge of and compliance with City Charter, Florida Statutes (elections, public records, Sunshine, legal notices) and general laws governing municipal procedures. One city clerk administered the marketing responsibilities.

Funding: City Clerk Budget #001-5101-512-5120

Requested Motion: "I move to approve/deny City Clerk compensation in the amount of _____."

Attachments: City Charter Provisions
Job Description
Employment Contract
City Clerk Survey

**Reviewed by
City Manager:** 

- **Sec. 3.09. - Commission appointments.**

The city commission shall appoint but not be limited to the following offices:

(a)

City clerk,

(b)

City manager,

(c)

City attorney,

and such other officials that they deem necessary; provided this power to appoint officials shall not be construed to authorize the city commission to make appointments of administrative officials or interfere with the powers granted to the city manager under sections [3.07](#)(a), (b) and [4.04](#)(a), (b) of this Charter. No person shall be appointed to more than one of the aforementioned offices. The duties of these officials shall be as prescribed by the commission.

- **Sec. 4.05. - City clerk.**

As provided in [section 3.09](#), the city commission shall have the sole authority to hire the city clerk, and shall have the sole authority to discipline or discharge the city clerk. The city clerk shall keep and have the care and custody of the books, records, papers, legal documents and journals of proceedings of the city commission and shall carry out such additional duties as may be required by the commission.

General Definition of Work:

Performs difficult and responsible administrative work overseeing the maintenance of official files and records and conducting municipal elections; does related work as required. Supervision is exercised over all department personnel. Work is performed under the general supervision of the City Commissioners as a Charter Officer.

Essential Functions/Typical Tasks:

Attend all regular, special, emergency and workshop meetings of the City Commission and advisory boards; serve as Election Administrator; oversee the records management system; maintain custody of City seal.

(The following tasks are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Serve as secretary to the Mayor and Commissioners, provide Oaths of Office to elected officials
- Serve as Election Administrator: conduct all municipal elections, prepare candidate manual, provide guidance throughout election cycle, process all election forms and candidate reports, prepare and publish legal advertising, coordinate election site and equipment with Pinellas County
- Establish records management program, retention, and destruction of records and documents in accordance with Florida Statutes; prepare records retention schedule per State Archives of Florida; serve as records management liaison
- Prepare and maintain minutes, official records, legal documents, and journals of proceedings of the City Commission
- Prepare and manage the annual budgets for City Commission and City Clerk offices
- Operate audio-visual equipment for public meetings, publish live-stream recordings via the City's website; update and maintain department and election pages of website
- Receive, research, prepare and respond to all public records requests
- Submit adopted ordinances to MuniCode to update Code of Ordinances and Land Development Code
- Prepare and post legal advertising for public hearings, ordinances, resolutions and bid packages; advertise for and conduct bid openings; retain bid documents for archival
- Prepare and post legal notices of Commission and advisory board meetings and Special Magistrate hearings
- Oversee the preparation, reproduction and distribution of agenda packets to boards, staff, civic associations, news media and general public
- Maintain list of elected and appointed officials and employees required by the State of Florida to submit annual financial disclosure statements; provide, receive, and file forms with Supervisor of Elections Office
- Serve as liaison to eleven advisory boards, maintain membership roster, provide Oaths of Office
- Prepare declaration of domicile for residents, serve as Notary Public, maintain municipal seal, perform marriage ceremonies
- Countersign official documents with the Mayor and/or City Manager; serve as authorized person to cosign checks
- Submit deeds, easements, and vacations of City property to County for recordation
- Perform related tasks as required

Knowledge, Skills and Abilities:

Comprehensive knowledge of the City Charter, Sunshine Laws, public records laws, parliamentary procedures, Roberts Rules of Order, general laws and administrative policies governing municipal procedures; thorough knowledge of the operations, functions and scope of authority of City departments; ability to set department goals and make decisions to achieve the objectives; ability to plan and prioritize department workload and meet multiple deadlines; very dependable and highly organized; ability to operate computers, audio-visual and other electronic equipment including knowledge of applicable software packages; ability to conduct legislative and general research, and develop concise reports; ability to communicate effectively both orally and in writing; ability to record and maintain detailed minutes, records and files; ability to establish and maintain effective working relationships with elected and appointed officials, associates, department directors, and the general public.

Education and Experience:

Any combination of education and experience equivalent to graduation from an accredited college with major course work in public administration, business management, secretarial science or related field and considerable experience as a Deputy

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

City Clerk. Must obtain Certified Municipal Clerk (CMC) or Master Municipal Clerk (MMC) designation.

Physical Requirements:

This is sedentary work requiring the exertion of up to 10 pounds of force occasionally and a negligible amount of force frequently or constantly to move objects; work requires crouching, reaching, walking, pushing, fingering, grasping and repetitive motions; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required for preparing and analyzing written or computer data, operation of machines, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is not subject to adverse environmental conditions.

Special Requirements:

Possession of an appropriate driver's license valid in the State of Florida. Certification as a Municipal Clerk. Notary Public license. Availability to work evening hours and varying work schedules.

CITY CLERK EMPLOYMENT CONTRACT

THIS CONTRACT (hereinafter "Contract") is made and entered into on the 12th day of April, 2016 ("Effective Date"), by and between the City of St. Pete Beach, Florida, a Florida municipal corporation, (the "City") and Rebecca C. Haynes, an individual, ("Employee" or "City Clerk") pursuant to the following terms and conditions:

WITNESSETH:

WHEREAS, the City desires to employ the services of Employee as City Clerk as provided by Sec. 3.09 and Article IV of St. Pete Beach City Charter ("City Charter"); and

WHEREAS, Sec. 4.05 of the City Charter gives the city commission sole authority to hire the city clerk, and sole authority to discipline or discharge the city clerk.

WHEREAS, Sec. 4.05 of the City Charter mandates that the city clerk shall keep and have the care and custody of the books, records, papers, legal documents and journals of proceedings of the city commission and shall carry out such additional duties as may be required by the commission; and

WHEREAS, Sec. 2-134 of the City Code of Ordinances establishes that the city commission shall have the sole and exclusive authority to hire, to terminate and to discipline the city clerk; and the city manager shall be entitled to recommend to the city commission that the city clerk be disciplined or terminated; but thereafter, the commission shall determine if it wishes to follow said recommendation; and

WHEREAS, Employee has been employed by the City in the capacity of City Clerk since May 16, 2011 without an Employment Contract between the parties; and

WHEREAS, the City desires to provide certain benefits and to establish certain conditions of Employee's employment; and

WHEREAS, Employee desires to continue employment as City Clerk pursuant to the terms of this Contract.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

The above recitals are true and correct and are incorporated herein by reference. This Contract supersedes any previous Contract that may or may not exist between the Parties whether verbal, oral, implied or in writing.

ARTICLE I
TERMS AND CONDITIONS - THE CITY

1.0 The City agrees as follows:

1.1 The City hereby appoints Employee as its City Clerk to exercise responsibilities and duties consistent with the terms, conditions and covenants of the Personnel Policies and Regulations, and the City Charter. Further, Employee shall be subject to the general direction, supervision and orders and the overall responsibility to the legislative, statutory duties and secretarial support needs of the City Commission, and with collaboration and assistance of the City Manager. Employee agrees to accept appointment as City Clerk and agrees to exercise Employee's best efforts in performing said duties.

1.2 The City will pay and compensate the Employee the sum of \$ 64,417.68 for the first year of this Contract, retroactively to the start of fiscal year 2015-16. Each subsequent year for the term of this Contract, the City Commission and City Manager shall undertake to review the Employee's performance hereunder, no later than September 30th of each year. The City Commission may grant a salary increase that it deems appropriate, following the annual review.

1.3 To provide Employee with the same insurance benefits, educational enrichment benefits, holidays, sickness and other leave benefits, accrual of and taking of paid time off (PTO) benefits, three (3) personal days, disability benefits and pension plan benefits, as established by the City's Personnel Policies, and other management benefit plans for City Department Directors.

1.4 To contribute an amount equivalent to 12% of Employee's salary to Employee's existing 401 Account, or as provided for other City Department Directors.

1.5 That the Employee is not subject to a limitation on PTO hours.

ARTICLE II
TERMS AND CONDITIONS - CITY CLERK

2.0 The Employee agrees as follows:

2.1 To continue employment by the City in the capacity of City Clerk of the City, subject to the overall direction, supervision and orders, and the overall responsibility to the legislative, administrative and statutory duties of the City Commission.

2.2 Notwithstanding the overall legislative, administrative and statutory duties of the City Commission, the parties agree that the City Manager shall have day-to-day supervision of Employee on equal terms as other City Directors. In addition to Employee's responsibilities referenced in 2.1 above, Employee agrees to fulfill the duties and responsibilities expressed in the City Charter and current 'City Clerk' job description, as amended from time to time by mutual consent of the Parties, maintained by the City's Human Resources office. If Employee and City Manager require resolution of opinions regarding Employee's duties as City Clerk, they shall seek

resolution from the City Commission at a public hearing during their respective reports to the City Commission.

2.3 Employee shall fulfill the obligations and responsibilities that are customarily attributed to the position and title of City Clerk, shall perform all of the duties, work services and functions as set forth in the City position description for the position City Clerk and in this Contract. The Employee warrants that she possesses the requisite skills and background to perform as required hereunder.

2.4 The Employee shall coordinate and administer an adequate plan for the control and supervision of the City Clerk's office and shall serve as a City Department Director and perform the customary duties of this office. Employee and City Manager shall collaborate regarding appropriate budgeting of the City Clerk's Office; Employee shall have day-to-day supervision of the Clerk's Office; and the City Manager shall have the authority to hire and terminate staff of the Clerk's Office, after consultation with Employee.

2.5 That the position of City Clerk is not and cannot be an hourly-type employment. Hence, the Employee shall do all things necessary and required to be available to the City to attend various meetings of the City Commission and its various advisory, and charter established boards in addition to all other administrative and employment requirements. The City shall provide a Deputy Clerk to assist the City Clerk in the performance of duties.

ARTICLE III TERM AND TERMINATION

3.0 Notwithstanding the authority granted to the City Commission by the City Charter, this Contract shall be automatically extended on the same terms and same conditions as herein provided for an additional period of one (1) year ("Renewal Term"). The Renewal Term of this Contract shall start on the first day of each fiscal year. Said Contract shall continue thereafter for periods of one (1) year unless either party hereto gives written notice sixty (60) days prior to the expiration of the applicable Renewal Term. Upon mutual written agreement of both parties, the length of the Renewal Term(s) may be modified.

3.1. In the event the Employee elects to voluntarily terminate this Employment Contract prior to the expiration date, Employee shall provide the City with not less than sixty (60) days written notice to the City Commission and City Manager indicating Employee's intention to discontinue employment.

3.2 In the event the City elects to terminate or not renew this Contract for any or no reason prior to the expiration hereof, the City shall pay to the Employee severance pay at an equal amount as other City Department Directors and more specifically expressed in the City's "Personnel Rules and Regulations," to wit "Section 4.04(B): Employees who have served in a position covered by Section 1.01(B) for more than three hundred sixty-five (365) consecutive days whose employment with the City is terminated will, subject to Subsections 4.04(C) and (D), be paid severance pay of one (1) week's pay for each year of continuous employment with the City but not less than eight

(8) weeks nor more than twenty-six weeks.” For purposes of this section, Employee’s employment start date at the City is May 16, 2011.

However, in the event the Employee is terminated because of Employee’s conviction of any illegal act or upon her voluntary resignation then the City shall have no obligation to pay the aggregate severance sum designated in this paragraph. An “illegal act” for purposes of this Contract, shall mean felony or crime involving moral turpitude or dishonesty; upon a finding that Employee committed an ethical violation by a court, administrative proceeding, the State of Florida Ethics Commission, or other body or court of competent jurisdiction; or upon other actions constituting gross misfeasance, malfeasance, gross incompetence, or illegal act involving personal gain in conjunction with Employee’s position as City Clerk.

3.3 In addition to the above, the parties may terminate this Contract at any time and on any agreed basis by mutual consent of both parties provided same is reduced to writing and filed amongst the public records of the City.

ARTICLE IV NOTICE

When any of the parties’ desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for giving notice:

CITY: Mayor and City Council
City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

EMPLOYEE: Rebecca C. Haynes
City Clerk
155 Corey Avenue
St. Pete Beach, FL 33706

ARTICLE V MISCELLANEOUS

5.0 The text herein shall constitute the entire Contract between the parties. This Contract may only be amended in writing signed by both parties.

5.1 Florida Law: This Contract is executed and is to be performed in the State of Florida, and shall be governed by and construed with the laws of the State of Florida. Venue for any legal action shall be set in Pinellas County, Florida.

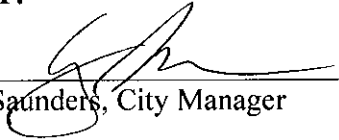
5.2 Litigation: In connection with any litigation arising out of this Contract including any administrative, trial level or appellate proceedings, the prevailing party shall be entitled to recover all costs incurred, including a reasonable attorney fees.

5.3 Severability/Integration: If any clause, section or other part or application of this Contract shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

[Signature page to follow]

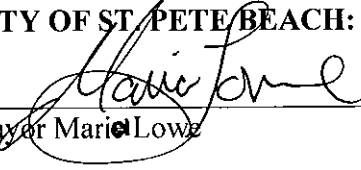
IN WITNESS WHEREOF, we, the parties, have hereunto set our hands and have executed this Contract on the Effective Date.

ATTEST:



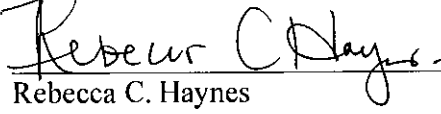
Wayne Saunders, City Manager

CITY OF ST. PETE BEACH:



Mayor Maria Lowe

EMPLOYEE:



Rebecca C. Haynes

Approved as to form:



City Attorney

City Clerk Survey

				Charter	Hire-Term	Number of	Number of	Number of	Number of	Record &	Years in
City	Salary	Population	Office		Supv-Report	Staff - FT	Staff - PT	Boards	Publish Mtg	Office	
Gulfport	\$81,845	12,200	Y		Comm	2	NA	3	IT		8
Madeira Beach	\$73,150	4,380	Y		Comm	2	NA	1	IT		6
Oldsmar	\$71,800	14,170	Y		Comm	4	2	6	IT		6.5
St. Pete Beach	\$66,332	10,000	Y		Comm	2	1	12	IT and CC		6
Treasure Island	\$71,500*	6,875	Y		Comm	1	1	1	IT		10

*Annual payout of vacation time was provided in lieu of raise.

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

Issue Considered: Final reading and Public Hearing of Ordinance 2017-05 amending St. Pete Beach Code of Ordinances, Appendix A - Fees

Date: April 11, 2017

Prepared By: Elaine Edmunds, Administrative Services Director

Summary: The city contracted with Stantec for an analysis of the wastewater connection fees currently being charged by the City. The changes listed below are a result of the analysis. This Ordinance will amend Appendix A – Fees of the City of St. Pete Beach Code of Ordinances, as it relates to Wastewater Connection Fees. The current amounts and the proposed changes are as follows:

<u>Meter Size</u>	<u>5/8 Inch Equivalent</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
5/8 inch	1	\$1,420	\$2,668
1 inch	2.5	\$3,550	\$6,670
1 ½ inch	5	\$7,100	\$13,340
2 inch	8	\$11,360	\$21,344
3 inch	16	\$22,720	\$42,688
4 inch	25	\$35,500	\$66,700
6 inch	50	\$71,000	\$133,400
8 inch	80	N/A	\$213,440

The above table reflects an 88% increase.

Attached is a strike thru/underline version of Appendix A for reference.

Requested Motion: “I move to approve Ordinance 2017-05, amending St. Pete Beach Code of Ordinances, Appendix A – Fees”

Attachment: Ordinance 2017-05
Exhibit “A” - Appendix A (underline/strikethrough version)

Reviewed by:
City Manger: WS

CITY OF ST. PETE BEACH

ORDINANCE NO. 2017-05

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AMENDMENTS TO APPENDIX A OF THE CODE OF ORDINANCES; AMENDING WASTEWATER CONNECTION FEES; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Commission desires to update the schedule of fees and charges outlined in Appendix A of the Code of Ordinances; and

WHEREAS, The City Commission desires to amend certain fees and charges included in Appendix A; and

WHEREAS, The City Commission finds these amendments, deletions and additions to be in the best interest of the citizens of the City of St. Pete Beach

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

Section 1. Appendix A of the Code of Ordinances is hereby amended as illustrated in “Exhibit A”, attached and made a part of this Ordinance.

Section 2. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with this Ordinance.

Section 3. 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 4. This Ordinance shall become effective seven (7) days from the date of adoption.

Mayor Deborah Schechner

FIRST READING: -
PUBLISHED: -
SECOND READING: -
PUBLIC HEARING: -

Attest:

I, Rebecca Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2017.

Rebecca Haynes, City Clerk

“EXHIBIT A”

APPENDIX A - FEE SCHEDULE

This appendix includes fees and charges that do not appear in other sections of the Code of Ordinances.

	Description	Amount
	Chapter 2. Administration	
	Miscellaneous fees	
	Photocopy charges:	
	Per side of page	0.15
	Per two-sided duplicated page	0.20
	Reprint of color photos up to 5" x 7"	3.00
	Reprint of color photos larger than 5"x 7"	Actual cost of duplication
	DVD or CD of meetings	5.00
	Administrative fees:	
	Returned Check fee	25.00
	Credit Card Processing Fee	2.50%
	Notarization of documents, per document	No charge
	Preparation of declaration and notarization of domicile, per preparation	7.00
	Temporary street banners permitted by chapter 122 pertaining to signs:	
	Erection by city employees	184.00
	City civic associations or charitable special events, no fee	
	Certification of city records by city clerk's office (F.S. § 119.07.1(a)), per document	1.00
	Fees for off-duty fire department personnel special detail work per person (minimum three hours)	50.00
	Special event fire vehicle charge per hour per vehicle (minimum three hours)	25.00

	Chapter 10. Amusements and Entertainment	
	Article II. Adult Entertainment Establishments	
	Permit fee for employee of licensed adult entertainment establishment	25.00
	Permit renewal fee for employee of licensed adult entertainment establishment	25.00
	Replacement of lost permit for employee of licensed adult entertainment establishment	25.00
	Adult use business fees:	
	Adult use establishment license; fee for zoning review	375.00
	Adult use establishment nonrefundable license fee	25.00
	Annual licensing regulatory fees for adult entertainment establishments:	
	Adult theater:	
	Having only adult booths, for each booth	450.00
	Having only a hall or auditorium, for each seat	450.00
	Having only an area outdoors designed to permit viewing by customers seated in vehicles, for each parking space	450.00
	Having a combination of two or more of the items listed in subsections (a)(1)a—(1)c of this section, the cumulative license fee applicable to each under subsections (a)(1)a—(1)c of this section	
	Special adult cabaret	450.00
	Adult photographic studio	450.00
	Physical culture establishment	450.00
	Adult bookstore/video store	450.00
	Change of name of adult use establishment	5.00
	Appeal of denial, suspension or revocation of adult entertainment license or permit	25.00
	Plus, deposit for costs of administrative hearing officer	250.00
	Certified mail/postage/handling	
	Per certified letter (depending on the weight of letter)	Time & Material
	Per noncertified letter (depending on the weight of letter)	Time & Material

	Copies, per copy per letter	0.15																														
	Administrative costs for letters of violation/notices of hearing/hearing agenda/hearing minutes per hour for preparation of each of the following documents: Notice of violation letter, notice of hearing letter, agenda, findings of fact letter, minutes, notary fee, lien filing fee, courier service	15.00																														
	Chapter 26. Businesses																															
	Regulatory fee for unlicensed businesses	15.00																														
	Special Event Administrative Regulations and Fees																															
	Event fees																															
	Type IA Event: St. Pete Beach Resident/Business event that does not require site plan review, on-site inspections, other city services, permits from other governmental agencies and are limited to three consecutive days.																															
	Type IB Event: Non-Resident/Business event that does not require site plan review, on-site inspections, other city services, permits from other governmental agencies and are limited to three consecutive days																															
	Type IIA Event: St. Pete Beach Resident/Business event that requires any of the following: site plan review, on-site inspections, other city services or additional permits from other governmental agencies																															
	Type IIB Event: Non-Resident/Business event that requires any of the following: site plan review, on-site inspections, other city services or additional permits from other governmental agencies. Type III Event: Any event that the City Manager or his/her designee determines cannot be permitted as a Type IA, IB, IIA, or IIB due to complexity of event or other impacts of the event. The fee shall be determined following review of the event impact.																															
	Special event fees:																															
	<table><tr><td>Attendance</td><td>Type IA</td><td>TypeIB</td><td>Type IIA</td><td>Type IIB</td><td>Type III</td></tr><tr><td>Up to 249</td><td>\$25.00</td><td>\$50.00</td><td>\$75.00</td><td>\$100.00</td><td>TBD</td></tr><tr><td>250-500</td><td>\$50.00</td><td>\$100.00</td><td>\$250.00</td><td>\$350.00</td><td>TBD</td></tr><tr><td>501-999</td><td>\$75.00</td><td>\$150.00</td><td>\$500.00</td><td>\$650.00</td><td>TBD</td></tr><tr><td>1,000+</td><td>\$100.00</td><td>\$200.00</td><td>\$750.00</td><td>\$1,000.00</td><td>TBD</td></tr></table> Non-Permitted Event Fee - 3 times event fee plus cost incurred by City	Attendance	Type IA	TypeIB	Type IIA	Type IIB	Type III	Up to 249	\$25.00	\$50.00	\$75.00	\$100.00	TBD	250-500	\$50.00	\$100.00	\$250.00	\$350.00	TBD	501-999	\$75.00	\$150.00	\$500.00	\$650.00	TBD	1,000+	\$100.00	\$200.00	\$750.00	\$1,000.00	TBD	
Attendance	Type IA	TypeIB	Type IIA	Type IIB	Type III																											
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	Beach Wedding: St. Pete Beach Resident \$100.00 Non-Resident \$250.00 Beach Wedding with no Commercial support (i.e. no equipment, chairs, etc.) limited to 20 people: St. Pete Beach Resident \$50.00 Non-Resident \$75.00	
	Business permit for fire and other altered goods sale or going out of business sale	
	First 60 days	20.00
	Additional 15 days	5.00
	Chapter 38. Elections	
	Candidate guidebook administrative costs	10.00
	Qualifying fee for position of mayor-commissioner or city commissioner	40.00
	Chapter 42. Emergency Services	
	Article II. Alarm Systems	
	Response to fourth or succeeding false alarm	150.00
	Chapter 46. Environment	
	Article II. Nuisances	
	Lot clearing or mowing by city:	
	Administrative fee	200.00
	Lot mowing charges for vacant or improved lots in an amount equal to the city cost for mowing, in addition to administrative fee in subsection (1) of this section	
	Tree trimming in an amount equal to the city cost for trimming, in addition to administrative fee in subsection (1) of this section	
	Clerical work, secretarial services and all other notification costs at rate equivalent to actual city cost. Attorney's fees equal to actual charge to the city	
	Article III. Junked, Wrecked, Abandoned Property	

	Storage of abandoned or unclaimed property, per day	10.00
	Chapter 50. Library	
	Special, temporary "tourist" card for visitors from outside the Tampa Bay Area	
	Up to 90 days	25.00
	90—180 days	50.00
	Over 180 days	100.00
	Books returned in such condition that they cannot be returned to circulation.	replacement value
	50-3 becomes 50-3-2 50-3 becomes 50-3-3 50-3 becomes 50-3-4	
	Copies from the self-service photocopy machine	0.20
	Print-outs from the public computers, per page	0.20
	Chapter 58. Parks and Recreation	
	Fees and Memberships:	
	Resident daily use (visitor) fees for multi-facilities (gym, arts studio, fitness room)	1.00
	Non-resident daily use (visitor) fees for multi-facilities (gym arts studio, fitness room)	2.00
	Warren Webster	60.00
	Park/pool pavilion	25.00
	All Don Vista Rooms: Mary Nabors, Mary Tracy, Don Vista "A", "B" and "C"	25.00
	Gymnasium	75.00
	Raymond Room	75.00
	Boca Ciega Room (entire floor)	200.00
	½ Boca Ciega Room	100.00
	Balcony Room and Board Room	20.00
	Under the CC Building and Courtyard	60.00
	Friday/Saturday/Sunday rental of Community Center	
	4 hours	

	Standard (Friday & Sunday)	1,000.00
	Premium (Saturday)	1,500.00
	6 hours	
	Standard (Friday & Sunday)	1,500.00
	Premium (Saturday)	2,000.00
	8 hours	
	Standard (Friday & Sunday)	2,000.00
	Premium (Saturday)	2,500.00
	10 or more	
	Standard (Friday & Sunday)	2,500.00
	Premium (Saturday)	3,000.00
	Additional Rental Charges:	
	Pool umbrella—Party rental	25.00
	Staff Cost:	
	Staff (min. two hours)	20.00
	Staff holiday pay (min. two hours)	45.00
	Rental of park property based on the number of anticipated attendees:	
	Residents:	
	50—100	150.00
	101—250	250.00
	251—500	350.00
	Nonresidents:	
	50—100	250.00
	101—250	350.00
	251—500	400.00
	Deposit	50.00—500.00
	Rental deposit for facilities:	
	Under 50 people	100.00
	Over 50 people	500.00
	The resident hourly and time block room rental fees will be ten percent less than the standard fee schedule.	

	Pool (151—180 guest)	200.00
	Additional Rental Charges:	
	Pool Umbrella - Party Rental	25.00
	Staff Cost:	
	Staff (Min. 2 hrs)	20.00
	Staff Holiday pay (Min. 2 hrs)	45.00
	Chapter 62. Peddlers and Solicitors	
	Article II. Commercial Solicitations	
	Solicitation permit fee, per individual, yearly	100.00
	Chapter 78. Taxation	
	Article IV. Business License Tax	
	Business tax license application fee	10.00
	Transfer of business tax license to another person:	
	Transfer of business tax license from one location to another:	
	Not less than	3.00
	Not more than	25.00
	Chapter 82. Traffic and Vehicles	
	Parking decals:	
	Employees of businesses operated on premises only in Pass-a-Grille area and south of 31st Avenue, employees of businesses operated on premises having frontage on Beach Plaza.	25.00
	City resident or nonresident owning property within city	20.00
	Parking permits:	
	Gulf Way and Eighth Avenue area:	Below
	Houses and apartments having street addresses on Gulf Way from First Avenue to 22nd Avenue and Eighth Avenue:	Below

	"A" Permit purchase by record title owner of each unit.	20.00
	On-premises businesses in Pass-a-Grille:	Below
	One-day permits for operators of commercial watersports businesses at Merry Pier, for resale at same price to legitimate customers	4.00
	Gulfwinds Condominium, Friendly Native Condominium and Ramar Apartments and Starlight Towers Condominium:	Below
	"E" Permit Purchase by record title owner of unit, each	20.00
	Hanging meter permits for Pass-a-Grille business owners to be used by customers	35.00 per yr.
	Parking meter rates for coin operated parking meters per hour	2.00
	Parking meter rates for parking pay stations.	2.25 per hour
	Parking meter rates County Park Beach Access parking pay stations.	2.25 per hour
	"C" and "D" Controlled parking residential parking annual permit,	5.00
	"C" and "D" Controlled parking residential temporary parking permit	3.00 per mo.
	Daily parking permits	
	Daily B permit for city metered parking spaces and non-metered city streets requiring, parks and lots requiring B permit (other than County Park)	\$27.00 per day
	Temporary non metered B permit—Must provide proof of owning or residing at an address fronting a city non metered B Permit only zone.	\$3.00 per month
	Temporary one-day non-metered B permit—Must provide proof of owning or residing at an address fronting a city non metered B permit only zone. Cannot be consecutive days.	Up to 20 one-day permits \$3.00
	Storage charge for impounded motor vehicle, per day	35.00
	Chapter 86. Utilities	
	Identification or location of sanitary sewer tap-in	25.00
	Chapter 90. Vehicles for Hire	
	Permit fees for taxicabs and public conveyances:	
	Each vehicle	50.00
	Each driver	10.00

	Driver's permit fee	10.00
	Chapter 94. Waterways	
	Article IV. Water Taxis	
	Fee for water taxi permit, per year	100.00
	Renewal fee, per year	100.00
	Chapter 98. Buildings and Building Regulations	
	General site development/Site plan review-Fire:	
	Plan review (developments less than 15,000 sq. ft. and no higher than three stories in height)	250.00
	Plan review for buildings greater than 15,000 sq. ft. or three stories in height.	350.00
	Re-submittals	100.00
	Building construction:	
	Plan review (developments less than 15,000 sq. ft. and no higher than three stories in height)	250.00
	Plan review for buildings greater than 15,000 sq. ft. or greater than three stories in height.	350.00
	Building four stories or higher add additional fee per floor.	50.00
	Re-submittals	100.00
	Fire protection/Life safety systems:	
	Plan review, inspections and acceptance test	250.00
	Re-submittals	100.00
	Re-inspections and Red tag	50.00
	Fire prevention inspections:	

	Certificate of occupancy inspection	No charge
	Periodic-inspection	50.00
	Business tax inspection (For fire inspection of new occupancy)	50.00
	Hotels	
	- Small (< 15,000 sq. ft.)	100.00
	- Large (> 15,000 sq. ft.)	150.00
	Restaurants (each restaurant within a hotel or business will be charged individually in addition to hotel or business inspection fee)	75.00 (Less than 50) 150.00 (More than 50)
	Apartments, condominiums and transient occupancies buildings	50.00 per floor
	Apartments, condominiums hotels and transient occupancies building four stories or higher add additional fee per floor.	25.00
	Assisted living facilities—Per floor	50.00
	Foster homes	50.00
	Daycares	50.00
	Other (Specialty facilities: [Marina], boat repair, auto repair type facilities and other facilities/business types not covered)	150.00
	Special events—Fire-Permits and inspections:	
	Temporary structure permit	25.00
	Beach fire permit	25.00
	Outdoor cooking permit	25.00
	Fireworks permit—Application fee and site inspection	150.00
	Special events/Temporary use	100.00
	Chapter 106. Flood Control	
	Planning and Zoning Fees	
	Site Plan Review (initial and one revision)	
	Not located In CRD Lot less than 5,000 sq. ft.	\$500.00
	Lot greater than 5,000 sq. ft.	\$1,000.00 plus \$100 for each additional 5,000 sq. ft. or portion thereof

	Each re-submittal review	250.00
	Within CRD:	
	Lot less than 5,000 sq. ft.	\$1,200.00
	Lot greater than 5,000 sq. ft.	\$1,200.00 plus \$125 for each additional 5,000 sq. ft. or portion thereof
	Each re-submittal review	\$350.00
	Zoning Review (where no building permit is required)	\$50.00
	Preliminary Plat	\$500.00 plus direct costs for review
	Final Plat	\$300.00 plus any direct costs and recording fees
	Required Mailing	\$.20 per piece plus associated mailing costs
	Planned Development Review	\$1000.00
	Each re-submittal review	\$125.00
	Temporary Use approval	\$100.00 plus direct mailing costs
	Vacation of Easement/ROW request	\$375.00 plus direct mailing costs
	Conditional Use Permit	\$500.00 plus direct mailing costs
	Conditional Use Permit with Variance Request	\$700.00 plus direct mailing costs

	Conditional Use Permit with Planning Board Review	\$1000.00 plus direct mailing costs
	Administrative Appeal to City Manager	\$250.00
	Administrative Appeal to Special Magistrate	\$500.00
	Concurrency Review	\$75.00 plus Direct costs (includes consulting engineer charges for review of utility capacity, transportation analysis and other required concurrency issues)
	Variance Request	\$500.00 plus direct mailing cost
	Certificate of Appropriateness	\$50.00
	With FEMA Variance	\$100.00 plus direct mailing costs
	Land Development Code Text change	\$800.00 plus direct mailing costs
	Land Development Code Map change	\$2000 plus direct mailing costs
	Comprehensive Plan Amendment (not in CRD)	\$2,500.00 plus direct mailing costs
	Comprehensive Plan Amendment (in CRD)	\$3,000.00 plus direct mailing costs
	Sign Permit	\$25.00 plus building permit fee
	Building Permit Fees	

	Plan Review	½ of Building Permit Fee
	Building Permit Base fee	\$50.00 plus \$16.00 per \$1,000 of project valuation
	Plan Revisions	\$15.00 per sheet
	Certificate of Occupancy	\$100.00
	Conditional Certificate of Occupancy	\$100.00 for each 30 days of portion thereof
	Certificate of Completion	\$100.00
	Permit placard replacement	\$15.00
	Penalty fee for failure to post permit card	\$50.00
	Re-inspection fee	\$50.00
	Stop Work Order	\$100.00
	Permit Extension	\$50.00
	Permit Reinstatement	50% of original permit fee applied to remaining work to be completed
	Transfer of Permit	\$15.00 or 10% of original permit fee whichever is greater
	Commencement of work without permit	3 times permit fee
	Chapter 130. Vegetation	
	Tree removal permit application filing fee	25.00
	Tree removal permit appeal fee	20.00

WASTEWATER CONNECTION FEES

Residential: Single-family, single condominium or single apartment ~~\$1,420~~ \$2,668

Commercial: Fee for commercial structures (other than units) will be based on water meter size.

5/8" or 3/4"	\$1,420	\$2,668
1"	\$3,500	\$6,670
1½"	\$7,100	\$13,340
2"	\$11,360	\$21,344
3"	\$22,720	\$42,688
4"	\$35,500	\$66,700
6"	\$71,000	\$133,400
8"	\$113,600	\$213,440

WASTEWATER USER FEES

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

Residential base rate: \$31.33 for the first 3,000 gallons, or fraction thereof, of potable water used per residential unit.

Residential excess rate: \$10.34 for each 1,000 gallons, or fraction thereof, of potable water used by the customer in excess of the residential base rate.

Commercial base rate: \$31.33 for the first 3,000 gallons, or fraction thereof, of potable water used by the customer.

Commercial excess rate: \$10.34 for each 1,000 gallons, or fraction thereof, of potable water used by the customer in excess of the commercial base rate.

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

Issue Considered: Ordinance No 2017-04 – Traffic and Vehicles

Date: April 11th, 2017

Prepared By: Jennifer Bryla – Community Development Director

Through: Wayne Saunders, City Manager

Summary of Issue: Proposed for your consideration is City-initiated amendment to Chapter 82 of the Code of Ordinances. The changes proposed are in response to concerns regarding seasonal property owners not having their vehicles registered in the state of Florida. Specifically the Ordinance allows residents to obtain a “D” sticker regardless if there car is registered to the owners’ Pass-A-Grille address.

Requested Motion: I move to approve Ordinance No. 2017-04 on first reading as presented. (read title)

Attachments

- (1) **Exhibit B** – Staff Report
- (2) **Exhibit A** – Ordinance 2017-04
- (3) **Exhibit C** - Chapter 82 Code of Ordinances with changes in underline strikethrough

**Reviewed by the
City Manager**

WS

Ordinance 2017-04

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, AMENDING CHAPTER 82, SECTION 82-244 OF DIVISION 4, OF THE CITY OF ST PETE BEACH CODE OF ORDINANCES; AMENDING THE LIMIT OF "D" DECALS PERMITTED FOR PURCHASE FOR VEHICLES REGISTERED TO A "D" PERMITTED ADDRESS; PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach recognizes that parking availability on Pass-A-Grille side streets is limited; and

WHEREAS, the City Commission of the City of St. Pete Beach recognizes that several owners of property in Pass-A-Grille do not reside in the City full time, but have their cars registered in other states; and

WHEREAS, the City Commission encourages the protection of residential neighborhoods and the public health, safety, and welfare of residents and visitors.

WHEREAS, on _____, 2017, the Planning Board conducted a duly noticed public hearing on the proposed Code of Ordinance amendments; and

WHEREAS, on _____, 2017, the City Commission conducted a duly noticed first public hearing on the proposed Code of Ordinance amendments; and

WHEREAS, on _____, 2017, the City Commission conducted a duly noticed second public hearing on the proposed Code of Ordinance amendments and the City Commission approved the amendments.

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

SECTION 1. Recitals. The above recitals are hereby adopted as legislative findings, purpose and intent of the City Commission.

SECTION 2. Sec. 82-244. - "D" residential parking permits is hereby amended as follows:

A controlled parking residential area is hereby established, to include the streets listed in subsections 82-137(a)—(d), generally described as the residential side streets in Pass-a-Grille and the surrounding area.

(1) Any resident of the city, as defined in section 82-1, who resides on ~~and who has a vehicle registered to~~ a "D" street as defined in subsections 82-137(a)—(d) and who

has a vehicle registered in their name shall be allowed to purchase a "D" parking permit for those vehicles, in the form of a decal, for a fee established by resolution of the city commission and listed in appendix A to this Code.

(2) Each dwelling shall also be allowed to purchase two temporary "D" hang tags per month for their visitors, not to exceed three consecutive months.

(3) Temporary "D" hang tags shall be valid for thirty (30) days from the date of purchase~~from the date of purchase to the same date of the next succeeding month~~, and shall not be purchased more than three months in advance. The date of purchase shall be plainly stamped on each permit.

(4) "D" parking decals shall be valid from the date of purchase~~January 1~~ through December 31 of the same~~each~~ year. The purchase price of a parking decal shall not be prorated or reduced if the parking decal is purchased after January 1.

SECTION 3. Conflicts. 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. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 6. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 7. Effective Date. This ordinance shall become effective immediately upon final passage and adoption.

[The remainder of this page is intentionally left blank]

CITY COMMISSION, CITY OF ST. PETE
BEACH, FLORIDA.

Alan Johnson, 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

	St. Pete Beach City Commission 155 Corey Avenue St. Pete Beach, FL 33706 727-367-2735
04/11/2017	
Item Number Ordinance #2017-04 Type of Application Amendment to Chapter 82 of the Code of Ordinances Applicant City of St. Pete Beach Location City wide Project Planner(s) Jennifer Bryla, AICP, Requested Action Recommendation of Approval of Ordinance 2017-04 Staff Recommendation Approval Planning Board 3/21/2017 Recommended Approval 4-0 (Ohlhaber, Shavlan) City Commission First Reading (4/11/2017)	ITEM SUMMARY: The City Commission amended the City's parking Ordinance (Chapter 82 of the Code of Ordinances) in March of 2016. That effort was undertaken in an effort to: 1) More clearly define the different types of parking permits issued by the City; 2) Simplify the posted times of restricted parking areas; and 3) Add application submittal requirements. The City Commission also amended the Chapter 82 in September of 2016 to respond to some things that needed to be addressed regarding the "C" parking areas. This Ordinance continues to respond to resident needs by treating the issuance of "D" parking decals similar to the "B" decals. The code currently recognizes that several of our citizens are residents of other states and as such have they may have their cars registered in other states. The "B" sticker requirement allows for a car to registered somewhere else as long as you have proof of ownership or occupancy of the house. The current "D" sticker criteria requires that all vehicles that obtain a "D" sticker, have their cars registered to that address. This Ordinance allows for the "D" decal criteria to be treated similar to the other decals. 

Findings

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

1. The proposed application is consistent with Florida Statutes.
2. The proposed application is consistent with the Pinellas County Regional Policy Plan.
3. The proposed application is consistent with the St. Pete Beach Comprehensive Plan.
4. The proposed application is consistent with the intent of the LDC.

PUBLIC NOTICE:

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

COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE:

The proposed Ordinance is consistent with the City of St. Pete Beach's Comprehensive Plan, which does not regulate parking or give any guidance as to how parking regulations should be formulated.

The proposed Ordinance is also consistent with the Land Development Code, which regulates the form and location of parking spaces, lots, and structures. Specifically, Division 23 (Off-Street Parking and Loading) provides dimensional standards for parking areas, as well as dictates the number of parking spaces required for each type of use.

The goal of Chapter 82 of the Code of Ordinances is to compliment the regulations provided in Division 23 of the Land Development Code to make sure that business, residences, and visitors all have a place to park without conflict.

PLANNING BOARD:

The Planning Board heard the Ordinance on March 21st, 2017 and recommended approval 4-0 (Ohlhaber, Shavlan)

STAFF RECOMMENDATION:

Upon review of the above guiding documents, staff recommends approval of Ordinance 2017-04 as presented.

Attachments

- (1) **Exhibit A** – Ordinance 2017-04
- (2) **Exhibit B** – Staff Report
- (3) **Exhibit C** – Chapter 82, Code of Ordinances with edits indicated in underline/~~striketrough~~

Chapter 82 - TRAFFIC AND VEHICLES¹¹

Footnotes:

--- (1) ---

Cross reference— Consumption or possession of open containers of alcoholic beverages in public places prohibited, § 6-5; identification of commercial vehicles required, § 26-2; emergency procedures during hurricanes, § 34-1; distribution of handbills restricted, § 46-1; noise regulations, § 46-131 et seq.; motor vehicle noise restrictions, § 46-147; skateboards and motorized vehicles restrictions in parks and recreation areas, § 58-6; streets and sidewalks, ch. 74; skateboarding prohibited, § 74-1; vehicles for hire, ch. 90; permits required for vehicles on the beach, § 94-73.

State Law reference— Municipal Home Rule Powers Act, F.S. ch. 166; Florida Uniform Traffic Control Law, F.S. ch. 316; restrictions on power of municipality to regulate traffic, F.S. §§ 316.006—316.008.

ARTICLE I. - IN GENERAL

Sec. 82-1. - 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:

Commuter vehicle means a motor vehicle parked in a residential area by a person who is not a resident of the designated residential area.

Controlled parking residential area means a contiguous or nearly contiguous area containing streets or parts thereof primarily abutted by property which has a specific residential zone designation on the official zoning map and which is designated for restricted residential parking by the city manager, pursuant to criteria and procedures established in this division.

Dwelling means a room or group of rooms forming a single independent habitable unit used for or intended to be used for living, sleeping, sanitation, cooking, and eating purposes by one family only; for owner occupancy or for lease; and containing independent kitchen, sanitary and sleeping facilities. A dwelling does not include motels, hotels, and other transient accommodation uses.

Resident means a person who owns or leases real property for at least (6) six consecutive months within the city, as evidenced by a form listed in Sec. 82-2.

Residential parking permit means a special permit issued under this division for the privilege of parking on a street designated as a "controlled parking residential area."

Cross reference— Definitions generally, § 1-2.

Sec. 82-2. Requirements for issuance of parking permits.

The following shall be required at the time of issuance:

- (a) A valid driver's license.
- (b) Proof of residency in one of the following forms shall be required for all annual parking permits:
 - (1) Voter Registration Card
 - (2) Real Estate Tax Bill

- (3) Lease Agreement for a period of at least 6 consecutive months within the year of issuance
 - (4) Driver's License with current address
 - (5) Utility Bill with current address
 - (6) Three pieces of mail with current address
- (c) Proof of employment in one of the following forms shall be required for all annual parking permits for employees and owners of businesses in accordance with Sec. 82-202:
- (1) A current paycheck stub with the applicant's name,
 - (2) A letter signed by the owner of the business stating the applicant is currently employed at that location.
 - (3) A current business tax license issued by the City of St. Pete Beach that contains the applicant's name.
- (d) In the event that a resident cannot produce any of the above documents, the resident will immediately be referred to a supervisor who will assist the resident by looking for other possible ways to provide satisfactory proof of residency that may be approved by the Community Development Director.
- (e) Current vehicle registration shall also be required for issuance of all annual parking permits. Hang tags shall be exempt from this requirement.
- (f) Payment in accordance with Appendix A of this Code.

Sec. 82-3. - Penalty.

Except as otherwise provided, anyone violating the provisions of this chapter shall be punished according to the penalties set out in F.S. § 316.655.

(Code 1960, § 24-1; Ord. No. 216, § 10; Code 1983, § 21-4)

Sec. 82-4. - Unattended motor vehicles.

No person driving or in charge of any motor vehicle, except a licensed delivery truck or other delivery vehicle making deliveries, shall permit it to stand unattended without first stopping the engine, locking the ignition and removing the key. No vehicle shall be permitted to stand unattended upon any perceptible grade without stopping the engine and effectively setting the brake thereon.

(Code 1960, § 24-28(a); Ord. No. 216, § 4; Ord. No. 275, § 1; Ord. No. 399, § 2; Code 1983, § 21-22)

State Law reference— Similar provisions, F.S. § 316.1975.

Secs. 82-5—82-29. - Reserved.

ARTICLE II. - SPECIFIC STREET REGULATIONS^[2]

Footnotes:

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Cross reference— Streets and sidewalks, ch. 74.

DIVISION 1. - GENERALLY

Sec. 82-30. - Traffic control devices.

All traffic control devices erected and in place on all city streets within the city as of April 1, 2006 shall be deemed valid for all purposes in the location where the same have been erected, and the violation of any such device by any person shall be deemed a violation of the applicable state control law pertaining to such device.

(Ord. No. 06-14, § 1, 4-25-06)

Sec. 82-31. - One way streets.

The following streets, roadways and avenues shall be designated as one way.

- (1) East Maritana Drive between 35th Avenue and 36th Avenue.
- (2) 22nd Avenue west bound between Gulf Way and Pass-A-Grille Way.
- (3) 16th Avenue west bound between Gulf Way and Pass-A-Grille Way.
- (4) 15th Avenue east bound between Gulf Way and Pass-A-Grille Way.
- (5) 9th Avenue east bound between Gulf Way and Pass-A-Grille Way.
- (6) El Centro south bound between 37th Avenue and 35th Avenue.
- (7) 10th Avenue westbound between Pass-A-Grille Way and Gulf Way.
- (8) Alley between 16th Avenue and 17th Avenue.

(Ord. No. 98-76, § 1, 12-15-98; Ord. No. 99-40, § 1, 8-3-99; Ord. No. 06-16, § 1, 5-9-06; Ord. No. 10-06, § 1, 5-25-10; Ord. No. 10-30, § 1, 9-28-10)

Secs. 82-32—82-60. - Reserved.

DIVISION 2. - SPEED LIMITS^[3]

Footnotes:

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Editor's note—Ord. No. 02-08, § 1, adopted Feb. 19, 2002, repealed former §§ 82-61—82-65, which pertained to posting; fifteen miles per hour; twenty miles per hour; twenty-five miles per hour; thirty-five miles per hour. Section 2 of said ordinance enacted provisions designated as § 82-61 to read as herein set out. See the Code Comparative Table.

State Law reference— Speed limits generally, F.S. §§ 316.183—316.1906; municipal authority as to speed limits, F.S. §§ 316.007, 316.008(1)(j), 316.189.

Sec. 82-61. - Speed limits.

- (a) The applicable speed limit for all city streets within the city shall be 30 miles per hour for all commercial areas and 25 miles per hour for all residential areas, unless otherwise provided by ordinance.
- (b) Notwithstanding subsection (a) hereof, the following speed limits shall be applicable on the following city streets:

20 mph:	
Gulf Way	From 1st Avenue to 22nd Avenue
44th Avenue	From Gulf Boulevard to Poinsettia Drive
41st Avenue	From Belle Vista Drive to Poinsettia Drive
Belle Vista Drive	From 39th Avenue to Oleander Way

- (c) The city manager shall post appropriate speed limit signs that meet the requirements of state law for all speed limits established in this section. All speed limits in effect at the time of adoption of this section shall remain effective unless amended hereby or hereafter by ordinance. It shall be unlawful for any person to exceed any speed limit established under this section.

(Ord. No. 02-08, § 2, 2-19-02; Ord. No. 06-14, § 2, 4-25-06)

Secs. 82-62—82-94. - Reserved.

DIVISION 3. - WEIGHT LIMITS

Sec. 82-95. - 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:

Bus means any vehicle designed or operated for the transportation of persons, other than an ordinary automobile, station wagon, camper, motor home, truck as defined in this section or van with a capacity of carrying persons, rather than property, provided, further, that the carrying of luggage is not consistent with this definition.

Bus route means certain streets, as designated in this division, over and along which buses shall operate within the city during designated hours.

Deviating truck means any truck in the restricted vehicle classification which travels over a street other than a designated truck route.

Truck means any vehicle designed for the transportation of property in the following classifications:

- (1) Unrestricted vehicles (light/medium trucks) means pickups, vans and panels with a maximum length of 21 feet and a maximum gross vehicle weight (GVW) of 8,000 pounds and single-unit, single-rear-axle trucks with a maximum length of 35 feet and a maximum GVW of 35,000 pounds.
- (2) Restricted vehicles (heavy trucks) means single-unit, multi-rear-axle trucks with a maximum length of 40 feet and a maximum GVW of 60,000 pounds, including dumptrucks and concrete mixers, and all tractor-trailer and semitrailer combinations with a maximum length of 55 feet and a maximum GVW of 80,000 pounds.

Truck route means certain streets, as designated in this division, over and along which trucks in the restricted vehicle classification shall operate within the city during designated hours.

(Code 1960, § 24-7; Ord. No. 273, §§ 1—4; Ord. No. 294, § 1; Ord. No. 313, §§ 1—3; Ord. No. 82-49, § 1; Code 1983, § 21-3(a))

Cross reference— Definitions generally, § 1-2.

Sec. 82-96. - Truck routes and bus routes established; map.

There is established within the city a system of truck routes and bus routes as shown on a map on file in the office of the city clerk. Streets indicated as truck routes on the map, and no others, shall be used for truck traffic. The streets indicated as bus routes on the map, and no others, shall be used for bus traffic.

(Code 1960, § 24-7; Ord. No. 273, §§ 1—4; Ord. No. 294, § 1; Ord. No. 313, §§ 1—3; Ord. No. 82-49, § 1; Code 1983, § 21-3(b))

Sec. 82-97. - Posting of truck and bus routes; signs.

For the purpose of this division, the city manager shall cause truck routes to be clearly posted and shall cause bus routes to be clearly posted. The city manager is authorized to install appropriate signs along designated roadways to control truck operations and to control bus operations, in accordance with this division. Signs will conform to those shown in the Manual of Uniform Traffic Control Devices, and their use shall be as designated therein.

(Code 1960, § 24-7; Ord. No. 273, §§ 1—4; Ord. No. 294, § 1; Ord. No. 313, §§ 1—3; Ord. No. 82-49, § 1; Code 1983, § 21-3(f))

Sec. 82-98. - Enforcement; penalties.

Any person who shall violate this division shall be subject, upon conviction, to fine or imprisonment as provided in section 1-14. Such moneys, excluding those previously committed, shall be held in trust by the city for use in signing and for physical improvements to the city and to maintain facilities on the truck route system and on the bus route system.

(Code 1960, § 24-7; Ord. No. 273, §§ 1—4; Ord. No. 294, § 1; Ord. No. 313, §§ 1—3; Ord. No. 82-49, § 1; Code 1983, § 21-3(g))

Sec. 82-99. - Observance of truck routes and bus routes; exceptions.

- (a) All buses and all trucks in the restricted vehicles classification within the city shall be operated only over and along the bus routes and truck routes established pursuant to section 82-96.
- (b) This division shall not prohibit operation on streets of destination if authorized truck routes and bus routes are used until reaching the intersection nearest the destination point and such destination is proven upon request through possession of a valid and current delivery ticket or other dispatch order.
- (c) Authorized emergency vehicles are exempt from this division.
- (d) Detoured trucks on an officially established detour, if such trucks could lawfully be operated upon the street for which the detour is established, are exempted from this division.

(Code 1960, § 24-7; Ord. No. 273, §§ 1—4; Ord. No. 294, § 1; Ord. No. 313, §§ 1—3; Ord. No. 82-49, § 1; Code 1983, § 21-3(c))

Sec. 82-100. - Manner of utilization of bus routes and truck routes.

- (a) Bus traffic and truck traffic of outside origin. Bus traffic and truck traffic of outside origin shall be subject to the following:
 - (1) Inside destination point. All restricted buses and trucks entering the city for a destination point in the city shall proceed only over an established bus or truck route and shall deviate only at the intersection with the street upon which the traffic is permitted, nearest the destination point. Upon leaving the destination point, a deviating truck or bus shall return to the truck route by the shortest permissible route.
 - (2) Multiple inside destination points. All restricted buses and restricted trucks entering the city for multiple destination points shall proceed only over established bus routes or truck routes and shall deviate only at the intersection with the street upon which bus traffic or truck traffic is permitted, nearest the first destination point. Upon leaving the first destination point, a deviating truck or deviating bus shall proceed to other destination points by the shortest direction and only over truck routes or bus routes. Upon leaving the last destination point, a deviating truck or deviating bus shall return to the truck route or the bus route by the shortest permissible route.
- (b) Truck traffic or bus traffic of inside origin. Truck traffic or bus traffic of inside origin shall be subject to the following:
 - (1) Outside destination point. All restricted trucks or restricted buses on a trip originating in the city and travelling in the city for a destination point outside the city shall proceed to the nearest intersection of a designated bus route or a designated truck route and travel from that point to the city limits only over designated truck routes or designated bus routes.
 - (2) Inside designated points. All restricted buses or restricted trucks on a trip originating in the city and traveling in the city for destination points in the city shall proceed only over designated truck routes or designated bus routes.

(Code 1960, § 24-7; Ord. No. 273, §§ 1—4; Ord. No. 294, § 1; Ord. No. 313, §§ 1—3; Ord. No. 82-49, § 1; Code 1983, § 21-3(d))

Sec. 82-101. - Hours of operation; time of day restrictions.

Trucks and buses shall be able to travel upon truck routes or bus routes at all hours of the day unless duly authorized signs are installed limiting the hours of use on a particular street or portion of a street for either buses or trucks. Those streets which are designated as partially restricted bus routes or

truck routes shall be off limits to trucks or buses in the restricted classification during the hours of 6:00 p.m. to 6:00 a.m. Any restricted truck or restricted bus attempting to utilize a partially restricted truck route or partially restricted bus route during a restricted time period shall be regarded as a deviating truck or as a deviating bus.

(Code 1960, § 24-7; Ord. No. 273, §§ 1—4; Ord. No. 294, § 1; Ord. No. 313, §§ 1—3; Ord. No. 82-49, § 1; Code 1983, § 21-3(e))

Secs. 82-102—82-130. - Reserved.

ARTICLE III. - STOPPING, STANDING AND PARKING^[4]

Footnotes:

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Cross reference— Streets and sidewalks, ch. 74.

State Law reference— Municipal authority relative to stopping, standing and parking, F.S. §§ 316.007, 316.008(1)(a); stopping, standing and parking generally, F.S. §§ 316.1945—316.1967.

DIVISION 1. - GENERALLY

Sec. 82-131. - Parking at Don Vista Community Center.

- (a) The parking lot at the Don Vista Community Center shall be used for parking only by permit issued to persons who are using the community center. Persons not having a permit and using the community center are prohibited from parking in the center's parking lot.
- (b) The city shall post signs which provide, in some manner or form, that the parking lot at the Don Vista Community Center is reserved for parking for a vehicle whose operator has a permit and is using the community center. The signs may also provide for no parking for persons not using the community center.

(Code 1960, § 24-35; Ord. No. 341, §§ 1—3; Code 1983, § 21-21)

Sec. 82-132. - Special restrictions for buses and taxicabs.

The operator of a bus, including a tour bus of any kind, nature or description, wherein passengers are carried through the city or a taxicab shall not stop, stand or park upon any street in any district at any place or at any time other than at a bus stop or taxicab stand, respectively. However, this section shall not prevent the operator of any such vehicle from temporarily stopping in accordance with other stopping, standing or parking regulations at any place for the purpose of and while engaging in the expeditious unloading or loading of passengers.

(Code 1960, § 24-28(b); Ord. No. 216, § 4; Ord. No. 275, § 1; Ord. No. 399, § 2; Code 1983, § 21-23)

Sec. 82-133. - Parking on unimproved property.

- (a) It shall be unlawful for any person to park any motor vehicle on the unimproved property of another person where such property has been posted with a notice prohibiting parking. Any person who parks any motor vehicle on the unimproved property of another person shall have the burden of proving that permission or consent therefor has been granted, either by the owner of the property or by the city manager.
- (b) Penalties for violation of subsection (a) of this section shall be assessed in accordance with section 1-14.

(Code 1983, § 21-29; Ord. No. 84-35, §§ 1, 2, 7-17-84)

Sec. 82-134. - Parking within marked parking stalls.

- (a) Parking restrictions. The following shall apply wherever the city has provided marked parking stalls, either upon city streets or upon city-maintained parking areas, except as provided in subsection (b) of this section:
 - (1) All vehicles shall only be permitted to park within the marked stalls which have been provided on such streets or parking areas.
 - (2) No vehicle shall be entitled to be parked in more than one stall at any one time, unless its overall length is greater than the length of one stall.
 - (3) A vehicle must be parked with all of its wheels inside the parked stall unless, due to overall length as provided in subsection (a)(2) of this section, the vehicle's overall length is greater than the overall length of the provided stall.
 - (4) Only two vehicles shall be parked within a single stall at any one time.
 - a. When the stall is metered parking, only a single meter fee is required; however, both occupants shall be responsible to ensure that the meter fee is paid.
 - b. This subsection shall apply to both parallel and diagonal parking stalls.
 - (5) The city manager may waive the restrictions of this section in order to allow permitted special events or under such other circumstances as are deemed appropriate in the sole discretion of the city manager.
- (b) Exceptions. The city maintains a municipal boatramp situated at West Maritana and Casablanca, in the area between 30th and 35th Avenues, where the city has marked single vehicle parking stalls and installed metered parking. The restrictions provided in subsection (a) of this section shall not be applicable to metered stalls situated in this area for vehicles towing an attached boat trailer. One vehicle with attached boat trailer may occupy two marked parking stalls and pay only a single meter fee subject to the following:
 - (1) The vehicle and trailer are physically connected in the manner normally used for towing.
 - (2) The vehicle and the trailer occupy no more than two adjacent parking stalls.
 - (3) The regular meter fee shall be paid into the meter installed where the motor vehicle is parked. When the owner or operator of a motor vehicle with a boat trailer in tow complies with subsections (b)(1) and (2) of this section, no additional simultaneous meter fee would be required for the meter serving the stall occupied by the boat trailer.
 - (4) This exception shall apply only to parallel parking stalls.

(Code 1983, § 21-30; Ord. No. 84-60, §§ 1, 2, 12-18-84; Ord. No. 90-11, § 1, 6-19-90)

Sec. 82-135. - Parking in commercial district.

- (a) For the purpose of this section, the commercial business area is defined as Eighth Avenue in its entirety, east to west.
- (b) It shall be unlawful to park any vehicle between the hours of 8:00 a.m. and 8:00 p.m. on any day in any commercial business area for a period of longer than two hours where signs are officially posted. However, the city manager shall be authorized to further limit, restrict or prohibit parking within this area by the posting of official signs. The changing of the parked position of a vehicle from one parking space directly to another parking space within either side of the same street or roadway shall be deemed one continuous parking period. Vehicles displaying a valid "D" pursuant to section 82-239 of this chapter, city code permits are exempt from the limit of two hours.
- (c) The parking of any vehicle longer than the legal period of time as posted on official signs shall be unlawful and a violation of this section. No person shall cause, allow, permit or suffer any motor vehicle to be parked beyond the lawful or legal period of time permitted by subsection (a) of this section.

(Code 1983, § 21-31; Ord. No. 87-25, § 1, 7-21-87; Ord. No. 12-08, § 1, 5-22-12)

Sec. 82-136. - Parking of boats, campers and recreational and commercial vehicles on city rights-of-way.

The parking of boats, trailers, campers, recreational vehicles, commercial vehicles and trucks in excess of one ton cab weight shall be prohibited on any city rights-of-way between the hours of 12:00 midnight and 6:00 a.m. The city manager may waive this prohibition on a temporary basis where it is determined that such waiver is necessary.

(Code 1983, § 21-31; Ord. No. 95-34, § 1, 8-15-95; Ord. No. 03-14, § 1, 8-19-03)

Sec. 82-137. - Posted restricted parking zones.

- (a) The following city streets shall require a "D" permit for parking from 8:00 a.m. to 8:00 p.m. every on one side of the street, as designated on the city parking maps:

1st Avenue between Gulf Way and Pass A Grille Way;

12th Avenue thru 14th Avenue between Gulf Way and Pass A Grille Way;

17th Avenue thru 20th Avenue between Gulf way and Pass A Grille Way;

22nd Avenue between Gulf Way and Pass A Grille Way;

25th Avenue between Sunset Way and Pass A Grille Way;

27th Avenue thru 30th Avenue between Sunset way and Pass A Grille Way;

37th Avenue between Gulf Blvd. and El Centro;

Sunset Way between 23rd Avenue and 24th Avenue;

Sunset Way between 28th Avenue and 30th Avenue;

1st Avenue West between 31st Avenue and 32nd Avenue;

32nd Avenue between Sunset Way and the beach;

Casablanca Avenue at Cabrillo Avenue;

West Maritana Drive between Alahambra Street and South Maritana Drive;

South Maritana Drive between West Maritana Drive and Granada Street;

Alahambra Street between West Maritana and West Debazan Avenue;

West Debazen Avenue between East Debazen and South Maritana;

Debazen Avenue between Casablanca and Alahambra Street;

East Debazen between Alahambra Street and South Debazen Avenue;

Alfanzo Street between West Maritana Drive and West Debazen Avenue;

Granada Street between East Debazen Avenue and East Maritana Drive;

Barcelona Street between Debazen Avenue and East Maritana Drive;

Beach Plaza between 70th Avenue and 71st Avenue; and

Pass-A-Grille Way between 7th Avenue and 3rd Avenue;

18 parking spaces on the west side of Beach Plaza between 70th Avenue and 71st Avenue.

- (b) The following city streets shall require a "D" permit for parking from 8:00 a.m. to 8:00 p.m. every day on each side of the street, as designated on the city parking maps:

2nd Avenue to 5th Avenue;

Sunset Way between 24th Avenue and 25th Avenue;

Sunset Way between 22nd Avenue and 23rd Avenue;

32nd Avenue between 1st Street West and the beach; and

One parking space on the west side of Casablanca Avenue at Cabrillo Avenue.

- (c) The following city streets shall require a "D" permit for parking at any time every day on one side of the street, as designated on the city parking maps:

10th Avenue between Gulf Way and the alley before Pass-A-Grille Way;

11th Avenue between Gulf Way and Pass-A-Grille Way;

21st Avenue between Gulf Way and Pass-A-Grille Way;

23rd Avenue between Sunset Way and Pass-A-Grille Way; and

4 parking spaces on the south side of West Maritana Drive east of Casablanca Avenue;

36th Avenue between Gulf Boulevard and East Maritana Drive;

Casablanca Avenue between 37th Avenue and Pinellas Bayway;

East Maritana Drive between 37th Avenue and Pinellas Bayway.

- (d) The following city streets shall require a "D" permit for parking at any time every day on each side of the street, as designated on the city parking maps:

6th Avenue between Gulf Way and Pass-A-Grille Way; and

7th Avenue between Gulf Way and Pass-A-Grille Way.

- (e) The following city streets shall require a "B" permit for parking at any time every day on each side of the street, as designated on the city parking maps:

42nd Avenue between Belle Vista Drive and Poinsettia Drive; and

43rd Avenue between Belle Vista Drive and Moody Street.

- (f) The following city streets shall require a "B" permit for parking from 8:00 a.m. to 8:00 p.m. every day on one side of the street, as designated on the city parking maps:

18 parking spaces on the west side of Beach Plaza between 70th Avenue and 71st Avenue.

- (g) The following city streets shall require an "E" permit for parking from 8:00 a.m. to 8:00 p.m. every day on one side of the street, as designated on the city parking maps:

67th Avenue between Beach Plaza and Sunset Way; and

70th Avenue between Gulf Boulevard and Sunset Way; and

18 parking spaces on the west side of Beach Plaza between 70th Avenue and 71st Avenue.

- (h) The following city streets shall require an "E" permit for parking from 8:00 a.m. to 8:00 p.m. every day on each side of the street, as designated on the city parking maps:

68th Avenue to 70th Avenue between Beach Plaza and Sunset Way.

Beach Plaza between 70th Avenue and 71st Avenue

- (i) Parking in the locations designated on the following city streets shall be limited to thirty (30) minutes, as designated on the city parking maps:

3 parking spaces on the west side Pass-A-Grille Way south from 9th Avenue;

3 parking spaces on the north side of 10th Avenue west from Pass-A-Grille Way;

1 parking space on the east side of the 800 block of Gulf Way;

1 parking space on the east side of 1300 block of Gulf Way;

1 parking space on the south side of 26th Avenue west of Pass-A-Grille Way;

3 parking spaces on the north side of 32nd Avenue west of Pass-A-Grille Way; and the north side of the Don Vista Center.

- (j) Parking on each side of the following city street shall be limited to two (2) hours, between the hours of 8:00 a.m. and 6:00 p.m. every day, as designated on the city parking maps:

8th Avenue between Gulf Way and Pass-A-Grille Way. Vehicles displaying a valid "D" Permit are exempt from the limit of two hours.

- (k) Parking in the main Don Vista Center parking lot shall be prohibited unless an event is scheduled by the City at the Don Vista Center.

- (l) Parking on the west side of Gulf Way between 9th Avenue and 10th Avenue shall be limited to employees of the public concession stand at the beach.

- (m) Parking on one side of the following city streets shall be prohibited at any time, as designated on the city parking maps:

1st Avenue between Gulf Way and Pass-A-Grille Way;

10th Avenue to 22nd Avenue between Gulf Way and Pass-A-Grille Way;

23rd Avenue to 30th Avenue between Sunset Way and Pass-A-Grille Way;

32nd Avenue between 1st Street West and Pass-A-Grille Way;

El Centro at the Don Vista Center;

West Maritana Drive between Alahambra Street and South Maritana Drive;

South Maritana Drive between West Maritana Drive and Granada Street;

Alahambra Street between West Maritana and West Debazen Avenue;

West Debazen Avenue between East Debazen and South Maritana;

Debazen Avenue between Casablanca and Alahambra Street;

East Debazen between Alahambra Street and South Debazen Avenue;

Alfonzo Street between West Maritana Drive and West Debazen Avenue;

Granada Street between East Debazen Avenue and East Maritana Drive;

Barcelona Street between Debazen Avenue and East Maritana Drive;

Casablanca Avenue between 37th Avenue and Pinellas Bayway;

East Maritana Drive between 37th Avenue and Pinellas Bayway;

Belle Vista Drive between 41st Avenue and Belle Vista Drive East;

36th Avenue between El Centro and East Maritana Drive;

41st Avenue between Belle Vista Drive and Poinsettia Drive;

46th Avenue between Gulf Boulevard and the east end of Lido Park;

49th Avenue;

51st Avenue between Gulf Boulevard and the beach;

51st Avenue between Gulf Boulevard and the east end;

55th Avenue between Aloha Drive and Leilani Drive;

Boca Ciega Isle Drive at the entrance;

58th Avenue between Gulf Boulevard and 2nd Street East;

64th Avenue between Gulf Winds Drive and 430 64th Avenue;

Gulf Winds Drive between 2nd St. East and 71st Avenue;

64th Avenue to 73rd Avenue between Sunset Way and Gulf Boulevard;

Sunset Way between 23rd Avenue and 24th Avenue;

Sunset Way between 25th Avenue and 26th Avenue;

Sunset Way between 29th Avenue and 30th Avenue;

Sunset Way between 64th Avenue and 67th Avenue;

1st Street West between 31st Avenue and 32nd Avenue;

Casablanca Avenue between 37th Avenue and Cabrillo Avenue;

78th Avenue to 87th Avenue between Blind Pass Road and Boca Ciega Drive; and Corey Circle.

- (n) Parking on each side of the following city streets shall be prohibited at any time, as designated on the city parking maps:

Pass-A-Grille Way between 13th Avenue and 32nd Avenue;

14th Avenue to 20th Avenue between Pass-A-Grille Way and the east end;

30th Avenue between Sunset Way and the beach;

31st Avenue between Sunset Way and Pass-A-Grille Way;

2nd Street West;

Cabrillo Avenue;

West Maritana Drive between Casablanca Avenue and Alahambra Street;

Belle Vista Drive between 44th Avenue and 41st Avenue;

37th Avenue between Gulf Blvd. and east Maritana;

44th Avenue between Gulf Boulevard and Moody Street;

45th Avenue between Gulf Boulevard and 2nd Street East;

Lido Drive between 1st Street East and 2nd Street East

Punta Vista Drive;

Boca Ciega Isle Drive between Plaza Way and 520 Boca Ciega Isle Drive;

52nd Avenue between Gulf Boulevard and the beach;

55th Avenue between Gulf Boulevard and Aloha Drive;

Aloha Drive;

59th Avenue between Gulf Boulevard and Bimini Way;

Gulf Winds Drive between 2nd St. East and Gulf Blvd.;

64th Avenue between 1st Palm Point Street and 425 64th Avenue;

64th Avenue between Gulf Blvd. and Gulf Winds Drive;

67th Avenue between Gulf Blvd. and Gulf Winds Drive;

Sunset Way between 70th Avenue and 71st Avenue;

1st Street East between Lido Drive and 45th Avenue;

2nd St. East between Lido Drive and 45th Avenue;

2nd St. East between 60th Avenue and Gulf Winds Drive.

- (o) Parking on one side of the following city streets shall be limited to the time for which payment of the parking fee has been made, between the hours of 8:00 a.m. and 8:00 p.m. every day, as designated on the city parking maps:

Pass-A-Grille Way between 1st Avenue and 7th Avenue;

Casablanca Avenue between Pinellas Bayway and Cabrillo Avenue;

51st Avenue between Gulf Boulevard and the beach;

67th Avenue between Beach Plaza and Sunset Way;

Sunset Way between 68th Avenue and 70th Avenue;

Gulf Winds Drive between 64th Avenue and 2nd St. East;

64th Avenue between Gulf Blvd. and Sunset Way;

Sunset Way between 64th Avenue and 66th Avenue;

66th Avenue between Gulf Blvd. and Sunset Way.

- (p) Parking on each side of the following city streets shall be limited to the time for which payment of the parking fee has been made, between the hours of 8:00 a.m. and 8:00 p.m. every day, as designated on the city parking maps:

Gulf Way;

Pass-A-Grille Way between 7th Avenue and 12th Avenue unless otherwise posted; and

Beach Plaza between 67th Avenue and 70th Avenue.

- (q) Parking on the north side of 10th Avenue between Gulf Way and Pass-A-Grille Way shall require a "D" permit for parking at any time every day, or shall be limited to patrons of the museum, unless otherwise posted, as designated on the city parking maps.

- (r) Parking on the following city streets and parking lots shall be limited as hereafter designated, as shown on the city parking maps:

Lazarillo Park-Parking shall be for park users only;

Lido Park-45th Avenue Lot-Parking shall be for park users only;

Lido Park-46th Avenue Lot-Parking shall be for park users only, with the exception of four parking spaces designated "B" Permit Required from 8:00 a.m. to 8:00 p.m.;

Don Boat Ramp-"D" Permit or "B" Permit required with attached boat trailer, or any vehicle with attached boat trailer subject to payment of designated parking fee from 8:00 a.m. to 8:00 p.m.;

County Park-Parking is subject to payment of designated parking fee at any time.

44th Avenue Parking Lot-Five parking spaces designated "B", "D", or "E" Permit required; Two parking spaces designated "B" Permit Required "3" hour limit; One parking space designated "3" hour limit.

Ron McKenney Park-Parking shall be for park users only;

Sunset Park - "B" Permit required from 8:00 a.m. to 8:00 p.m. on the waterfront side;

Egan Park/Captiva Circle

North side: No parking

East side: Two waterfront parking spaces designated "Car parking only 24 hour limit"; 16 waterfront parking spaces designated "Vehicle with attached boat trailer only" and subject to payment of designated parking fee at anytime. Parking fee and vehicle with boat trailer attached restriction waived during adult softball games for the six southernmost waterfront spaces.

South Side-East end of Captiva Circle: Four parking spaces designated "No vehicle with boat trailer attached parking at anytime." South Side of Captiva Circle-Designated "No Parking Anytime."

Egan Park gravel parking lot-"B" permit required for Vehicle with attached boat trailer."

Don Vista Parking Lot

South side: Don Vista parking only, and

North side: 15 spaces, Don Vista parking only.

- (s) Parking in the locations designated on the following city streets shall be limited to 15 minutes, as designated on the city parking maps:

Corey Avenue parking spaces directly in front of the Post Office.

- (t) The following city streets shall require a "B" permit for parking from 9:00 a.m. to 5:00 p.m. Saturdays, Sundays and holidays on one side of the street, as designated on the city parking maps:

Gulf Winds Drive between 64th Avenue and Bay St;

64th Avenue between Gulf Winds Drive and First Palm Point.

- (u) The following city streets shall require a "B" permit for parking from 9:00 a.m. to 9:00 p.m. Saturdays, Sundays and holidays on each side of the street, as designated on the city parking maps:

64th Avenue between 425 64th Avenue and the east end of 64th Avenue;

67th Avenue between Gulf Winds Drive and Bay St;

Bay St. between Gulf Winds Drive and 64th Avenue;

First through Fourth Palm Points Streets.

(Ord. No. 07-18, § 1, 6-12-07; Ord. No. 07-35, §§ 1—8, 10-23-07; Ord. No. 08-43, §§ 1—3, 12-16-08; Ord. No. 09-08, §§ 1, 2, 5-26-09; Ord. No. 10-07, §§ 1—5, 5-25-10; Ord. No. 10-19, §§ 1—3, 7-27-10; Ord. No. 11-02, § 1, 1-25-11; Ord. No. 11-11, § 1, 4-26-11; Ord. No. 12-07, §§ 1—7, 5-22-12; Ord. No. 12-09, § 1, 6-26-12; Ord. No. 14-03, § 1, 4-22-14; Ord. 14-07, §§ 1—4, 9-10-14; Ord. No. 15-03, § 11, 5-26-15)

Secs. 82-138—82-165. - Reserved.

DIVISION 2. - ENFORCEMENT

Sec. 82-166. - Separate offenses for overtime or prohibited parking.

Any overtime parking or parking prohibited violation shall constitute a separate offense for every two hours that the motor vehicle remains in violation of such parking regulation. Any officer may ticket a motor vehicle parked in violation of this article or other city parking ordinances for each successive two-hour violation.

(Code 1960, § 24-28(d); Ord. No. 216, § 4; Ord. No. 275, § 1; Ord. No. 399, § 2; Code 1983, § 21-24)

Sec. 82-167. - Notice on illegally parked vehicle.

- (a) Whenever any motor vehicle without driver is found parked, stopped or standing in violation of any of the restrictions imposed by ordinance, the officer finding such vehicle shall take its registration number and may take any other information displayed on the vehicle which may identify its user. The officer shall conspicuously affix to such vehicle a traffic citation or notice in writing for the driver to answer the charge within such time specified on the traffic citation or notice and at such place as designated on the traffic citation or notice.
- (b) Any person issued a parking ticket by an officer shall be deemed to be charged with a noncriminal violation and shall comply with the directions on the ticket. A civil penalty in the amount set forth in section 82-171 of this chapter shall be imposed against the person issued the ticket. If payment is not received or a response to the ticket is not made within the time period specified on the ticket, the city shall notify the registered owner of the vehicle which was cited, by mail to the address given on the motor vehicle registration, of the ticket. Mailing the notice to this address shall constitute notification. Upon notification, the registered owner shall comply with the city's directive. Any person who fails to satisfy the city's directive shall be deemed to waive the right to pay the applicable civil penalty. Notwithstanding the foregoing, the city may take any action deemed necessary to collect any outstanding civil penalties against any person, in any manner allowed by law. The city manager or his/her designee may dismiss parking citations under certain extenuating circumstances. These circumstances may include, but are not limited to, an improperly displayed permit or meter receipt when a valid permit or receipt is later produced, disabled vehicle, verified official city business, ambulance transport, Sheriff's department undercover vehicles, utility service providers, or verified meter malfunction.
- (c) Any person who elects to appear before a designated official to present evidence shall be deemed to have waived his right to pay the civil penalty provisions of the ticket. The official, after a hearing, shall make a determination as to whether a parking violation has been committed and may impose a civil penalty not to exceed \$100.00 plus court costs. Any person who fails to pay the civil penalty within the time allowed by the court shall be deemed to have been convicted of a parking ticket violation, and the court shall take appropriate measures to enforce collection of the fine.

(Code 1960, §§ 24-28(c), 24-29; Ord. No. 216, §§ 4, 5; Ord. No. 275, § 1; Ord. No. 399, § 2; Ord. No. 80-35, § 1; Code 1983, § 21-25; Ord. No. 85-25, § 1, 5-7-85; Ord. No. 2004-27, § 1, 11-23-04)

State Law reference— Parking tickets, F.S. §§ 316.1967, 316.650.

Sec. 82-168. - Evidentiary presumption.

- (a) In any prosecution charging a violation of any section of this article or any ordinance governing the stopping, standing, parking or operating of a vehicle, proof that the particular vehicle described in the complaint was parked or operated in violation of any such ordinance or regulation, together with proof that the defendant named in the complaint was at the time of such parking or operating the registered owner of such vehicle, shall constitute in evidence a prima facie presumption that the registered owner of such vehicle was the person who stopped, stood, parked or operated such vehicle at the point where and for the time during which such violation occurred.
- (b) The owner of a vehicle is responsible and liable for payment of any parking ticket violation unless the owner can furnish evidence that the vehicle was, at the time of the parking violation, in the care, custody, or control of another person. In such instances, the owner of the vehicle is required, within a reasonable time after notification of the parking violation, to furnish to the city an affidavit setting forth the name, address, and driver's license number of the person who leased, rented or otherwise had the care, custody or control of the vehicle. The affidavit submitted pursuant to this subsection shall be admissible in a proceeding charging a parking ticket violation and shall raise the rebuttable presumption that the person identified in the affidavit is responsible for payment of the parking ticket violation. The owner of a vehicle is not responsible for a parking ticket violation if the vehicle involved was, at the time, stolen or in the care, custody or control of some person who did not have permission of the owner to use the vehicle.

(Code 1960, § 24-30; Ord. No. 216, § 6; Code 1983, § 21-26)

State Law reference— Similar provisions, F.S. § 316.1967(1).

Sec. 82-169. - Parking violation hearings.

- (a) A hearing may be requested by the person receiving a citation under this division of the cited vehicle's registered owner for the purpose of presenting evidence before a traffic hearing officer concerning an alleged parking violation. Any person requesting a hearing shall execute a statement on a form prepared by the city indicating his or her willingness to appear at such hearing at a time and place specified thereon. If a hearing is not requested, in writing, within 15 days of the issuance of the citation, the right to a hearing shall be deemed waived and no further hearing on the violation shall be required. The city commission shall designate one or more hearing officers from time to time to conduct hearings as provided herein. Said hearing officers shall be attorneys, members in good standing of the Florida Bar and shall have been practicing law in the State of Florida for at least five years.
- (b) All hearings under this section shall be conducted insofar as practical in accordance with the Florida Evidence Code. However, the general nature of the hearing shall be conducted in an informal manner. All irrelevant, immaterial or unduly repetitious evidence shall be excluded, but all other evidence of a type commonly relied upon by reasonable and prudent persons in the conduct of their affairs shall be admissible whether or not such evidence would be admissible in a trial in the courts of Florida. Any part of the evidence may be received in written form and all testimony of parties and witnesses shall be made under oath. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding, unless it would be admissible over objection in civil actions. Any interested party or person may make application and upon good cause shown may be allowed by the hearing officer, in the reasonable exercise of such officer's discretion, to intervene in a pending proceeding. At the conclusion of the hearing, the hearing officer may dismiss the citation or issue an appropriate fine in accordance with this division. All orders shall be in writing and shall be signed and dated by the hearing officer. Such fine may be collected by the city in any manner allowable by law. An order of the hearing officer may be appealed by any party receiving an adverse ruling by filing a petition for writ of certiorari in the circuit court within 30 calendar days from the date the order was issued.

(Code 1960, § 24-31; Ord. No. 216, § 7; Code 1983, § 21-28; Ord. No. 04-27, § 2, 11-23-04)

Sec. 82-170. - Notice of excessive parking violations to state.

The clerk of the court or the traffic violations bureau shall supply the state department of highway safety and motor vehicles with a magnetically encoded computer tape reel or cartridge or send by other electronic means data which is machine readable by the installed computer system at the department, listing persons who have three or more outstanding parking violations, including violations of F.S. § 316.1955 or F.S. § 316.1956. The state department of highway safety and motor vehicles shall mark the appropriate registration records of persons so reported. The provisions of F.S. § 320.03(8) shall apply to each person whose name appears on such list.

State Law reference— Authority to adopt, F.S. § 316.1967(6).

Sec. 82-171. - Fines for violations.

The following fines shall be charged for certain parking violations:

		After 15 days
(1) Overtime parking	\$30.00	\$45.00
(2) Improper parking	\$30.00	\$45.00
(3) Double parking	\$40.00	\$55.00
(4) No parking zone	\$30.00	\$45.00
(5) Motor running, unattended	\$30.00	\$45.00
(6) Keys in ignition	\$30.00	\$45.00
(7) Other	\$30.00	\$45.00
(8) Parking for space reserved for disabled persons:	\$255.00	\$270.00
(9) Parking in front of fire hydrant:	\$100.00	\$115.00
(10) Parking on streets or lots restricted to specific permit parking:	\$40.00	\$55.00

(Code 1960, § 24-28.1; Ord. No. 409, § 1; Ord. No. 82-43, § 1; Code 1983, § 21-27; Ord. No. 84-41, § 1, 9-5-84; Ord. No. 84-59, § 1, 12-4-84; Ord. No. 85-35, § 1, 8-6-85; Ord. No. 86-14, § 1, 6-3-86; Ord. No. 86-49, § 1, 10-21-86; Ord. No. 99-45, § 1, 8-17-99; Ord. No. 01-40, § 1, 11-20-01; Ord. No. 09-27, § 1, 10-27-09; Ord. No. 11-27, § 1, 9-27-11)

State Law reference— Parking in space reserved for disabled person, F.S. §§ 316.1955, 316.1956.

Secs. 82-172—82-200. - Reserved.

DIVISION 3. - METERED PARKING

Sec. 82-201. - Time limits.

When parking meters are erected on any public thoroughfare giving notice thereof, no person shall stop, stand or park a vehicle in any metered parking zone for a period of time longer than designated by the parking meters upon the deposit of a coin of United States currency of the designated denomination.

(Code 1960, § 24-27; Ord. No. 216, § 3; Code 1983, § 21-41(a); Ord. No. 85-47, § 1, 9-17-85)

Sec. 82-202. – “B” parking decals.

- (a) “B” parking decals, exempting the holder from parking meter fees, may be issued to the following persons:
- (1) Any resident of the city, as defined in Sec. 82-1, or nonresident owning property within the city may purchase a parking decal for a fee established by resolution of the city commission and listed in appendix A to this Code.
 - (2) City employees, board members and volunteers shall be provided with one free parking decal for their personal use by the city manager. Non-resident city employees may purchase one additional decal at the resident rate.
- (b) Not more than two parking decals shall be issued per dwelling, as defined in Sec. 82-1, for any class of persons described in subsection (a) of this section. Decals shall not be transferrable.
- (c) Parking decals shall be valid from January 1 through December 31 of each year. The purchase price of a parking decal shall not be prorated or reduced if the parking decal is purchased after January 1.
- (d) The city manager shall establish rules and regulations regarding the use of parking decals.
- (e) Each owner and full-time or part-time employee of on-premise businesses located on a street south of 31st Avenue or located on Beach Plaza shall be permitted to purchase one (1) parking decal with valid proof of employment or ownership in a form listed in Sec. 82-2.

(Ord. No. 82-32, §§ 1—4; Ord. No. 83-15; Code 1983, § 21-43; Ord. No. 85-60, § 1, 12-3-85; Ord. No. 95-42, § 1, 10-17-95; Ord. No. 03-05, § 1, 2-18-03)

State Law reference— User fee authorized, F.S. § 166.201.

Sec. 82-203. - Parking permits.

(a) Gulf Way and Eighth Avenue. "A" hang tag permits may be issued for Gulf Way and Eighth Avenue as follows:

- (1) Each owner of real property legally used as a residence or lodging in Pass-a-Grille, which abuts a street upon which the city has installed parking meters along the frontage of that real property or Eighth Avenue is entitled to purchase a permit exempting the holder thereof from the payment of parking meter fees anywhere within the Pass-a-Grille area.
- (2) Incorporated by reference in this subsection is exhibit B to this section, which is on file in the city clerk's office, which is a survey of "permits needed" for houses and apartments having street addresses on Gulf Way from First Avenue to 22nd Avenue and Eighth Avenue. Each owner of real property as set forth in exhibit B shall be entitled to purchase, at a cost established by resolution of the city and listed in appendix A to this Code, the following:
 - a. A number of permits equal to one-half of the number of the indicated "permits needed" per house or apartment.
 - b. Additional permits up to the total number of units.
 - c. If a street address has only one unit, a permit may be purchased for that unit.
 - d. Notwithstanding the provisions of exhibit B as cited above, each property on Gulf Way is entitled to a minimum of two permits.
- (3) Each property that qualifies under this subsection shall be authorized to receive as many permits as are necessary to meet the off-street parking requirements required by Division 23 of the Land Development Code.
- (4) These permits shall be controlled in such a way to restrict their use only to the property owners and bona fide guests residing on the property subject to receipt of the permits.
- (5) Permits shall be valid for the period from January 1 through December 31 of each year or any part thereof. Permits shall be renewed annually, and the city official administering this subsection shall maintain books and records on the collection of fees and issuance of permits.
- (6) Only vehicles displaying a permit obtained under this subsection shall be exempt from parking meter fees in the areas designated by this subsection. Vehicles displaying the permits issued under this subsection shall be entitled to park without payment of meter fees at parking metered spaces within Pass-a-Grille only.
- (7) The city may adopt reasonable rules and regulations necessary for the administration and enforcement of this subsection and may amend the survey referred to in subsection (a)(2) of this section from time to time as may be necessary or appropriate.
- (b) Vehicles utilized by persons attending services at the Pass-a-Grille Community Church shall be exempt from parking meter fees on 16th Avenue in Pass-a-Grille on Sundays between the hours of 7:00 a.m. and 1:00 p.m., and at such other times as specifically authorized by the city manager.

The Pass-a-Grille Community Church may also purchase temporary "B" hang tags at the cost of \$2.00 per permit. These permits shall exempt persons attending services at the Pass-a-Grille Community Church from parking fees at meters on Sundays between the hours of 7:00 a.m. and 1:00 p.m.

Permits shall be valid for the period from January 1 through December 31 of each year or any part thereof. Only vehicles displaying a permit obtained under this subsection shall be exempt

from parking meter fees at metered spaces and shall be valid at parking meters between First Avenue and Twenty-First Avenue.

- (c) "B" Hang Tag Permits for watersport businesses at Merry Pier. Operators of commercial watersports business, who possess a current and valid occupational license for such business at the Merry Pier, may purchase one-day parking permits from the city for resale at the same price to their legitimate customers. The cost of the permits shall be established by resolution of the city commission and is listed in appendix A to this Code. Proper display of such permit will only exempt the permit holder from payment of parking meter fees in Pass-a-Grille when engaged in a commercial watersport through a vendor at the Merry Pier for the date which appears on the face of the permit. The parking permit must be properly displayed.
- (d) "E" Hang Tag Permits for Gulfwinds Condominium, Friendly Native Condominium and Ramar Apartments and Starlight Towers Condominium. Parking permits for Gulfwinds Condominium, Friendly Native Condominium, Ramar Apartments and Starlight Towers Condominium shall be obtained as follows:
 - (1) Issuance of permits shall be subject to the following:
 - a. The record title owner of a condominium unit at the Gulfwinds Condominium or Friendly Native Condominium or the lessee under written lease with a term of not less than one year for a unit at the Gulfwinds Condominium, Friendly Native Condominium, Ramar Apartments, or Starlite Towers Condominium may purchase one permit per each bedroom of the unit exempting the holder thereof from the payment of parking meter fees within the Upham Beach Area and shall allow the holder to park within spaces marked "B permit parking only" anywhere within the Upham Beach area, defined as the following: 6700-6900 Sunset Way; 6700-7000 Beach Plaza; 67th, 68th, 69th & 70th Avenues.
 - (2) The record title owner of a unit entitled to issuance of permits under this subsection may purchase permits at a cost established by resolution of the city commission and listed in appendix A to this Code.
 - (3) The holder of a permit shall allow it to be used only by himself or by his bona fide guests.
 - (4) Permits shall be valid for the period from January 1 through December 31 of each year. The purchase price shall not be prorated.
 - (5) The city may adopt reasonable rules and regulations deemed necessary for the administration and the enforcement of this subsection.
 - (6) The parking spaces which are marked 'B permit parking only' shall be restricted to the use by appropriate holders of the permits issued under this subsection between the hours of 8:00 a.m. and 8:00 p.m. every day.
 - (7) Any person who violates this subsection shall be penalized pursuant to section 1-14 relating to violations of city ordinances and relating to violations of persons illegally parked. Additionally, vehicles improperly parked may be towed and stored at the expense of the owner.
- (e) "B" Hang Tag Permits for Pass-a-Grille businesses: Business owners with valid occupational licenses in the Pass-a-Grille area will be permitted to purchase two hang tag permits per year. These permits will be used by patrons of the businesses only during actual business hours. Fees for such permits are provided for in Appendix A Fee Schedule.

(Code 1960, § 2-27.1; Ord. No. 427, §§ 1—4; Code 1983, § 21-44; Ord. No. 84-38, §§ 1—3, 9-18-84; Ord. No. 85-3, §§ 1—3, 2-5-85; Ord. No. 85-18, §§ 1—3, 4-16-85; Ord. No. 85-41, § 1, 8-20-85; Ord. No. 85-58, § 1, 12-3-85; Ord. No. 86-3, § 1, 3-4-86; Ord. No. 86-17, § 1, 6-17-86; Ord. No. 86-32, § 1, 8-19-86; Ord. No. 87-6, § 1, 3-3-87; Ord. No. 88-28, § 1, 7-19-88; Ord. No. 90-23, § 1, 9-18-90; Ord. No. 91-14, § 1, 6-4-91; Ord. No. 94-36, § 1, 9-6-94; Ord. No. 97-24, § 1, 9-16-97; Ord. No. 03-05, § 2, 2-18-03; Ord. No. 09-28, § 1, 10-27-09)

State Law reference— User fees authorized, F.S. § 166.201.

Sec. 82-204. - Waiver on Gulf Way and west side of Beach Plaza.

The city manager is authorized to waive the prohibition against parking at meters between 9:00 p.m. and 7:00 a.m. along Gulf Way and the west side of Beach Plaza when the city manager determines that such waiver is necessary to carry out a nonprofit civic or charitable event.

(Code 1983, § 21-45; Ord. No. 85-38, § 1, 8-20-85)

Sec. 82-205. - Rates generally.

Parking meter rates charged at all city parking meters shall be established by resolution of the city commission and are listed in appendix A to this Code.

(Code 1960, § 24-26; Ord. No. 80-36, § 2; Code 1983, § 21-42; Ord. No. 85-19, § 1, 5-7-85; Ord. No. 90-23, § 1, 9-18-90)

State Law reference— User fees authorized. F.S. § 166.201; exemption for certain vehicles transporting handicapped persons, F.S. § 316.1964.

Sec. 82-206. - Use of U.S. coins; damaging meters.

It is unlawful for any person to deposit or attempt to deposit in any parking meter anything other than a lawful coin of the United States or any coin that is bent, cut, torn, battered or otherwise misshaped. It is unlawful for any unauthorized person to remove, deface, tamper with, open, willfully break, destroy or damage any parking meter, and no person shall willfully manipulate any parking meter in such a manner that the indicator will fail to show the correct amount of unexpired time before a violation.

(Code 1960, § 24-27; Ord. No. 216, § 3; Code 1983, § 21-41(c); Ord. No. 85-47, § 1, 9-17-85)

Sec. 82-207. - Manner of parking vehicle.

Every vehicle shall be parked wholly within the metered parking space for which the meter shows parking privilege has been granted and with the front end of such vehicle immediately opposite the parking meter for such space.

(Code 1960, § 24-27; Ord. No. 216, § 3; Code 1983, § 21-41(b); Ord. No. 85-47, § 1, 9-17-85)

Sec. 82-208. - Free parking for special events.

The city commission may, by resolution, allow free parking at any or all of the metered parking spaces during special events or special occasions. The allowing of free parking for one special event or special occasion shall not constitute precedence for allowing free parking at any other time or for any other reason.

(Code 1960, § 24-27; Ord. No. 216, § 3; Code 1983, § 21-41(d); Ord. No. 85-47, § 1, 9-17-85)

Secs. 82-209—82-235. - Reserved.

DIVISION 4. - RESIDENTIAL PARKING PERMITS

(Code 1983, § 21-47; Ord. No. 84-44, § 2, 9-5-84; Ord. No. 95-41, § 1, 10-17-95)

Sec. 82-237. - Findings of fact; declaration of public interest.

The city commission finds and declares that:

- (1) It is in the best interests of the residents of the city to reduce vehicular congestion on residential streets and to facilitate the efficient movement of traffic by providing for residential parking preference during certain hours of the day, within certain areas of the city which meet the criteria set forth in this division;
- (2) Residential permit parking regulation is necessary to promote the health, safety and welfare of the residents of the city by providing adequate parking spaces adjacent to or close by the places of residence of such residents;
- (3) It is in the public interest to:
 - a. Reduce hazardous traffic conditions resulting from the use of streets located within congested residential areas for the parking of vehicles by persons using such residential areas to gain access primarily to the sand beaches, but also to other places;
 - b. Protect those areas from excessive noise;
 - c. Protect the residents of those areas from unreasonable burdens in gaining access to their residences;
 - d. Preserve the character of those areas as residential districts;
 - e. Promote efficiency in the maintenance of these streets in a clean and safe condition;
 - f. Preserve the value of the property in those areas;
 - g. Preserve the safety of children and other pedestrians; and
 - h. Promote traffic safety, clean air and the comfort, health, convenience and welfare of the inhabitants of the city.

(Code 1983, § 21-46; Ord. No. 84-44, § 1, 9-5-84)

Sec. 82-238. - Penalties.

Whoever violates this division shall be penalized pursuant to section 1-14 relating to violation of city ordinances, and persons illegally parked pursuant this division shall be fined in the manner provided in this chapter for illegal parking and their vehicles may be towed and stored at the owner's expense.

(Code 1983, § 21-53; Ord. No. 84-44, § 8, 9-5-84)

Sec. 82-239. - Designation of controlled parking residential areas.

The city manager is authorized to designate "controlled parking residential areas" by appropriate signs and the recording thereof on an appropriate city map or plat in which the parking of vehicles may be restricted on public streets at certain times during the day only to vehicles bearing a valid residential parking permit issued pursuant to this division. This authority shall be in addition to any other authority of the city to regulate the times and conditions of motor vehicles parking on public streets.

(Code 1983, § 21-48; Ord. No. 84-44, § 3, 9-5-84)

Sec. 82-240. - Eligibility and criteria for establishment of controlled parking residential areas.

- (a) A residentially zoned area shall be deemed eligible for designation as a controlled parking residential area for residential permit parking if parking therein is impacted by commuter vehicles during any hours of any day.
- (b) The following objective criteria are established to be used in evaluating the need for restricted parking in a residentially zoned area in accordance with this section. For an area, however big or small, to be eligible for residential permit parking, that area must meet the following criteria:
 - (1) During any period of the day, the number of vehicles legally or illegally parked or standing on the streets in the area is equal to 50 percent or more of the legal on-street parking capacity of the area. For purposes of this criterion, a legal parking space shall be 20 linear feet, measured parallel to the curb or pavement edge.
 - (2) During the same period as in subsection (b)(1) of this section, 25 percent or more of the vehicles parking or standing on the streets in the area are not registered in the name of persons residing in the area. For purposes of this criterion, the latest available information from the state department of highway safety and motor vehicles regarding registration of motor vehicles shall be used.
 - (3) In determining whether an area identified as impacted and eligible for residential permit parking shall be designated as a controlled parking residential area, the following factors shall be considered:
 - a. The local needs with respect to clean air and environment in residential areas.
 - b. The possibility of a reduction in total vehicle miles driven in the city.
 - c. The likelihood of alleviating traffic congestion, illegal parking and related health and safety hazards.
 - d. The proximity of public transportation to the residential area.
 - e. The desire and need of the residents for residential permit parking.
 - f. The need for parking regulation to maintain the residential character of the neighborhoods.

(Code 1983, § 21-49; Ord. No. 84-44, § 4, 9-5-84; Ord. No. 91-10, § 1, 5-7-91)

Sec. 82-241. - Procedure for determining controlled parking residential areas.

- (a) In order to determine whether a particular area should be designated as a controlled parking residential area, the city commission can request or the city manager may conduct, upon his own initiative or upon a petition of a majority of the households on a proposed residential block addressed to the city manager, a study to determine if the proposed area meets the criteria set forth in section 82-240. Following the study, the city manager shall determine whether to designate the proposed area under consideration as a controlled parking residential area or to remove the designation of a previously established controlled parking residential area. The city commission may also request the city manager to designate an area as a controlled parking residential area based upon a study previously conducted, if the criteria set forth in section 82-240 are met.

- (b) If the city manager finds the criteria to designate have been met in a controlled parking residential area during the hours between 9:00 a.m. and 5:00 p.m., he shall cause the regulation to be recorded upon an appropriate map of the city and retained permanently in the office of the city clerk. If the city manager finds the criteria to designate have been met in a controlled parking residential area between the hours of 5:00 p.m. and 9:00 a.m., the findings shall be submitted to the city commission for approval by resolution, and the city manager shall then cause the regulation to be recorded upon an appropriate map of the city and retained permanently in the office of the city clerk. In addition, the city manager shall cause parking signs to be erected upon public streets in the area, indicating the times, locations and conditions upon which parking shall be by permit only. When an area has been approved, designated and posted as a controlled parking residential area, it shall be unlawful and a violation of this section to park a vehicle in an area restricted to decal parking only, without having a valid residential parking permit displayed according to the administrative regulations.

(Code 1983, § 21-50; Ord. No. 84-44, § 5, 9-5-84; Ord. No. 85-59, § 1, 12-3-85; Ord. No. 91-10, § 1, 5-7-91)

Sec. 82-242. - Special parking permits.

- (a) Following the official designation of a controlled parking residential area, the city, through the Sheriff's department, shall issue appropriate residential parking permits. A permit shall be issued only to the owner or operator of a motor vehicle who resides in the controlled parking residential area.

(Code 1983, § 21-51; Ord. No. 84-44, § 6, 9-5-84; Ord. No. 87-23, § 1, 7-7-87)

Sec. 82-243. - Privileges and restrictions on permits.

- (a) The holder of a residential parking permit shall be permitted to stand or park a motor vehicle displaying the permit and operated by him in any designated residential controlled parking area during such times and places as the parking of motor vehicles therein is permitted. While a vehicle for which a residential parking permit has been issued is so parked, such permit shall be permanently affixed on the left rear bumper of the vehicle. A residential parking permit shall not guarantee or reserve to the holder of the permit a parking space within a designated controlled parking residential area.
- (b) A residential parking permit shall not authorize the holder to stand or park a motor vehicle in such places or during such times as the stopping, standing or parking of a motor vehicle is prohibited or set aside for specified types of vehicles, nor shall it exempt the holder from the observance of any traffic regulation within the controlled parking residential area.
- (c) No person, other than the permittee named on the permit, shall use the residential parking permit or display it on a vehicle operated or parked, and any such use or display by a person other than the permittee shall constitute a violation of this division by the permittee and by the person who so used or displayed such parking permit.
- (d) It shall constitute a violation of this division for any person to falsely represent himself as eligible for a residential parking permit or to furnish any false information to obtain a residential parking permit.
- (e) The city, is authorized to revoke the residential parking permit of any permittee found to be in violation of this division and, upon written notification thereof, the permittee shall surrender such permit to the city. Failure, when so requested, to surrender a residential parking permit so revoked shall constitute a violation of this division.
- (f) Any permit issued under this division is nontransferable to another person or another vehicle.

- (g) The city, is authorized to adopt rules for the issuance of temporary parking permits to bona fide visitors and commercial service vehicles of residents of a designated controlled parking residential area. The fee for a temporary parking permit shall be established by resolution of the city commission and is listed in appendix A to this Code.
- (h) The city shall be authorized to adopt all reasonable rules and regulations necessary for the enforcement and administration of this division, including rules and regulations providing for specific time and day parking restrictions.

(Code 1983, § 21-52; Ord. No. 84-44, § 7, 9-5-84)

Sec. 82-244. – “D” residential parking permits.

- (a) A controlled parking residential area is hereby established, to include the streets listed in Sec. 82-137, generally described as the residential side streets in Pass-a-Grille and the surrounding area.
 - (1) Any resident of the city, as defined in section 82-1, who resides on ~~and who has a vehicle registered to a "D" street as defined in subsections 82-137(a)–(d) and who has a vehicle registered in their name~~ shall be allowed to purchase a "D" parking permit for those vehicles, in the form of a decal, for a fee established by resolution of the city commission and listed in appendix A to this Code.
 - (2) Each dwelling shall also be allowed to purchase two temporary “D” hang tags per month for their visitors, not to exceed 3 consecutive months.
 - (3) Temporary “D” hang tags shall be valid for thirty (30) days from the date of purchase from the date of purchase to the same date of the next succeeding month, and shall not be purchased more than three months in advance. The date of purchase shall be plainly stamped on each permit.
 - (4) “D” parking decals shall be valid from the date of purchase January 1 through December 31 of the same each year. The purchase price of a parking decal shall not be prorated or reduced if the parking decal is purchased after January 1.

Sec. 82-245. – “C” residential parking permits.

- (a) A controlled parking residential area is hereby established, to include the streets listed in Sec. 82-137(v), generally described as the residential side streets on East Maritana Drive and Casablanca Avenue between 37th Avenue and Pinellas Bayway.
 - (1) Any resident of the city, as defined in Sec. 82-1, who resides on and who has a vehicle registered to a “C” street as defined in Sec. 82-137(v) shall be allowed to purchase a “C” parking permit, in the form of a decal, for a fee established by resolution of the city commission and listed in appendix A to this Code.
 - (2) “C” parking decals shall be valid from January 1 through December 31 of each year. The purchase price of a parking decal shall not be prorated or reduced if the parking decal is purchased after January 1.
 - (3) Each dwelling shall also be allowed to purchase two temporary “C” hang tags per month for their visitors, not to exceed 3 consecutive months.

- (4) "C" hang tags shall be valid from the date of purchase to the same date of the next succeeding month, and shall not be purchased more than three months in advance. The date of purchase shall be plainly stamped on each permit.

Secs. 82-246—82-259. - Reserved.

DIVISION 5. - GENERAL PARKING PERMITS

Sec. 82-260. - Metered and non metered parking space permits.

The city manager shall be authorized to issue daily or monthly parking permits, which shall authorize the parking of a motor vehicle without the payment of meter fees at any city metered parking space except the "county beach access lot" or any non metered city parking space requiring the display of a "B" permit on the date(s) indicated on the permit. A "metered parking space" means any parking space for which payment is required by a parking meter or parking pay station. In order for the permit to be valid, it must be displayed prominently in the driver-side front window and be visible to the city enforcement officer. The fee for said permit shall be as provided in appendix A to this Code.

(Ord. No. 99-48, § 1, 9-7-99; Ord. No. 12-11, § 1, 7-24-12)

Editor's note— Ord. No. 12-11, § 1, adopted July 24, 2012, changed the title of § 82-260 from day parking permits to Metered and non metered parking space permits.

Secs. 82-261—82-270. - Reserved.

ARTICLE IV. - IMPOUNDMENT OF CERTAIN VEHICLES

Sec. 82-271. - Authorized.

- (a) Members of the Sheriff's department are authorized to remove a vehicle from the public property or a right-of-way to a place of impoundment maintained or contracted by the city when:
- (1) Any illegally parked vehicle is left unattended and constitutes an obstruction to traffic or a hazard to the public.
 - (2) Any illegally parked vehicle constitutes an obstruction to traffic or a hazard to the public and the person in charge of the vehicle, being present, refuses or fails to reasonably correct the situation by safely moving or having the vehicle safely moved.
 - (3) Any vehicle is illegally parked in an area clearly posted "tow away zone" in such a way that it is clear that the penalty for illegal parking is towing and impoundment of the vehicle.
 - (4) A vehicle is found in unsafe condition or without current registration tag or license plate.
 - (5) Removal is necessary in the interest of public safety because of fire, flood, storm or other emergency.
 - (6) The operator of any vehicle is taken into custody by the Sheriff's department and such vehicle would thereby be left unattended.

- (7) The person in charge of any vehicle is incapacitated to such an extent as to be unable to provide for its custody or removal.
- (8) Any vehicle is wrecked, dismantled, or inoperative.
- (b) When any vehicle has been left continuously parked and unmoved for a period of seven days, it may be presumed that such vehicle is being stored on public property, provided that such vehicle does not bear a current vehicle registration and valid city parking permit, showing an address immediately adjacent to the location where the vehicle is parked. Such storage is prohibited, and the vehicle may be impounded. The Sheriff's department shall place a parking citation charging "vehicle stored on public property—will be impounded after 24 hours," on the vehicle for a period of 24 hours prior to actual impoundment.

(Code 1960, § 24-32(a); Ord. No. 216, § 8; Ord. No. 276, § 1; Ord. No. 398, § 1; Ord. No. 80-14, § 1; Ord. No. 83-37, § 1; Code 1983, § 21-56; Ord. No. 88-2, 2-2-88; Ord. No. 91-44, § 1, 1-7-92)

State Law reference— Similar provisions, F.S. § 316.194.

Sec. 82-272. - Notice.

- (a) Whenever an officer removes a vehicle as authorized in this article and the officer knows or is able to ascertain the name and address of the owner of the vehicle, such officer shall immediately give or cause to be given notice in writing to such owner of the fact of such removal and the reasons therefor and of the place to which such vehicle has been removed. If any such vehicle is stored in an authorized garage, a copy of such notice shall be given to the proprietor of such garage.
- (b) Whenever an officer removes a vehicle under this article, the officer shall within 24 hours send or cause to be sent a report of such removal by electronic communication to the department of highway safety and motor vehicles and shall notify the proprietor of any authorized garage in which the vehicle may be stored. Such notice shall include a complete description of the vehicle, the date, time and place from which removed, the reasons for such removal, and the name of the garage or place where the vehicle is stored.

(Code 1960, § 24-33; Ord. No. 216, § 9; Code 1983, § 21-57)

Cross reference— Streets and sidewalks, ch. 74.

State Law reference— Reporting of unclaimed vehicles, F.S. § 715.05.

Sec. 82-273. - Fees.

There shall be levied a storage charge upon all motor vehicles impounded by the city and stored by the city on city-owned property. The fee shall be in an amount established by resolution of the city commission and listed in appendix A to this Code. In addition, a towing charge shall be levied on such vehicle.

(Code 1960, § 24-34(a); Ord. No. 268, § 1; Code 1983, § 21-58)

Sec. 82-274. - Release.

No vehicle impounded in an authorized garage as provided in this article shall be released therefrom until the charges for towing such vehicle into the garage and storage charges have been paid. The

charge for towing or removal of any such vehicle and storage charges shall be fixed by the city commission. Such charges shall be based upon a computation of all actual expenses entering into the current cost of such services. Such charges shall be posted for public inspection in the traffic violations bureau and in any authorized garage.

(Code 1960, § 24-32(b); Ord. No. 216, § 8; Ord. No. 276, § 1; Ord. No. 398, § 1; Ord. No. 80-14, § 1; Code 1983, § 21-59)

Editor's note— The towing charge is established pursuant to a contract between the city and a private wrecker company.

Sec. 82-275. - Sale of impounded vehicles.

- (a) If the owner of a motor vehicle impounded pursuant to this article fails or refuses to pay the towing or storage charge within 30 days of making claim to such property, title to such property shall vest in the city. The city may, after giving public notice, hold an auction in front of a municipal building. The city shall sell the motor vehicle to the highest bidder and thereafter shall apply the proceeds of the sale toward the indebtedness due to the city.
- (b) The city shall be entitled to hold a public auction in order to sell the motor vehicle at any time after 90 days has passed from the date that the motor vehicle was first impounded and stored on city-owned property as provided in F.S. § 705.104.

(Code 1960, § 24-34; Ord. No. 268, §§ 2, 3; Code 1983, § 21-60; Ord. No. 85-23, § 1, 5-7-85)

State Law reference— Procedure for abandoned or lost property, F.S. §§ 705.103, 705.104.

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

Issue Considered: Chamber of Commerce Sign and what could be considered off-premise signage.

Date: April 11, 2017

Prepared By: Jennifer Bryla, AICP

Through: Wayne Saunders, City Manager *WS*

Summary of Issue: At the direction of the City Commission, a discussion was scheduled to talk about the chamber of commerce sign and if it would be considered off-premise signage.

The LDC Sec. 26.4.a lists “Billboards; off-site signs” as prohibited types of signage in all zoning districts in the City.

The LDC further defines billboards in Sec. 26.2 as: “a sign structure and/or sign utilized for advertising an establishment, an activity, a product, service or entertainment, which is sold, produced, manufactured, available or furnished at a place other than on the property on which said sign structure and/or sign is located.” And

“off-premise signs or off-site signs” as: “any sign relating in its subject matter to commodities, accommodations, services or activities on a premises other than the premises on which the sign is located. See also Billboard.” The code provides no exception for chambers of commerce or similar promotional use.

Attachment: Chamber sign photographs



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Adventure Island
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