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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, May 23, 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 new Medic 22.**
 - b. **Proclamation - National Safe Boating Week**
2. **Changes to the Agenda** - Any agenda items to be added, moved, or deleted will be addressed at this time. Added items will be assigned agenda item numbers and moved items should remain with the same item numbers. Notation will be made that those items will be taken out of order. Consent items may be removed for discussion, changes, and/or anticipation of a non-unanimous vote and considered separately on the request of anyone on the Commission or by a majority vote of the City Commission upon request of an audience member.
3. **Audience Comments** - Comments shall be limited to 3 minutes per person to issues not on the agenda, 21 minutes in total.
4. **Consent**
 - a. **Approval of minutes from the following City Commission meetings: March 28, 2017 regular meeting; April 6, 2017 Budget Workshop; and April 11, 2017 regular meeting.**

- b. Authorization to approve special event application, wet zone and street closure for a private block party scheduled for Saturday, May 27, 2017. Closures would be 20th Ave between the 2 alley ways from 5-10pm.**
- c. Authorization to approve special event application for the Surfers for Autism event to be held in Pass-a-Grille on July 8, 2017. The event would require street closures on 9th and 10th Avenues between Gulf Way and Pass-a-Grille Way and Gulf Way from 11th to 8th Avenue.**

5. Action Items

- a. Authorization for the City Manager to purchase a 2017 GMC Savana 12 passenger van from Gainesville Buick GMC in the amount of \$25,331.00 that will be assigned to the Recreation Department.**
- b. Authorize the City Manager to enter into a Purchasing Agreement with Four Seasons Mowing & More, LLC in the amount of \$48,858.68 for Landscaping Maintenance of District 3.**
- c. Authorize the City Manager to enter into a Purchasing Agreement with Luke's Landscaping, Inc. in the amount of \$60,996.00 for Landscaping Maintenance of District 4.**
- d. Authorize the City Manager to approve change orders 19, 20, and 21 to the purchase agreement with Nelson Construction for the Pass-A-Grille Way Reconstruction Project for \$20,769.39, \$15,148.99, and \$34,031.23, respectively.**
- e. Authorize the City Manager to execute change order 9 to the existing contract with USA Voltage, LLC in the amount of \$47,530 to provide underground utility service connections for the Pass-a-Grille Way North Reconstruction project.**
- f. Authorize the City Manager enter into a Purchasing Agreement with Pavement Technology, Inc. for \$25,142.40 to piggyback an existing agreement with the City of Punta Gorda for Asphalt Rejuvenation.**
- g. Authorization for the city attorney to initiate foreclosure proceedings against the property owner, et al., of 627 78th Ave, St. Pete Beach, FL 33706.**

6. Ordinances

- a. Ordinance 2017-06, First Reading and Public Hearing amending Chapter 6, - Alcoholic Beverages, Section 6-2 - Hours of Sale and Operation of the City of St. Pete Beach Code of Ordinances**
- b. Ordinance 2017-07, First reading and Public Hearing amending the City of St. Pete Beach Land Development Code**

7. Resolutions – No items submitted at this time.

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

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

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

11. Adjournment

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

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

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



PROCLAMATION

WHEREAS, On average, more than 600 people die each year in boating related accidents in the U.S., approximately three fourths of these are fatalities caused by drowning; and

WHEREAS, The vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment or environmental factors; and

WHEREAS, A significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets; and

WHEREAS, Today's life jackets are more comfortable, attractive and more wearable than styles of years past; and

WHEREAS, Flotilla 78 has proudly served the U.S. Coast Guard and St. Pete Beach by teaching boating safety courses, providing vessel safety checks, and patrolling area waters for more than 50 years; and

WHEREAS, This year, May 20th through May 26th is "National Safe Boating Week" in the United States and Pass-a-Grille Coast Guard Auxiliary Flotilla 78 encourages all boaters to help raise awareness about boating responsibly and to take appropriate precautions before leaving the dock; and

NOW, THEREFORE, I, Alan Johnson, Mayor of the City of St. Pete Beach, on behalf of the City Commission proclaim May 20 through May 26, 2017 as

"National Safe Boating Week"

Seal:

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of St Pete Beach, County of Pinellas County, State of Florida, to be affixed this 9th day of May, 2017.

Alan Johnson, Mayor

CITY COMMISSION MEETING

MINUTES

MARCH 28, 2017

6:00 P.M.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENT:

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

ALSO PRESENT:

Wayne Saunders, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk
Jennifer Bryla, Community Development Director
Mike Clarke, Public Works Director
Jennifer McMahon, Recreation Director
Jim Kilpatrick, Fire Chief

1. Recognition of out-going Mayor, Deborah Schechner

Vice Mayor Falkenstein and Commissioners Finnerty, Friszolowski and Pletcher presented Ms. Schechner with a plaque for her services as Interim Mayor.

2. Approval of Resolution 2017-03, providing for acceptance of the votes cast in the Municipal Election held on March 14, 2017

Item 2 was removed from the agenda.

3. Installation and Oath of Office

- a. Alan Johnson, Mayor

City Clerk Rebecca Haynes provided the Oath of Office to Al Johnson, Mayor, with family and friends by his side.

- b. Rick Falkenstein/Commissioner, District 2

Mr. Bruno Falkenstein provided the Oath of Office to Dominick “Rick” Falkenstein, District 2 Commissioner, with family and friends by his side.

- c. Melinda Pletcher/Commissioner, District 4

City Clerk Rebecca Haynes provided the Oath of Office to Melinda Pletcher, District 4 Commissioner, with family and friends by her side.

Commissioner Falkenstein, Commissioner Pletcher, and Mayor Johnson thanked their supporters.

4. Election of Vice Mayor

Commissioner Pletcher moved to nominate Ward Friszolowski as Vice Mayor. The motion was seconded by Vice Mayor Falkenstein and unanimously approved by an individual roll call vote.

5. Presentations

There were no presentations.

6. Changes to the Agenda

Vice Mayor Friszolowski requested to add consideration of the City Clerk’s salary under Action Items.

City Manager requested to remove Item 2 from the agenda.

7. Audience Comments

There were no audience comments.

8. Consent

- a. Approval of minutes from the City Commission meeting of February 28, 2017.

- b. Authorization to approve special event application and street closure for Pass-a-Grille Beach Community Church Easter Sunrise Service scheduled for April 16, 2017
- c. Authorization to approve special event application and street closures for the 27th Annual Beach Goes Pops Event scheduled for April 28-29, 2017. Closures would be 9th Avenue and 10th Avenue from Pass-a-Grille Way to Gulf Way and Gulf Way from 8th Avenue to 11th Avenue from April 27th at midnight to April 29th at midnight
- d. Authorize the City Manager to enter into an agreement with Bay Care Life Management, Inc.
- e. Authorize the City Manager to approve change order 15 to the purchase agreement with Nelson Construction for the Pass-a-Grille Way Reconstruction Project for \$5,208.80.
- f. Authorize the City Manager to execute a change order to the existing agreement with Cribb Philbeck Weaver Group, Inc. (CPWG) for \$10,329 for renovations to the Warren Webster Building.

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

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

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

9. Action Items

- a. Approval of a three-year collective bargaining agreement with the International Association of Firefighters, Local 4966, with an effective date of October 1, 2016.

City Manager Saunders presented the proposed collective bargaining agreement, effective October 1, 2016 through September 30, 2019.

Commissioner Falkenstein moved to approve Item 9(a), to approve the Collective Bargaining Agreement between the City of St. Pete Beach and the International Association of Fire Fighters – Local 4966 with an effective date of October 1, 2016 through September 30, 2019 and that the Mayor and City Manager be authorized to execute said agreement. The motion was seconded by Commissioner Finnerty.

Mayor Johnson called for audience comments.

Marvin Shavlan, Gulf Boulevard, requested clarification on Article 27.

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

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

- b. Authorize the City Manager to sign an Individual Project Order (IPO) with Kimley-Horn and Associates, Inc. for \$59,150 to provide general engineering services in support of the three ongoing Wastewater System Repair contracts.

City Manager Saunders noted that the additional support was requested from Kimley-Horn to provide detailed construction packages in regard to pipe lining, manhole rehabilitation, and point repairs, and to merge the data with the City's GIS database.

Commissioner Finnerty moved to approve Item 5(b), to authorize the City Manager to sign an Individual Project Order (IPO) with Kimley-Horn and Associates, Inc. for \$59,150 to provide general engineering services in support of the three ongoing wastewater system repair contracts. The motion was seconded by Commissioner Falkenstein.

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

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

- c. Appointments to Outside Agencies and Organizations

Subsequent to each election, board appointments are reviewed and decided among Commissioners. The following selections were agreed upon as follows:

<u>Organization</u>	<u>Representative</u>	<u>Alternate</u>
Big-C	Mayor Johnson	Commissioner Pletcher
FL League of Cities	Commissioner Finnerty	Commissioner Pletcher
Pinellas Mayors' Council	Mayor Johnson	Vice Mayor Friszolowski
PCFIC	Commissioner Pletcher	Mayor Johnson
Suncoast League of Cities	Commissioner Finnerty	Commissioner Pletcher
Tampa Bay Regional Planning Council	Vice Mayor Friszolowski	Commissioner Falkenstein

Vice Mayor Friszolowski made a motion to accept the appointments. The motion was seconded by Commissioner Finnerty.

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

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

d. Legal Review of City Charter Provisions Relating to the City Clerk

City Attorney Dickman reviewed the role of the city clerk in regard to the Charter provisions. Commissioners were in agreement to preserve the original Charter language. Additional backup was requested in regard to compensation information from comparable, neighboring communities.

10. Ordinances

- a. Ordinance 2017-05, First Reading and Public Hearing, 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.

City Manager Saunders explained the requested increase in wastewater connection fees will provide for future capital improvements.

Commissioner Finnerty made a motion to approve Item 10(a), Ordinance 2017-05, upon first reading, 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. The motion was seconded by Vice Mayor Friszolowski.

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

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

11. Resolutions

There were no resolutions presented.

12. Items for Discussion

- a. Appointments to Advisory Boards and Committees

The City Charter requires elected officials to appoint members of the advisory boards at the first regularly scheduled meeting following the municipal election.

Mayor Johnson appointed/re-appointed the following individuals:

- Michael Welch, Beach Stewardship Committee
- Sandie Lyman, Board of Adjustment
- Rebecca Lyons, Finance & Budget Review Committee
- Tina Douglass, Historic Preservation Board

- Lance Peterson, Library Advisory Committee
- Tiffany Secka, Planning Board
- Yvette Gaugh, Recreation Advisory Committee

Commissioner Falkenstein appointed/re-appointed the following individuals:

- Janet Harris, Beach Stewardship Committee
- Michael Bomar, Board of Adjustment
- John Samorajczyk, Finance & Budget Review Committee
- Ingrid Jacobus, Historic Preservation Board
- Judy Cohan, Library Advisory Committee
- Jack Ohlhaber, Planning Board
- Scott Seubert, Recreation Advisory Committee

Commissioner Pletcher appointed/re-appointed the following individuals:

- Dan Rothenberger, Beach Stewardship Committee
- Ron Holehouse, Board of Adjustment
- Mary Hacker, Finance & Budget Review Committee
- Chris Marone, Historic Preservation Board
- John Phillips, Sr., Library Advisory Committee
- To Be Appointed, Planning Board
- Danielle Micklitsch, Recreation Advisory Committee

13. Audience Comments 2

Bruno Falkenstein, Pass-A-Grille Way, spoke in support of the City Clerk's Office.

Unidentified speaker commented on astrological events.

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

City Clerk Haynes provided no report.

City Manager Saunders reported on the following item:

- City Commission Budget Workshop on Thursday, April 6th at the Community Center beginning at 10:00 a.m.

City Attorney Dickman reported on the following item:

- Update on a Department of Administrative Hearing (DOAH) in regard to Capital Improvement Elements in the Comprehensive Plan

Commissioner Finnerty reported on the following item:

- Legislative action report from the Florida League of Cities

Commissioner Falkenstein reported on the following items:

- Crime statistics

- Underwater Egg Hunt on April 15th at the Community Center
- Beach Stewardship Committee meeting on March 29th in the Commission Chambers

Vice Mayor Friszolowski reported on the following items:

- Upham Beach concert and bonfire on March 18, 2017
- Penny for Pinellas meeting on March 20, 2017
- Lido Beach Community Association annual picnic on April 8th from 11:30 a.m. to 2:00 p.m. at Lido Park
- Discussion of Chamber of Commerce signage at next Commission meeting

Commissioner Pletcher reported on the following item:

- Beach Goes Pop on April 28th and 29th in Pass-a-Grille

Mayor Johnson reported on the following item:

- Honor to serve as Mayor

15. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 8:40 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Al Johnson, Mayor

Minutes approved on: _____

CITY COMMISSION MEETING – BUDGET WORKSHOP

MINUTES

APRIL 6, 2017

10:00 A.M.

CALL TO ORDER

Mayor Johnson called the meeting to order at 10:00 a.m.

PLEDGE OF ALLEGIANCE

PRESENT:

Al Johnson, Mayor
Ward Friszolowski, Vice Mayor
Terri Finnerty, Commissioner
Rick Falkenstein, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Wayne Saunders, City Manager
Rebecca C. Haynes, City Clerk
Jennifer Bryla, Community Development Director
Mike Clarke, Public Works Director
Elaine Edmunds, Administrative Services Director
Jim Kilpatrick, Fire Chief
Jennifer McMahon, Recreation Director
Betcinda Kettells, Library Administrator
Ronnie Nifong, District Chief

City Manager Wayne Saunders introduced Vince Tenaglia who will join the City as the Administrative Services Director on April 17th following the retirement of Elaine Edmunds.

1. Operating Budget

a. Year-to-Date Update

Administrative Services Director, Elaine Edmunds, summarized the general fund revenues and expenditures and the enterprise funds.

b. Future Priorities

City Manager Wayne Saunders reviewed the priorities for operations and maintenance, personnel and capital improvement projects.

2. Capital Projects

a. Update on Current Year Projects

Further detail was provided for Fiscal Year 2016 carry-over projects including:

- Pass-a-Grille Way Reconstruction Project, Phases I and II
- Blind Pass Road Reconstruction Project
- Street Rehabilitation
- Egan Park Improvements, Phases I and II
- Warren Webster Community Center Renovation
- Upham Beach Concession Stand Deck Replacement
- Wastewater Pump Station #3 Rehabilitation
- Force Main #3
- Wastewater Inflow and Infiltration Project
- Reclaimed Water Improvements
- FDOT Landscaping Project

Further detail was provided on Fiscal Year 2017 projects including:

- Street Rehabilitation
- Seawall Repair
- ADA Study and Costs
- Don Vista Building Exterior Wall Repairs
- Pass-a-Grille Way, Phase II
- FDOT Landscaping
- Blind Pass Road Reconstruction Project
- Upham Beach Concession Stand Deck Replacement
- Library Repairs
- Library Renovations
- Facility Improvements
- Gulf Boulevard Electrical Undergrounding
- Sanitary Sewer Force Main (south) Design
- Sanitary Sewer Force Main (north) Design
- Lift Station #8
- Lift Station #16
- Valve Vault Repair
- Wastewater Inflow and Infiltration Project
- Reclaimed Water Improvements
- Stormwater Improvements
- Dune Walk-Over Replacements

b. Future CIP Projects

Further detail was provided on Fiscal Year 2018 projects including:

- 2015 Series Bond Payment
- Fire Truck Mini-Pumper
- Community Center Debt
- Street Rehabilitation, Corey Avenue and Upham Beach neighborhoods
- Sewall Repairs
- ADA Improvements
- Gulf Boulevard Electrical Undergrounding
- Playground Improvements
- Pass-a-Grille Restrooms
- Facility Improvements
- Lift Station Replacements
- Wastewater Inflow & Infiltration Project
- Valve Vault Repair
- Sanitary Sewer Force Main (south) construction
- Sanitary Sewer Force Main (north) construction
- Reclaimed Water Improvements
- Storm Water Improvements

c. New Projects/Priorities

- Island Entrance and Place-Making Signs
- Public Property Improvements
- Dune Walk-Over Replacements
- Dune Walk-Over Rinse Stations
- Restroom Improvements
- Facilities Improvements
- Facilities Security Assessment and Improvements
- Don Vista Building HVAC Replacement
- Library HVAC Replacement
- 1st Avenue Jetty and Beach Property Improvements
- Blind Pass Road Stormwater Basin Connection
- Pump Rehabilitation Project
- Pump Replacement Stock
- Sanitary and Storm Sewer GIS Integration System
- Sanitary System Sub-Aqueous Condition Assessment
- Pump Station #1 Data Report Integration System
- Stormwater Vehicle, Street Sweeper
- Beach Vehicle, Trash Collection Truck

3. Penny for Pinellas

Projects previously funded with the Penny for Pinellas monies:

- Construction of city hall building
- Construction of community center building
- Construction of the aquatics center building
- Purchase of a fire truck
- Road resurfacing
- Don Vista building renovation

4. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 3:15 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Al Johnson, Mayor

Minutes approved on: _____

CITY COMMISSION MEETING

MINUTES

APRIL 11, 2017

6:00 P.M.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENT:

Al Johnson, Mayor
Ward Friszolowski, Vice Mayor
Terri Finnerty, Commissioner
Rick Falkenstein, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

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

1. Presentations

- a. Presentation of the City of St. Pete Beach, Florida Audit Report for the Fiscal Year ending September 30, 2016

Zach Chalifour of James Moore & Company presented the audit.

- b. Recognition of Administrative Services Director Elaine Edmunds' Retirement

Mayor Al Johnson and City Manager Wayne Saunders read and presented the plaque to Ms. Edmunds for her ten years of service to the City.

2. Changes to the Agenda

City Manager Saunders requested to add Item 5(g), Appointment of Mr. Bob Rogers to the Police Pension Board of Trustees.

3. Audience Comments

There were no audience comments.

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, and August 18, 2017. Closures would be 9th Avenue from Gulf Way to Pass-a-Grille Way, from 3:00 p.m. to 9:30 p.m.

Commissioner Falkenstein reported that he would abstain from voting on Item 4(a) as there would be a private gain to his business.

Commissioner Pletcher moved to approve Item 4(a) as presented. The motion was seconded by Vice Mayor Friszolowski.

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

The motion was approved by a 4-0 vote, with Commissioner Falkenstein abstaining.

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 Section 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)

Rebecca Haynes, City Clerk, administered the oath to persons testifying during the quasi-judicial proceedings.

Andrew Dickman, City Attorney, requested the Mayor and Commissioners disclose any ex-parte communication.

Commissioner Finnerty disclosed that she did not have any ex-parte communication.

Commissioner Falkenstein disclosed that he watched the March 21, 2017, Planning Board meeting and spoke with staff.

Mayor Johnson disclosed that he attended the March 21, 2017, Planning Board meeting and drove past the property.

Vice Mayor Friszolowski disclosed that he attended the community meeting the previous year.

Commissioner Pletcher disclosed that she attended the March 21, 2017 Planning Board meeting, drove past the property, and spoke with staff.

Mayor Johnson called for the staff presentation.

Jennifer Bryla, Community Development Director, reviewed the first phase of the proposed mixed-use development project, more commonly known as the TradeWinds Resort. The applicant is requesting approval for 217 transient/temporary lodging units, a multi-story parking structure, a timeshare sales center, a spa and fitness center, a marketing office, a reception area, and other ancillary amenities. Ms. Bryla detailed the criteria for the conditional use approval.

Staff responded to questions posed by the mayor and commissioners.

Mayor Johnson called for the applicant presentation.

Ed Armstrong, Hill Ward Henderson Law Firm, 600 Cleveland Street, Clearwater, Florida, representative for the RIA-TradeWinds project, provided an overview of his background and noted that he is very familiar with the Comprehensive Plan and the criteria necessary for a conditional use approval.

Cindy Tarapanni, Vice President of Planning with Florida Design Consultants, provided her credentials and presented detailed information in support of the conditional use and noted that the proposed project complies with the conditional use criteria.

Tim Bogott, Chief Executive Officer of the TradeWinds Island Resort, spoke in support of the project and reviewed the modifications he sought to the Sugar Sands Conditions of Approval.

Mayor Johnson opened the public hearing. and called for audience comments.

Steve Lazzari, The Regency, commented on the increased use of sanitary sewers.

Bill Pyle, Sunset Way, spoke in opposition of the proposed project.

Hearing no further audience comments, Mayor Johnson closed the public hearing.

Mr. Bogott provided rebuttal comments.

Mr. Armstrong provided rebuttal comments.

Mayor Johnson called for a recess at 8:40 p.m.

Mayor Johnson reconvened the meeting at 8:53 p.m.

City Manager Saunders and City Attorney Dickman summarized the proposed revisions to the Conditional Use application as follows:

- **Page 8, Condition 4, line 2:** after “sidewalk”, insert and/or buffer
- **Page 9, Condition 6, line 7:** delete ~~12 months~~, insert 6 months
- **Page 8, Condition 4, line 15:** insert easement for the expanded
- **Page 23, Condition 9, Line 8:** insert DEP and not in conflict with existing dune conditions on the unified site
- **Page 24, Condition 11, line1:** retain the word “temporary” (instead of proposed “transient”)
- **Page 24, Condition 11, line 3:** delete ~~project~~, insert unified site
- **Page 24, Condition 13, line 1:** after “project” insert site only (not the full unified site)

Hearing no further comments, Mayor Johnson called for a motion.

Vice Mayor Friszolowski moved to approve Item 5(a), to approve the Conditional Use Case 2017-0005, with the conditions as discussed. The motion was seconded by Commissioner Falkenstein.

City Manager Saunders reiterated that approval is based upon staff recommended conditions as changed by himself and the city attorney prior to the motion.

Hearing no further comments, Mayor Johnson called for the vote.

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

- 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.

Mr. Saunders provided the details to the public-private partnership which will be contracted with Kimley-Horn and Associates, Inc.

Mr. Dickman summarized the proposed amendments to the development agreement as follows:

- **Packet page 128, Section 5.1:** delete “~~Ratio~~” and insert “Ratio”

- **Packet page 135, Section 16.1:** after “Florida”, insert “within 15 (fifteen) days upon execution of this agreement by the parties.”
- **Packet page 135 Section 16.1: at end of paragraph,** insert “This development agreement may be collaterally assigned to an institutional lender holding a mortgage on the property. It is understood that the City will also have the benefits under Section 9.3(d).”
- **Packet pg 131, Section 9.3(d):** after “Owner” insert “or collateral assignee”.
- **Packet pg 136, Section 16.7:** Insert “In such case, the City agrees to execute and deliver to owner a termination of this agreement in recordable form and, in addition, a termination also in recordable form of the ‘Covenant Running with the Land in Lieu of Unity of Title’ set forth in, which is, ‘Exhibit D’ within 30 days requested by owner.”

Exhibit “H” Legal Description of the Property:

- **Page 44,** delete “less interest”

Mr. Armstrong confirmed the listed changes.

Hearing no further comments, Mayor Johnson called for a motion.

Commissioner Finnerty moved to approve Item 5(b), to approve the Development Agreement between the City and RIA-Coral Reef, Inc. The motion was seconded by Commissioner Falkenstein.

Commissioner Finnerty amended the motion to include the changes made by City Attorney Dickman. Commissioner Falkenstein agreed to the amendment.

Mayor Johnson called for audience comments.

Bill Pyle, Sunset Way, spoke in opposition to the development agreement.

Lorraine Huhn, Blind Pass Road, spoke in support of the development agreement and congratulated the commission bringing forth the proposal.

Karen Strykowski, Blind Pass Road, spoke in support of the project and against frivolous lawsuits.

Mr. Armstrong offered additional remarks in response to individual audience comments.

Upon the advice of the city attorney, Commissioner Finnerty rescinded the motion and Commissioner Falkenstein rescinded the second.

Commissioner Finnerty moved to approve Item 5(b), to approve the Development Agreement between the City and RIA-Coral Reef, Inc., with

the changes identified by the city attorney and city manager. The motion was seconded by Commissioner Falkenstein.

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

The motion was unanimously approved by an individual vote.

- 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.

The project is the continuation of the Blind Pass Road Beautification Project, which is a grant and will be reimbursed by Florida Department of Transportation.

Commissioner Falkenstein moved to approve Item 5(c), 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 Captiva Circle. The motion was seconded by Commissioner Finnerty.

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

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

- 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.

The increased cost will cover the unanticipated costs to provide an underground conduit for overhead utility lines that will service residences west of Pass-a-Grille Way.

Commissioner Pletcher moved to approve Item 5(d), 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. The motion was seconded by Commissioner Falkenstein.

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

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

- 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.

The updated proposal from Duke Energy will provide for LED Sanibel light fixtures in lieu of the HPS Clermont lighting fixtures originally selected.

Commissioner Finnerty moved to approve Item 5(e), to authorize the City Manager to sign an updated Lighting Proposal from Duke Energy, which includes the project 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 Construction Project. The motion was seconded by Commissioner Falkenstein.

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

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

f. City Clerk Compensation

City Clerk Haynes provided the Commission with information in regard to responsibilities and compensation levels of colleagues in neighboring communities. The additional information was requested at the March 28, 2017 meeting, subsequent to clarifying the City Clerk position is one of three Charter Officers with the City.

Vice Mayor Friszolowski moved to approve Item 5(f), to approve the salary of \$72,000.00, effective immediately. The motion was seconded by Commissioner Pletcher.

Mayor Johnson called for audience comments.

Karen Strykowski, Blind Pass Road, commented that there should be a standard procedure for evaluating all employees.

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

The motion was approved by an individual roll call vote of 4-1, with Mayor Johnson, Vice Mayor Friszolowski, Commissioner Falkenstein and Commissioner Pletcher voting “yes” and with Commissioner Finnerty voting “no.”

g. Appointment to Police Pension Board

Vice Mayor Friszolowski moved to approve Item 5(g), to re-appoint Mr. Bob Rogers to the Police Officers’ Board of Trustees. The motion was seconded by Commissioner Falkenstein.

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

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

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.

The City contracted for an analysis of the wastewater connection fees currently assessed and proposed new rates for any new connections related to redevelopment and/or new development, or an increase in meter size for a connection.

Vice Mayor Friszolowski moved to approve Item 6(a), Ordinance 2017-05, upon final reading, 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. The motion was seconded by Commissioner Finnerty.

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

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

- 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.

Ms. Bryla noted that the changes proposed will assist seasonal property owners to obtain a "D" parking sticker.

It was the consensus of the Commission to amend Section 82-245 for "C" residential parking permits, as read by Ms. Bryla.

Commissioner Pletcher moved to approve Item 6(b), Ordinance 2017-04, upon first reading, an ordinance of the City of St. Pete Beach, Pinellas County, Florida, amending Chapter 82, Section 82-244 and 82-245 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" decal permitted for address; providing for conflicts, severability,

construction, publication and an effective date. The motion was seconded by Commissioner Finnerty.

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

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

7. Resolutions

There were no resolutions presented.

8. Items for Discussion

a. Florida League of Cities Update

Commissioner Finnerty requested City Clerk Haynes to distribute legislative update briefs from the Florida League of Cities. Commissioner Finnerty discussed the bills that the Urban Administration Division tracks including short-term rentals, public records and community redevelopment agencies.

b. Chamber of Commerce Sign

City Manager Saunders reported that the Chamber of Commerce signage is considered an off-premise sign which is prohibited in the Land Development Code. The issue can be addressed through an ordinance change or a variance request. Commissioners directed the City Manager and City Attorney to gather additional information on how to best proceed.

9. Audience Comments

There were no audience comments.

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

City Clerk Haynes reported on the following items:

- Suncoast League of Cities will sponsor the Continuing Education in Ethics training class on April 13th in Belleair Beach
- Suncoast League of Cities will sponsor the monthly business luncheon on April 21st in Pinellas Park
- Sunshine Law and public records laws training tentatively scheduled in the Commission Chambers in May for elected and appointed officials, and city staff

City Manager Saunders did not provide a report.

City Attorney Dickman reported on the following item:

- Update on the appeal filed against the City by Mr. Jim Anderson

Commissioner Pletcher reported on the following item:

- Pinellas County patrol car is parked on Sunset Way for code enforcement

Vice Mayor Friszolowski reported on the following items:

- Belle Vista Civic Association meeting on April 13th at Bill Corrotto Park
- Belle Vista Civic Association Easter Egg Hunt on April 15th at Bill Corrotto Park
-

Commissioner Falkenstein reported on the following items:

- Public safety
- Beach Goes Pop Festival on April 28-29, 2017

Commissioner Finnerty reported on the following items:

- Big C meeting: Internet assistance through Spectrum for seniors and low-income families
- Beach Theatre has not been sold
- Serving alcohol on the beach

Mayor Johnson reported on the following items:

- Big C meeting: Internet assistance through Spectrum for seniors and low-income families and change in leadership of the committee
- Mayors' Council meeting with Sheriff Gualtieri as speaker

11. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 11:55 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Al Johnson, Mayor

Minutes approved on: _____

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

Issue Considered: Authorization to approve special event application, wet zone and street closure for a private block party scheduled for Saturday, May 27, 2017. Closures would be 20th Ave between the 2 alley ways from 5-10pm.

Date: May 23, 2017

Prepared By: Jennifer McMahon, Recreation Director

Summary of Issue: Art Forenza is requesting to block off 20th between the 2 alley ways, one alley that is just west of his residence at 109 20th Ave and one alley that is just west of Shaner's for a private block party. The street closure would be May 27, 2017 from 5-10pm. All street closures and wet zone must receive approval from commission.

Requested Motion: "I move to authorize the approval of special event application and street closure for May 27, 2017."

Attachments: Event application and map

**Reviewed by
City Manager:** WS



City of St. Pete Beach Recreation
Department
Event Application

Applicant

Name of Applicant: ART FORENZA Title (if applicable): _____

Name of Organization (if applicable): _____

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

Mailing Address: 109 20TH AVE, SPB, FL 33706

Cell Phone: 727-409-7404 Email: ARTFORENZA@GMAIL.COM

Event Information

Event Title: 20TH AVE BLOCK PARTY Event/Organization Web Address: _____

Event Location(s): 20TH AVE

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>5-27-17</u>	<u>SAT</u>	<u>5 PM</u>	<u>10 PM</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Set Up Date(s): _____ Time(s) _____ to _____

Cleanup Date(s): _____ Time(s) _____ to _____

Description of Event: BLOCK PARTY

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

Event Logistics

Estimated Attendance

(includes event crew, participants, and spectators)

50 - 75
This Year

Last Year (if Applicable)

List all event activities: SOCIAL GATHERING

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

POT LUCK

Will alcohol be served or sold?



Served

☐ Sold

☐ No Alcohol

BYOB

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

Event Equipment (include dimensions, seating, staging, tents, platforms, booths, scaffolding, truck, etc. on site map) NONE

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

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

1 PERSON w/ Acoustic Guitar

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

7:30 - 9:30

Electricity Needed ☐ Yes ☒ No Source:

Will portable restrooms be used?

☐ Yes ☒ No

If yes (include on site plan): One ADA compliant toilet for every 10 per location

Will Dumpsters be used?

☐ Yes ☒ No

If yes (include on site plan)

How Many?

Size:

Installation Date:

Removal Date:

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

NO CHARGE

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

20TH AVE

ALLEY AT 109 20TH

ALLEY AT SHANERS

5/27/17

5-10 PM

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.

ART FORENZA

Print Name

Signature

Date

Corporation Name (if applicable)



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

Issue Considered: Authorization to approve special event application for the Surfers for Autism event to be held in Pass-a-Grille on July 8, 2017. The event would require street closures on 9th and 10th Avenues between Gulf Way and Pass-a-Grille Way and Gulf Way from 11th to 8th Avenue.

Date: May 23, 2017

Prepared By: Jennifer McMahon, Recreation Director

Summary of Issue: Surfers for Autism is a 501 C 3 non-profit organization that holds grand scale beach festivals for children and young adults with exceptionalities. The event's activities would include surfing, paddle boarding, music, beach games, interactive exhibits, giveaways, fun contests and a raffle. There will be a vehicle and static displays from the Pinellas County Sheriff, St Pete Beach Fire Department and Coast Guard. The street closure would include: Gulf Way from 8th to 11th and 9th and 10th Avenues from Gulf Way to Pass-A-Grille Way on Saturday, July 8, 2017 from 6am-6pm. The event will take place on the closed roadways and the beach located in that area. This is the 4th year this event will take place in St Pete Beach and it is a very well run and organized event. This event was approved as a city co-sponsored event.

Funding: This is a budgeted item. Acct. # 001-5000-511-5489

Requested Motion: "I move to approve the special event application and road closures for Surfers for Autism for July 8, 2017"

Attachments: Application, event information and map

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



City of St. Pete Beach Recreation
Department

Event Application

Applicant

Name of Applicant: Don C Ryan Title (if applicable): PRES/COO
Name of Organization (if applicable): SURFERS FOR AUTISM, INC
Tax Exempt? ☒ Yes ☐ No Non-Profit? ☒ Yes ☐ NO If yes on either, please provide documentation
Mailing Address: 7491 N. FEDERAL HWY C5-180 BOCA RATON FL 33487
Cell Phone: 561-445-7157 Email: SURFERSFORAUTISM@LIVE.COM

Event Information

Event Title: 6TH ANNUAL SUNCOAST BEACH FEST. Event/Organization Web Address: SURFERSFORAUTISM.ORG
Event Location(s): PASS A GRILL BEACH

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>7-8-17</u>	<u>SATURDAY</u>	<u>6 AM</u>	<u>6 PM</u>

Set Up Date(s): 7/8/17 Time(s) 6 AM to 9 AM
Cleanup Date(s): 7/8/17 Time(s) 4 PM to 6 PM

Description of Event: BEACH FESTIVAL FOR SPECIAL NEEDS CHILDREN
SURFING, PADDLE BOARDING, MUSIC, GAMES, INTERACTIVE

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

Event Logistics

Estimated Attendance 2500 2500
(includes event crew, participants, and spectators) This Year Last Year (if Applicable)

List all event activities: PLS SEE KEY NOTES

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

NO VENDING OR SELLING OF WARES

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

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

Event Equipment (include dimensions, seating, staging, tents, platforms, booths, scaffolding, truck, etc. on site map) PLEASE SEE ATTACHED KEY NOTES

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

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) STREAMED MUSIC THROUGH PA

List times of music and/or amplified sound (list PA systems/microphone, speakers, amps) PLEASE SEE KEY NOTES / NOISE EXPOSURE + SOUND

Electricity Needed ☒ Yes ☐ No Source: OUR GENERATORS

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? NONE

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>GULF WAY</u>	<u>8TH AVE</u>	<u>11TH AVE</u>	<u>7/8/17</u>	<u>6AM - 6PM</u>
<u>9TH AVE</u>	<u>PAGE WAY</u>	<u>GULF WAY</u>	<u>7/8/17</u>	<u>6A - 6P</u>
<u>10TH AVE</u>	<u>PAGE WAY</u>	<u>GULF WAY</u>	<u>7/8/17</u>	<u>6A - 6P</u>

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

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

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

I Don Ryan
Print Name

[Signature]
Signature

Corporation Name (if applicable)

2/23/16
Date



KEY NOTES

ABOUT SURFERS FOR AUTISM EVENTS

(This document must remain with all applications during the approval circulation process)

ACTIVITIES

The day's activities will include surfing, paddle boarding, music, beach games, interactive exhibits, giveaways, fun contests for prizes and raffles. Depending on location the day also may include Fire Engine tours, Paint the Fire Engine, static displays and interactive exhibits provided by local Police, Sheriff, Military, USCG and/or FWC.

PERMITTING/COMPLIANCE

This organization prides itself on being 'over the top' considerate and compliant to all host municipality and Florida Dept. of Environmental Protection laws, regulations, rules and ordinances. We respectfully request that each of our permitting departments in the host community, from the beginning of the permitting process, provide us with a complete list of requirements along with any issues or concerns the residents, that may be directly impacted by an event of this type, will have or have had in the past. We will complete all applications, submit all required documents, follow protocol to the letter and provide all information with regards to our program and operations. We are not only seeking permission from the governing body, we also seek to be welcomed by the community.

TEMPORARY STRUCTURES/TENTS/CANOPIES

*The use of temporary structures are an absolute necessity in order to protect the hundreds of event volunteers and staff from the sun's harmful rays. SFA owns and maintains its own set of 10x10 aluminum pop-up tents manufactured by EZ-Up International, a world leader in quality and safety. Our team of professionals erect these shelters in accordance with the site plan submitted with the event permit application. A fire certification is also included. There may be slight variances due to beach erosion and tide changes. The employment of a professional company to erect commercial or oversized tents is not necessary. Each shelter is secured to the ground with four 75lb sand ballasts attached by nylon straps with a 2000lb load rating. All sponsors and exhibitors wishing to erect shelters are required to use a professionally made product and sand or water ballasts to secure them. **STAKING INTO THE SAND TO SECURE TEMPORARY STRUCTURES OR ANYTHING IS STRICTLY PROHIBITED BY SFA.***



EVENT HOURS SET-UP/BREAK DOWN

Official event hours are from 9am to 4pm. This is when festival activities for registered participants will begin and conclude. Set up will begin as close to 6am as possible, immediately following clearance from local turtle patrol. Break down will commence just prior to 4pm and will conclude at 6pm followed by an organized beach cleanup. A beach cleanup will also be conducted following lunch.

FOOD SERVICE/CATERING

A catered lunch is provided, free of charge, to all registered participants, any family member that is attending with them and all registered volunteers at all SFA events. The food is prepared off site and donated by local restaurants that choose to support our initiative. Our Executive Director of Hospitality will organize volunteers to pick up and serve catering. Safe food handling practices are maintained at service.

VENDORS/EXHIBITORS

Vending or selling of wares is strictly prohibited at all SFA events. No Exceptions. Our supporters and sponsors are welcome and encouraged to showcase their business through displays, networking and distributing approved literature. The detection of any exhibitor exchanging monies at their booth will result in immediate expulsion. All exhibitors are requested to provide a fun activity for kids at their booth.

ADMISSION/FEES/FUNDRAISING

THIS IS NOT A FUNDRAISER. THIS IS A FUN RAISER

Surfers For Autism events are free of charge to all registered participants, open to the public and are not fundraisers. The presence of a fundraising element does exist at each event but is unpublished and in the background. There is the opportunity for those who wish to support our organization monetarily through donations for our raffle or branded apparel. Our goal here is to remain self supportive/funded without making anyone feel obligated or pressured to make a donation.

AMPLIFIED SOUND/NOISE ORDINANCES

It is necessary for SFA to use amplified sound through a PA system at all events to conduct meetings, make announcements, locate lost individuals and play recorded music. Our PA will go live at 8am to conduct a mandatory volunteer meeting and will be shut down at aprox. 4pm with event conclusion. Although considerate to all ordinances with regards to noise and amplified sound the size of these venues make it nearly impossible to voice project in any other form, therefore making this element crucial in conducting safe and organized events.



ALCOHOL/ILLEGAL DRUGS/CONTROLLED SUBSTANCE

The consumption of alcohol is strictly prohibited before the conclusion of all event activities at 4pm. Surfers For Autism, Inc. reserves the right to restrict the possession or consumption of alcohol, regardless of local laws and ordinances, within the organizations permitted and insured event boundaries. Any observed illegal drug activity will be reported to local law agencies.

MEDICAL/FIRST AID/FIRST RESPONSE

Surfers For Autism travels with our own team of first responders comprised of Doctors, (most events) Paramedics, (all events) Life Guards (all events) and Registered Nurse (all events) - all volunteered. We also provide a clearly marked medical pavilion on the beach at all events that is fully stocked to respond to most medical emergencies. We are capable of and have the ability to respond to trauma victims with the administration of O₂, fluids intravenously and cardiac arrest with AEDs. It is organization policy that we let local Ocean Rescue and/or Fire Rescue take command during any medical emergency, other than minor, but we are prepared to respond swiftly and decisively.

ATTENDANCE

Surfers For Autism produces grand scale, world class events that garner crowds in the 2,500 to 10,000+ range. Before we reach the event site we are certain that there will be 1000+ through our crew, registered participants, family members/care givers accompanying them and registered volunteers. SFA will collaborate with local officials regarding crowd control plans. All SFA staffers are Fire Marshal certified crowd control managers.

VOLUNTEER REGISTRATION

Surfers For Autism is completely committed to providing a safe environment for its participants and families. The minimum registered volunteer requirement is 200 and the maximum limit is 350. The minimum age for volunteering is ten years old with no maximum age limit. ALL volunteer, whether pre registered or walk-ups, are checked through law enforcement database. Anyone who is a registered sex offender attempting to volunteer will be rejected, black listed and reported to local authorities for the attempt. Our organization takes this commitment very seriously and will do anything, within legal limits, to protect its participants.



PARTICIPANT REGISTRATION

A participant is classified as a pre registered individual considered to possess developmental, intellectual, emotional delays, and/or some physical disabilities. These individuals will be the only attendees to participate in the aquatic activities of the program. The limit for registered participants is 200. This limit exists not as a result of the inability of our organization to safely take more than 200 into the ocean but to maximize the number of sessions. The parents, guardians and/or caregivers are sometimes desperately seeking breakthroughs and our goal is to provide as many opportunities as possible at each event. In a case where we do not electronically register the limit we will accept walk ups on event day. Our program guidelines and equipment do not permit the registration of plegics (people bound full time to a wheelchair due to paralysis or other physical disabilities).

PHOTOGRAPHERS/VIDEOGRAPHERS/MEDIA

All photogs and media persons, regardless of affiliation, are required to check in at registration to provide credentials and receive a wrist band. It is policy that a talent release waiver be signed releasing all images and recorded video and audio as property of Surfers For Autism, Inc. Anyone capturing images or video without following this policy will be asked, lawfully, to leave the permitted and insured event area. Upon detection of any suspicious activity we ask that local law authorities recognize the legitimacy of this policy and assist.

-SURFERS FOR AUTISM-

**UNLOCKING POTENTIAL - CREATING AWARENESS
ELIMINATING STIGMA - UNITING COMMUNITIES**



Paradise Grill

Gulf Way

The Hurricane

8th Ave

39

9th Ave

10th Ave

11th Ave

Pass-A-Grille Way

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

Issue Considered: Authorization for the City Manager to purchase a 2017 GMC Savana 12 passenger van from Gainesville Buick GMC in the amount of \$25,331.00 that will be assigned to the Recreation Department.

Date: May 23, 2017

Prepared By: Jennifer McMahon, Recreation Director

Summary of Issue: The purchase is part of the vehicle replacement plan and will replace an 1999 12 passenger Chevy van. The van is used to transport children in our after school and summer camp programs. Pricing for the vehicle was quoted from the Florida Sheriff's Association – Florida Association of Counties competitive fleet bid awards program that offers a statewide purchasing contract.

Funding: 001-6106-572-5643

Requested Motion: “I move to authorize the City Manager to purchase a 2017 GMC Savana 12 passenger van from Gainesville Buick GMC in the amount of \$25,331.00 that will be assigned to the Recreation Department.”

Attachments: **Quote and Bid**

**Reviewed by
City Manager** WS



QUOTE

Vendor: Gainesville Buick GMC
 Address: 2101 N. Main St.
 Gainesville, FL. 32609
 Off # (904) 608-4240
 Fax # (877) 304-1927
 From: Rick Hoening
 Email: Fleet@RountreeMoore.com
 FEID: 20-8187195

Requester: Jennifer McMahon
 Date: 5/2/2017
 Agency: City of St. Pete Beach
 St. Pete Beach, FL
 Contact # 727-363-9274
 Fax #

FSA Contract# FSA16-VEL24.0

Spec#	Commodity	Description	Quantity	Unit Price	Extended Total
26	12 Pass Van	2017 GMC Savana 12 Pass Van Model# TG23406	1	\$ 24,361.00	\$ 24,361.00
	Options				
	C69	Rear HVAC	1	Included	
	DE5	Power Mirrors	1	\$ 114.00	\$ 114.00
	C49	Rear Window Defogger	1	\$ 150.00	\$ 150.00
	US8	AM/FM w/CD	1	\$ 145.00	\$ 145.00
	3K-F	Additional Key & FOB	1	\$ 396.00	\$ 396.00
	ATG	Keyless Entry System (need if you want the FOB)	0	\$ 165.00	\$ 165.00
TOTAL					\$25,331.00

Accepted By: _____
 Date: _____



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
<u>12 PASSENGER VAN (Specification #40)</u>			
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet Express 2500 (CG23406)	★ Western	\$24,711.00
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet Express 2500 (CG23406)	★ Northern	\$24,561.00
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet Express 2500 (CG23406)	★ Central	\$24,361.00
Rountree-Moore Chevrolet, Cadillac	2017 Chevrolet Express 2500 (CG23406)	★ Southern	\$24,661.00
HUB CITY FORD	2017 Ford T-350 Transit Wagon (X2Z)	Western	\$26,999.00
HUB CITY FORD	2017 Ford T-350 Transit Wagon (X2Z)	Northern	\$26,999.00
HUB CITY FORD	2017 Ford T-350 Transit Wagon (X2Z)	Central	\$27,099.00
HUB CITY FORD	2017 Ford T-350 Transit Wagon (X2Z)	Southern	\$27,199.00
Orlando Freightliner	2017 Freightliner Sprinter (F2PV170)	Western	\$43,654.00
Orlando Freightliner	2017 Freightliner Sprinter (F2PV170)	Northern	\$43,654.00
Orlando Freightliner	2017 Freightliner Sprinter (F2PV170)	Central	\$43,654.00
Orlando Freightliner	2017 Freightliner Sprinter (F2PV170)	Southern	\$43,654.00
Gainesville Buick GMC	2017 GMC Savana 2500 (TG23406)	★ Western	\$24,711.00
Gainesville Buick GMC	2017 GMC Savana 2500 (TG23406)	★ Northern	\$24,561.00
Gainesville Buick GMC	2017 GMC Savana 2500 (TG23406)	★ Central	\$24,361.00
Gainesville Buick GMC	2017 GMC Savana 2500 (TG23406)	★ Southern	\$24,661.00
REED NISSAN CLERMONT	2017 Nissan NVP (65117)	Western	\$28,143.00
REED NISSAN CLERMONT	2017 Nissan NVP (65117)	Northern	\$28,093.00
REED NISSAN CLERMONT	2017 Nissan NVP (65117)	Central	\$28,043.00
REED NISSAN CLERMONT	2017 Nissan NVP (65117)	Southern	\$28,093.00

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

Issue Considered: Authorize the City Manager to enter into a Purchasing Agreement with Four Seasons Mowing & More in the amount of \$48,858.68 for Landscaping Maintenance of District 3.

Date: May 23, 2017

Prepared By: Mike Clarke, Public Services Director

Summary of Issue: The City recently elected not to renew its landscaping maintenance contracts, which expires in June. These contracts were not renewed as a result of the contractor demonstrating an inability to routinely and thoroughly maintain the City's landscaping in a manner consistent with the City's level of service expectations. In an attempt to reduce the likelihood of this recurring, the City elected to take District 2 (and keep District 1) in house and solicit bids to award new contracts for Districts 3 and 4.

On May 3, the City received five bids for District 3. The results of this solicitation are presented in the attached bid tabulation. Based on the results of this solicitation, the City identified Four Seasons Mowing & More as the lowest qualified bidder.

Funding: Parks – Professional/Contractual
(001.6104.572.5310)

Requested Motion: “I move to authorize the City Manager to enter into a Purchasing Agreement with Four Seasons Mowing & More in the amount of \$48,858.68 for Landscaping Maintenance of District 3.”

Attachments: Purchasing Agreement
Bid Tabulation

**Reviewed by
City Manager:** WS

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Landscaping Maintenance – District 3

This is an Agreement (the “Agreement”) entered into by and between the City of St. Pete Beach (hereinafter "City") and Four Seasons Mowing & More (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 June 1, 2018 (“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 \$48,858.68 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:

Four Seasons Mowing & More
Attn.: James Ethridge
1807 Sunrise Blvd.
Clearwater, FL 33760

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.

Four Seasons Mowing & More

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)



Bid Results - Landscaping Maintenance (District 3)

5/3/2017

	Cardinal	Duval	Four Seasons	Luke's Landscaping	Prime Scape
Total Cost	\$ 89,960.00	\$ 88,410.00	\$ 48,858.68	\$ 59,800.00	\$ 87,750.00
Hourly Rate	\$ 80.00	\$ 30.00	\$ 21.85	\$ 23.00	\$ 25.00

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

Issue Considered: Authorize the City Manager to enter into a Purchasing Agreement with Luke's Landscaping, Inc. in the amount of \$60,996.00 for Landscaping Maintenance of District 4.

Date: May 23, 2017

Prepared By: Mike Clarke, Public Services Director

Summary of Issue: The City recently elected not to renew its landscaping maintenance contracts, which expires in June. These contracts were not renewed as a result of the contractor demonstrating an inability to routinely and thoroughly maintain the City's landscaping in a manner consistent with the City's level of service expectations. In an attempt to reduce the likelihood of this recurring, the City elected to take District 2 (and keep District 1) in house and solicit bids to award new contracts for Districts 3 and 4.

On May 3, the City received four bids for District 4. The results of this solicitation are presented in the attached bid tabulation. Based on the results of this solicitation, the City identified Luke's Landscaping, Inc. as the lowest qualified bidder.

Funding: Parks – Professional/Contractual
(001.6104.572.5310)

Requested Motion: "I move to authorize the City Manager to enter into a Purchasing Agreement with Luke's Landscaping, Inc. in the amount of \$60,996.00 for Landscaping Maintenance of District 4."

Attachments: Purchasing Agreement
Bid Tabulation

**Reviewed by
City Manager:** _____ WS

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Landscape Maintenance – District 4

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 June 1, 2018 (“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 \$60,996.00 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)



Bid Results - Landscaping Maintenance (District 4)

5/3/2017

	Cardinal	Duval	Luke's Landscaping	Prime Scape
Total Cost	\$ 87,360.00	\$ 77,040.00	\$ 60,996.00	\$ 71,175.00
Hourly Rate	\$ 125.00	\$ 30.00	\$ 23.00	\$ 25.00

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

Issue Considered: Authorize the City Manager to approve change orders 19, 20, and 21 to the purchase agreement with Nelson Construction for the Pass-A-Grille Way Reconstruction Project for \$20,769.39, \$15,148.99, and \$34,031.23, respectively.

Date: May 23, 2017

Prepared By: Mike Clarke, Public Services Director

Summary of Issue: The attached Change Orders present items not contained in the City's original contract with David Nelson Construction for the Pass-a-Grille Way Reconstruction (W. Maritana Drive to 19th Avenue) project. The specifics of this work are fully described in the attached documentation from Nelson Construction.

Change Order 19: This change order is related to a repair of a Pinellas County potable water valve. Since the potable water system is owned and operated by Pinellas County, the City will not be responsible for the charges associated with this change order. The \$20,769.39 will be paid in full by Pinellas County. However, since the County has no direct contract with Nelson Construction, these costs will be added to the City's contract and the City will invoice the County for the cost.

Change Order 20: This change order is related to three items related to the potable water system. The first item is the installation of a compression coupling for a potable water tie-in. The Second was an additional valve made necessary by a conflict between an existing hydrant and stormwater pipe at the southwest corner of 26th Avenue. The third was the installation of a 4 inch valve for a future fire suppression system for Fire station 22.

Since the potable water system is owned and operated by Pinellas County, the charges associated with this change order will be paid in full by Pinellas County. However, since the County has no direct contract with Nelson Construction, these costs will be added to the

City's contract and the City will invoice the County for the cost.

Change Order 21: This change order presents one credit associated with sanitary sewer design changes and six charges for items including investigation and removal of six unforeseen pipes in conflict with the force main extension at 20th Avenue, modifications to the conduit crossing at 25th Avenue, conduit crossing for the parking sign for Sea Critters remote parking lot, and additional flatwork and surface preparation for driveway aprons and the area between the sidewalk and driveways not identified on the project plans. The City will seek reimbursement from the Engineer of Record for the plan error at Cabrillo.

Funding:

CIP – Pass-A-Grille Way Reconstruction Project

Requested Motion:

“I move to authorize the City Manager to approve change orders 19, 20, and 21 to the purchase agreement with Nelson Construction for the Pass-A-Grille Way Reconstruction Project for \$20,769.39, \$15,148.99, and \$34,031.23, respectively.”

Attachments:

Change Orders 19, 20, and 21

**Reviewed by
City Manager:**

WS



CHANGE ORDER NO. 19

PROJECT IDENTIFICATION:

Project Name: Pass-A-Grille Way Reconstruction from W. Maritana Dr. to 19th Ave

CONTRACTOR: David Nelson Construction Company

CONTRACT: The Agreement dated 07/08/2015 between David Nelson Construction Company and the City of St. Pete Beach for the above described Project.

The Contract is changed as follows:

1. *EXISTING 16" VALVE REMOVAL AND SLEEVE REPLACEMENT AT CABRILLO – The changes shall be made as described in Nelson's price proposal dated 04/21/2017. Zero additional contract days.* **\$ 20,769.39**

Total Addition to Contract Sum **\$ 20,769.39**

Contract Sum with prior approved Change Orders was: **\$ 10,399,909.76**

The Contract Sum will be increased by this Change Order
for the items described above in the amount of: **\$ 20,769.39**

The new Contract Sum, including this Change Order, will be: **\$ 10,420,679.15**

The Contract Time will be changed as follows: **+ 0 days**

Execution of this Change Order shall constitute a final settlement of all matters relating to the change in the Work as described above which is the subject of this Change Order. The change approved by this Change Order shall result in an addition of 0 calendar days to the Contract Time.

CHANGE ORDER NO. 19

OWNER/CITY:

CONTRACTOR:

By: _____

By: _____

Name: Wayne Saunders

Name: _____

Title: City Manager, St. Pete Beach

Title: _____

Date: _____

Date: _____



**General Contractors
Heavy Construction
Engineers
Site Work**

"An Equal Opportunity Employer"

Date: April 21, 2017

To: Ian Wade
Project Manager
City of St Pete Beach
155 Corey Ave
St Pete Beach, FL 33706
Tel: 727.363.9254
iwade@stpetebeach.org

Re: **EXISTING 16" VALVE REMOVAL AND SLEEVE REPLACEMENT AT CABRILLO**

At the weekly progress meeting on 03/23/2017, Pinellas County requested a price to replace the leaking 16" potable water valve near the SE corner of Cabrillo Ave and Pass A Grille Way. This pricing was provided on 04/07/2017 based on established line items in the schedule of values, and was contingent on having a minimum 7 hour shut down window in which to perform the work.

On 04/20/2017 Pinellas County revised their request to remove the leaking valve and place a piece of straight pipe in its place. Attached is the pricing for the removal of the valve and the sleeve replacement, based on established line items in the schedule of values. This pricing is contingent on having a minimum 7 hour shut down window in which to perform the work.

I am available to meet with you should further explanation be necessary.

Sincerely,

William Stock
David Nelson Construction Co.
Project Manager
727-784-7624
wstock@nelson-construction.com

David Nelson Construction Co.

CGC012229

(727) 784-7624 Pinellas
(813) 228-8616 Tampa
(727) 786-8894 Fax

www.nelson-construction.com

3483 Alternate 19
Palm Harbor, Florida 34683



CHANGE ORDER NO. 20

PROJECT IDENTIFICATION:

Project Name: Pass-A-Grille Way Reconstruction from W. Maritana Dr. to 19th Ave

CONTRACTOR: David Nelson Construction Company

CONTRACT: The Agreement dated 07/08/2015 between David Nelson Construction Company and the City of St. Pete Beach for the above described Project.

The Contract is changed as follows:

1. *POTABLE LATERAL HYMAX CONNECTION AT 26TH – The changes shall be made as described in Nelson’s price proposal dated 03/06/2017, and Nelson’s Notice of Intent dated 02/07/2017. Zero additional contract days.* **\$ 3,493.10**
2. *HYDRANT AT 26TH - EXTRA VALVE DUE TO STORM CONFLICTS – The changes shall be made as described in Nelson’s price proposal dated 03/03/2017, and Nelson’s Notice of Intent dated 02/08/2017. Zero additional contract days.* **\$ 4,585.89**
3. *FIRE STATION 22 FIRE SUPPRESSION LEG AT HYDRANT AT 20TH AVE – The changes shall be made as described in Nelson’s price proposal dated 03/24/2017. Zero additional contract days.* **\$ 7,070.00**

Total Addition to Contract Sum **\$ 15,148.99**

Contract Sum with prior approved Change Orders was: **\$ 10,420,679.15**

The Contract Sum will be increased by this Change Order
for the items described above in the amount of: **\$ 15,148.99**

The new Contract Sum, including this Change Order, will be: \$ 10,435,828.14

The Contract Time will be changed as follows: **+ 0 days**

Execution of this Change Order shall constitute a final settlement of all matters relating to the change in the Work as described above which is the subject of this Change Order. The change approved by this Change Order shall result in an addition of 0 calendar days to the Contract Time.

CHANGE ORDER NO. 20

OWNER/CITY:

CONTRACTOR:

By: _____

By: _____

Name: Wayne Saunders

Name: _____

Title: City Manager, St. Pete Beach

Title: _____

Date: _____

Date: _____



General Contractors
Heavy Construction
Engineers
Site Work

"An Equal Opportunity Employer"

Date: March 6, 2017

To: Ian Wade
Project Manager
City of St Pete Beach
155 Corey Ave
St Pete Beach, FL 33706
Tel: 727.363.9254
iwade@stpetebeach.org

Re: **POTABLE LATERAL HYMAX CONNECTION AT 26TH**

Please see attached notice of intent for the description.

Attached for reference are the original contract plans, photos, Pinellas County approval of the Hymax fitting, and the product data for the Hymax fitting itself.

I am available to meet with you should further explanation be necessary.

Sincerely,

William Stock
David Nelson Construction Co.
Project Manager
727-784-7624
wstock@nelson-construction.com

David Nelson Construction Co.

CGC012229

(727) 784-7624 Pinellas
(813) 228-8616 Tampa
(727) 786-8894 Fax

www.nelson-construction.com

3483 Alternate 19
Palm Harbor, Florida 34683



**General Contractors
Heavy Construction
Engineers
Site Work**

"An Equal Opportunity Employer"

Date: March 3, 2017

To: Ian Wade
Project Manager
City of St Pete Beach
155 Corey Ave
St Pete Beach, FL 33706
Tel: 727.363.9254
iwade@stpetebeach.org

Re: **HYDRANT AT 26TH - EXTRA VALVE DUE TO STORM CONFLICTS**

Please see attached notice of intent for the description.

Attached for reference are the original contract plans and the Pinellas County hydrant detail.

I am available to meet with you should further explanation be necessary.

Sincerely,

William Stock
David Nelson Construction Co.
Project Manager
727-784-7624
wstock@nelson-construction.com

David Nelson Construction Co.

CGC012229

(727) 784-7624 Pinellas
(813) 228-8616 Tampa
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**3483 Alternate 19
Palm Harbor, Florida 34683**



General Contractors
Heavy Construction
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Site Work

"An Equal Opportunity Employer"

Date: March 24, 2017

To: Ian Wade
Project Manager
City of St Pete Beach
155 Corey Ave
St Pete Beach, FL 33706
Tel: 727.363.9254
iwade@stpetebeach.org

Re: **FIRE STATION 22 FIRE SUPPRESSION LEG AT HYDRANT AT 20TH AVE**

The St Pete Beach fire marshal requested that Nelson install a 4" valve for a future fire suppression system at fire station 22 at 20th Ave. Pinellas County requested that we install a 6"x6" tee with a 6"x4" reducer and 4" gate valve with plug facing south for the future fire suppression system, and a second 6" gate valve for the fire hydrant on the north side of the tee. This will allow Pinellas County to take the hydrant out of service without affecting the fire suppression system.

For this additional work, Nelson is requesting zero additional contract days.

Attached for reference are plan sheet 2.01 and a blown-up snap shot of 2.01.

I am available to meet with you should further explanation be necessary.

Sincerely,

William Stock
David Nelson Construction Co.
Project Manager
727-784-7624
wstock@nelson-construction.com

David Nelson Construction Co.

CGC012229

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(813) 228-8616 Tampa
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Palm Harbor, Florida 34683



CHANGE ORDER NO. 21

PROJECT IDENTIFICATION:

Project Name: Pass-A-Grille Way Reconstruction from W. Maritana Dr. to 19th Ave

CONTRACTOR: David Nelson Construction Company

CONTRACT: The Agreement dated 07/08/2015 between David Nelson Construction Company and the City of St. Pete Beach for the above described Project.

The Contract is changed as follows:

1. *SANITARY DESIGN CHANGES – The changes shall be made as described in Nelson’s price proposal dated 03/21/2017. Zero additional contract days. **\$ (10,762.48)***
2. *UNKNOWN PIPES AT 20TH AVE SANITARY LIFT STATION – The changes shall be made as described in Nelson’s price proposal dated 03/16/2017. Zero additional contract days. **\$ 2,125.16***
3. *CONDUIT IN CONFLICT WITH ALL UTILITIES AT 2500 PASS A GRILLE WAY WEST (STATION 37+00 L) – The changes shall be made as described in Nelson’s price proposal dated 03/24/2017. Two additional contract days. **\$ 11,604.92***
4. *DUKE 4” CONDUIT CROSSING PASS A GRILLE WAY AT SEA CRITTERS TO SIGN ON WEST SIDE – The changes shall be made as described in Nelson’s price proposal dated 03/16/2017. Zero additional contract days. **\$ 4,202.53***
5. *PLANS DISCREPANCY OF LOW POINT AT CABRILLO 62+29 – The changes shall be made as described in Nelson’s price proposal dated 04/07/2017. Zero additional contract days. **\$ 3,047.07***
6. *ADDITIONAL FLATWORK AND SURFACING – The changes shall be made as described in Nelson’s price proposal dated 04/21/2017. Zero additional contract days. **\$ 23,814.03***

Total Addition to Contract Sum **\$ 34,031.23**

Contract Sum with prior approved Change Orders was: \$ 10,435,828.14

The Contract Sum will be increased by this Change Order
for the items described above in the amount of: \$ 34,031.23

The new Contract Sum, including this Change Order, will be: **\$ 10,469,859.37**

The Contract Time will be changed as follows: + 2 days

CHANGE ORDER NO. 21

Execution of this Change Order shall constitute a final settlement of all matters relating to the change in the Work as described above which is the subject of this Change Order. The change approved by this Change Order shall result in an addition of 2 calendar days to the Contract Time.

OWNER/CITY:

CONTRACTOR:

By: _____

By: _____

Name: Wayne Saunders

Name: _____

Title: City Manager, St. Pete Beach

Title: _____

Date: _____

Date: _____



**General Contractors
Heavy Construction
Engineers
Site Work**

"An Equal Opportunity Employer"

Date: March 21, 2017

To: Ian Wade
Project Manager
City of St Pete Beach
155 Corey Ave
St Pete Beach, FL 33706
Tel: 727.363.9254
iwade@stpetebeach.org

Re: **SANITARY DESIGN CHANGES**

There have been multiple design changes to the sanitary sewer system over the course of the project. This change order is to capture the major additions and subtractions to the scope that occurred before construction began. These changes include:

1. Deletion of manhole SS-9B and the 15" pipe between manholes SS-9B and SS-9 at 29th Ave – regarding the manhole, one "each" has been credited, including material and labor.
 - a. The manhole material should have been purchased by the City as a City direct purchase under Change Order 2. This material difference will be rectified at the end of the project in a final change order.
2. Deletion of manhole SS-22 and the pipe east at 19th Ave – one "each" has been credited, including material and labor.
 - a. The manhole material should have been purchased by the City as a City direct purchase under Change Order 2. This material difference will be rectified at the end of the project in a final change order.
3. The change to make all the gravity sanitary sewer pipe between 19th and 21st Avenues 10" C-900
4. Manholes 4, 5 and 13 were not shown to be drop manholes, and therefore had to be modified to be inside drop manholes because the structures had already been produced.

After reviewing the time associated with the scope additions and deductions above, it was determined that the net change to the contract time should be zero days.

Attached for reference is the confirmation email from Jeff Earhart to use 10" C-900 for the gravity sanitary sewer pipe between 19th Ave and 21st Ave. Also attached are plan sheets 2.01, 2.02, 2.04, 2.06 and 2.09 showing the areas affected by these changes, and pertinent invoices for the inside drop manholes.

I am available to meet with you should further explanation be necessary.

Sincerely,

William Stock
David Nelson Construction Co.
Project Manager
727-784-7624
wstock@nelson-construction.com

David Nelson Construction Co.

CGC012229

(727) 784-7624 Pinellas
(813) 228-8616 Tampa
(727) 786-8894 Fax

www.nelson-construction.com

3483 Alternate 19
Palm Harbor, Florida 34683



General Contractors
Heavy Construction
Engineers
Site Work

"An Equal Opportunity Employer"

Date: March 16, 2017

To: Ian Wade
Project Manager
City of St Pete Beach
155 Corey Ave
St Pete Beach, FL 33706
Tel: 727.363.9254
iwade@stpetebeach.org

Re: **UNKNOWN PIPES AT 20TH AVE SANITARY LIFT STATION**

On 12/13/2016 Nelson started installation of the 6" force main coming out of sanitary lift station 4 at 20th Ave. Within the first 15 feet of excavation, Nelson uncovered 6 pipes not shown on the plans, all in the way of installing the new force main. We found 3 different 2" metal pipes, 2 each 6" metal pipes and one 2" poly potable water service. With each pipe found, the crew had to go and get a repair sleeve, and then drill a small hole in the pipe to make sure it wasn't under water pressure. Once that was verified they had to cut a small window in each pipe and shine a flashlight inside to make sure that there was no wire or liquid flow running through the pipe. Only after confirming that each pipe was abandoned could these pipes be cut out of the way. After cutting the two 6" metal pipes out of the way, the open ends of the pipe had to be bulk headed. In the case of the 2" potable water service, the poly pipe was damaged during the excavation, and threatened to flood the trench. The crew had to crimp the pipe to stop the flow of water, go and get the repair materials, and then replace a 4 foot section of the poly pipe.

Attached for reference are the original contract plan sheet 2.01, an enlarged snapshot of plan sheet 2.01, and a picture from 12/13/2016 showing all 6 of the pipes that were not shown on the plans and in conflict.

I am available to meet with you should further explanation be necessary.

Sincerely,

William Stock
David Nelson Construction Co.
Project Manager
727-784-7624
wstock@nelson-construction.com

David Nelson Construction Co.

CGC012229

(727) 784-7624 Pinellas
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3483 Alternate 19
Palm Harbor, Florida 34683



**General Contractors
Heavy Construction
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"An Equal Opportunity Employer"

Date: March 24, 2017

To: Ian Wade
Project Manager
City of St Pete Beach
155 Corey Ave
St Pete Beach, FL 33706
Tel: 727.363.9254
iwade@stpetebeach.org

Re: **CONDUIT IN CONFLICT WITH ALL UTILITIES AT 2500 PASS A GRILLE WAY WEST (STATION 37+00 L)**

On 01/18/2017, Nelson attempted to cross to the west side of Pass A Grille Way (PAGW) with the conduit system just north of 25th Ave. The crew was attempting to run 10 each 4" Duke conduits, 2 each 2" Bright House conduits and 1 each 2" Verizon conduit. The Duke conduits were all terminating at two transformers on the west side of PAGW, with the Bright House and Verizon conduit crossing to the west side of PAGW and then turning north. Normally the conduit runs under the storm and over the potable and reclaimed mains. At this crossing, the crew had to go over the top of the existing 18" sanitary, the existing 16" reclaimed and the existing 16" potable mains. This put the conduit in direct conflict with the new 19"x30" concrete storm pipe that has not been installed. The conduit pipes could not be offset under the storm and back up because it would have put too many bends in the conduit for the utilities to pull their wire through without damage.

Duke allowed their electrical conduit to be installed shallower than normal, with approximately 24" of cover, but stated that the conduit had to have a concrete shock pad poured over the top of the conduit, extending past the sides of the conduit by approximately one foot. They also stated that this concrete pad had to be poured before they would make the wire in the conduit live (carrying electricity).

This concrete shock pad therefore has logistical complications. Before this concrete pad can be poured, the new sanitary main has to be installed south of this location and then tested and inspected. After installing, testing and inspecting the new sanitary main, all this conduit will then have to be hand-exposed and tunneled underneath to connect the sanitary lateral to the new sanitary main. Then the new 19"x30" concrete storm pipe will need to be installed under the conduit system. Everything will then have to be backfilled just over the top of the conduit, and the concrete pad poured. After the concrete pad is poured, approximately 1 foot of dirt will have to be placed over the top of the concrete pad so sod can be placed. Approximately 6 inches of dirt will separate the sidewalk from the concrete shock pad.

The pricing attached includes the time for dealing with these conflicts on 1/18/2017, the added cost for pouring the concrete pad and backfilling under and above it, as well as the additional time for tunneling under and installing the sewer lateral and storm under the conduit system.

The plans also showed the two transformers where the Duke conduit is terminating as being set on private property. These transformers were actually set on the City's right of way, and on the edge of a driveway apron. The transformers therefore have to be protected, where they didn't need to be before. We included the cost of 4 bollards.

For this additional work, Nelson is requesting two additional contract days.

David Nelson Construction Co.

CGC012229

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**3483 Alternate 19
Palm Harbor, Florida 34683**

Attached for reference are the original notice of intent, plan sheet 2.04 marked up to show all the pipes in conflict, a blown up snapshot of plan sheet 2.04, plan sheet 10.02, a blown up snapshot of 10.02 and photos marked up to show all the pipes in conflict in a 15 foot space, as well as the final location of the transformers.

I am available to meet with you should further explanation be necessary.

Sincerely,

William Stock
David Nelson Construction Co.
Project Manager
727-784-7624
wstock@nelson-construction.com



General Contractors
Heavy Construction
Engineers
Site Work

"An Equal Opportunity Employer"

Date: March 16, 2017

To: Ian Wade
Project Manager
City of St Pete Beach
155 Corey Ave
St Pete Beach, FL 33706
Tel: 727.363.9254
iwade@stpetebeach.org

Re: **DUKE 4" CONDUIT CROSSING PASS A GRILLE WAY AT SEA CRITTERS TO SIGN ON WEST SIDE**

Nelson was approached by F&H Electrical, the subcontractor pulling electrical wires for Duke, on the afternoon of 03/15/2017. They wanted to know the location of the conduit running to the Sea Critters sign on the west side of Pass A Grille Way, between Gennero's and Shaner's Land and Sea Market. They had plans that showed underground conduit and wire running to the sign to provide it with electricity. None of the plans provided to Nelson, either by the City or Duke, showed a conduit road crossing at that location. Nelson then contacted Steve Branham with UC Synergetic, Duke's onsite representative, and confirmed that the conduit was necessary as well as the conduit's path.

On the morning of 3/16/2017 Nelson's conduit crew installed the 4" conduit crossing first thing in the morning, in an effort to not hold up Duke's work, and to be able to reopen Pass A Grille Way as early as possible to allow traffic to flow southbound unimpeded. This involved hand digging up underneath the transformer pad that had already been set on the east side of PAGW at the south end of Sea Critter's parking lot, as well as hand digging around the pull box that had already been set on the west side of PAGW in the right of way in front of the sign. Nelson then had to saw cut and remove the asphalt in the road, excavate and install the conduit, and then patch the road with gravel road base. The road will then have to be patched with asphalt within approximately one week; the next time that asphalt is delivered for patching and road dip maintenance.

Attached for reference are the original contract plan sheet 10.01 and all 3 revisions of Duke's plan sheet DEF-1, none of which show a 4" conduit road crossing at Sea Critters.

I am available to meet with you should further explanation be necessary.

Sincerely,

William Stock
David Nelson Construction Co.
Project Manager
727-784-7624
wstock@nelson-construction.com

David Nelson Construction Co.

CGC012229

(727) 784-7624 Pinellas
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(727) 786-8894 Fax

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3483 Alternate 19
Palm Harbor, Florida 34683



General Contractors
Heavy Construction
Engineers
Site Work

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Date: April 7, 2017

To: Ian Wade
Project Manager
City of St Pete Beach
155 Corey Ave
St Pete Beach, FL 33706
Tel: 727.363.9254
iwade@stpetebeach.org

Re: **PLANS DISCREPANCY OF LOW POINT AT CABRILLO 62+29**

On Tuesday, 04/04/2017, Nelson's grading crew working on the southbound lane of Pass A Grille, realized that there was a problem with the grade at 62+29.29, which is a low point in the road. Survey for the roadway's low point had been staked according to the profile portion of plan sheet 2.09 and the storm inlet top for structure SW-CAB-4 had been staked per the edge of pavement elevation provided on 3.04, both of which matched with each other.

While the bottom lift of base (stabilizer) was being installed, the crew checked the percent fall and realized it was not close to the 0.68% provided on the profile of 2.09. This raised a red flag, and the crew immediately stopped and started shooting grades to try to determine what was staked incorrectly. The profile elevation matched the inlet top, and the nearby high points both matched. The crew then got the superintendent involved, and together they got our surveyor involved. It was then realized by our surveyor that the low point at 62+29.29 was different on the plan view of 2.09, and that the grade (percent fall) was calculated off of the elevation provided in the plan view.

In summary, the elevation of the low point at 62+29.29 should have been 3.60, but on the profile of 2.09 the elevation was written as 3.10. This 3.10 elevation error was then carried over onto plan sheet 3.04 and used to calculate the EP for storm structures SW-CAB-4 and SW-CAB-5.

The result of this was 2.5 hours of lost production for the road crew, and 2 hours of lost time for the superintendent and survey crew. It also resulted in over excavation between 62+88.36 and 62+29.29, going from zero at 62+88.36 to 0.5 feet at 62+29.29 and a corresponding overage in crushed concrete road base.

Attached are plan sheets 2.09 and 3.04 with clouds for clarification.

I am available to meet with you should further explanation be necessary.

Sincerely,

William Stock
David Nelson Construction Co.
Project Manager
727-784-7624
wstock@nelson-construction.com

David Nelson Construction Co.

CGC012229

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**General Contractors
Heavy Construction
Engineers
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Date: April 21, 2017

To: Ian Wade
Project Manager
City of St Pete Beach
155 Corey Ave
St Pete Beach, FL 33706
Tel: 727.363.9254
iwade@stpetebeach.org

Re: **ADDITIONAL FLATWORK AND SURFACING**

On 04/12/2017, Central Florida Contractors Inc (CFC), Nelson's flatwork subcontractor, brought to our attention a number of concerns with the sidewalks and driveway aprons on the project.

1. There was inconsistency in which came first, the sidewalk or the driveway aprons. The 2.XX and 3.XX plans showed the sidewalk going in first the majority of the time (with 3 exceptions excluding commercial properties). The sidewalk/driveway apron details provided on 8.01 show the driveway aprons going in first, and the sidewalk matching up to the driveway aprons. The City has since provided direction to build the sidewalk and driveway aprons per the 2.XX and 3.XX plans, stating that the discrepancies on the 2.XX and 3.XX plans were at locations where there was concern of the aprons being too steep if poured to match the sidewalk.
2. There are locations where the cross sections, which provide elevations for the sidewalk, differ from the elevations of existing driveways. At these locations, Nelson and CFC needed direction to match the elevation of the sidewalk to the existing driveways at the right of way line. This direction was provided by the City.
3. Driveway aprons were not shown on the 2.XX and 3.XX plans to have any uniform flare where meeting the curb, and the sidewalk/apron details on 8.01 did not provide dimensions for these flares. The City provided direction under separate cover to make all residential driveway aprons consistent with a 7' x 3' flare where the apron meets the curb line.
4. The plans did not show the majority of driveways/driveway aprons extending past the sidewalk to the right of way line. Therefore, the material quantities provided in the bid did not include concrete (or any material other than sod) on the back side of the sidewalk, if not shown on the plans.
 - a. Nelson then asked the City how they wanted to proceed with driveways that were made of pavers. The City responded that it would be the homeowner's responsibility to place pavers in the space between the back of the sidewalk and the right of way line, including resetting of any pavers that may have unraveled on private property over the course of construction. The attached pricing therefore includes placing gravel at all such locations. If the City and homeowner decide that they want concrete driveway between the sidewalk and right of way line, then that change will be handled separately from the attached pricing.

The pricing attached includes the costs of the following:

1. Extending concrete driveways between the sidewalk and the right of way line where the existing driveway was cut, if the driveway is made of concrete.
2. Placing gravel between the sidewalk and driveway, if the driveway is made of pavers, per 4a above.
3. Placing shell between the sidewalk and driveway, if the driveway is made of shell.

David Nelson Construction Co.

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**3483 Alternate 19
Palm Harbor, Florida 34683**

4. Extending concrete sidewalks between the sidewalk and the right of way line, to match resident's personal sidewalks.
5. Placing additional concrete at driveway apron flares to make all driveway apron flares consistent.
6. Placing curb at select locations where the plans did not call for curb, but curb is required.
7. Placing shell at select locations where the plans did not call for it, but it is required.
8. For all the locations where concrete, gravel and shell are now going in behind sidewalks or at driveway aprons, a credit for the same amount of sod is provided.

The attached plans and takeoffs show the locations where these additional materials will be placed.

- Additional concrete is shown in purple
- Subtracted concrete is shown in brown
- Additional gravel base is shown in blue
- Additional shell is shown in green
- Additional curb is shown as a red line

I am available to meet with you should further explanation be necessary.

Sincerely,

William Stock
David Nelson Construction Co.
Project Manager
727-784-7624
wstock@nelson-construction.com

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

Issue

Considered: Authorize the City Manager to execute change order 9 to the existing contract with USA Voltage, LLC in the amount of \$47,530 to provide underground utility service connections for the Pass-a-Grille Way North Reconstruction project.

Date: May 23, 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. As the work has progressed, the actual scope and length of the service connection at each location continued to be determined.

This Change Order 9, which will be the last to this contract with USA Voltage, included additional charges determined for various commercial structures, City facilities. Upon execution and payment of this final change order, the final savings to the City as a result of direct contracting these services is \$443,620.

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

Requested Motion: “I move to authorize the City Manager to execute change order 9 to the existing contract with USA Voltage, LLC in the amount of \$47,530 to provide underground utility service connections for the Pass-a-Grille Way North Reconstruction project.”

Attachments: Change Order 9

**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 9 (Revised)

04-28-17

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

Commercial properties

Wharf Restaurant

- 150' of 4" conduit and trench
- Build new H rack for new service
- 1-new 200 amp 3 phase meter socket
- 1-new 200 amp 3 phase fusible disconnect
- 20'-of 200 amp secondary conduit and feeder.

Total Wharf _____ \$16,000.00

Fire Station Dock

- 1-new 100 amp meter socket
- 1-nema 3R panel
- Install 2 GFCI protected receptacles

Total fire station Dock _____ \$1,500.00

Sea Critters

- 2-2" conduit for Bright House and Verizon
- Saw cut and patch asphalt as required

Total Sea Critters _____ \$5,100.00

Marina

North Side:

- 1-2" conduit with 200 amp feeder

South Side

- 1-4" conduit with 300 Amp feeder
- 1-3' conduit with 250 amp feeder

Total Marina _____ **\$15,000.00**

Lift station north side of the Marina

- 20'-2" conduit and 100 amp 3 phase 4 wire feeder

Total lift station _____ **\$1,500.00**

Bright House service at Maritanna:

- 60'-of trench
- 60'-PVC Conduit
- 100'- 0f 60 amp feeder

Total Bright house service _____ **\$2,500.00**

New service for bridge lighting _____ **\$-0-**
(Donation to the city)

Residential

2101 Pass-A-Grille way (added at the end of the project _____ **\$4,600.00**

Install new raceway and conductors for bridge lighting _____ **\$1,000.00**

Supply a pedestrian traffic rated ground box for sidewalk (Requested by Vickie). _____ **\$330.00**

TOTAL THIS CHANGE ORDER REQUEST _____ **\$47,530.00**

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

Issue Considered: Authorize the City Manager enter into a Purchasing Agreement with Pavement Technology, Inc. for \$25,142.40 to piggyback an existing agreement with the City of Punta Gorda for Asphalt Rejuvenation.

Date: May 23, 2017

Prepared By: Mike Clarke, Public Works Director

Summary of Issue: Based on the most recent pavement assessment report, the City identified that a significant number of streets would benefit largely from a pavement rejuvenation product called Reclamite.

The City has elected to piggyback an existing contract between the City of Punta Gorda and Pavement Technology, Inc. to apply Reclamite to over 31,000 square yards of existing asphalt pavement at 13 City streets. The locations are listed on the cost estimate included with this report.

Funding: CIP – Street Rehabilitation FY17

Requested Motion: “I move to authorize the City Manager enter into a Purchasing Agreement with Pavement Technology, Inc. for \$25,142.40 to piggyback an existing agreement with the City of Punta Gorda for Asphalt Rejuvenation.”

Attachments: Piggybacked Contract
Contract Verification Letter
Purchasing Agreement
Cost Estimate

**Reviewed by
City Manager:** WS

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Reclamite Asphalt Rejuvenation

This is an Agreement (the "Agreement") entered into by and between the City of St. Pete Beach (hereinafter "City") and Pavement Technology, 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 1, 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 \$25,142.40 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:
Pavement Technology, Inc.
Attn.: Colin Durante
24144 Detroit Rd.
Westlake, OH 44145

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.

Pavement Technology, 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)

Pavement Technology, Inc.

24144 Detroit Rd.
Westlake, Ohio 44145

Phone: 800-333-6309 440-892-1895
Fax: 440-892-0953

April 24, 2017

Mr. John Kretzer
Operations Manager
City of St. Petersburg Beach
7701 Boca Ciega Drive
St. Petersburg Beach, FL 33706-1731

RE: Rejuvenation of Asphaltic Concrete Surface Coarse Roadways
Agreement #F2014111/SVC-ASPHREJ/1415
Contract Period: May 21, 2015 THRU May 20, 2018

Dear Mr. Kretzer:

Attached please find verification of our contract with The City of Punta Gorda, Florida for the application of Reclamite® Asphalt Rejuvenating Agent.

Pavement Technology, Inc. can offer to The City of St. Petersburg Beach, Florida the contract price of \$0.81 per square yard in accordance with The City of Punta Gorda contract enclosed.

We look forward to the opportunity to work with you and The City of St. Petersburg Beach. Please contact me if I can supply additional information.

Thank you for your interest in pavement preservation with Reclamite® Asphalt Rejuvenator.

Sincerely,

Colin Durante

Colin M. Durante
President
cdurante@pavetechinc.com

cc: Ken Carpenter
Attachments

**AGREEMENT F2014111/SVC-ASPHREJ/1415
BETWEEN CITY AND CONTRACTOR**

THIS AGREEMENT is dated as of the 19th day of May in the year 2015 by and between:

The City of Punta Gorda
326 West Marion Avenue
Punta Gorda, FL 33950
(941) 575-3302

(Hereinafter "**CITY**") and

Pavement Technology, Inc
24144 Detroit Road
Westlake, Ohio 44145
(440) 892-1895

(Hereinafter "**CONTRACTOR**")

The Agreement Documents consist of this executed Agreement, the complete Solicitation Package, and CONTRACTOR'S Submittal Package, and all documents that may be executed as a result of this executed agreement. City and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

CONDITIONS OF WORK/PURCHASE: All work performed or purchases made shall be in accordance with the terms and conditions of this Agreement and any attachments hereto. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the CITY's appropriate level of authority. Failure of CITY to object to provisions contained in any acknowledgment, document or other communications from CONTRACTOR shall not be construed as a waiver of the Agreement's terms and conditions or an acceptance of any such provision.

This Agreement and any attachments hereto, constitute the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Agreement shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. Only the CITY's appropriate Change Order Authority can make changes or modifications by issuance of an official change notice.

ARTICLE 1 - WORK

All work to be performed in accordance with the Agreement Documents, Exhibit A and shall be completed in a timely and professional manner. The Work/Commodities under the Agreement Documents may be the whole or only a part is generally described as follows:

ASPHALT REJUVENATION APPLICATION

ARTICLE 2 – CITY STAFF RESPONSIBILITIES

REPRESENTATIVE – Linda Sposito, Project Manager, Public Works, who is hereinafter referred to as REPRESENTATIVE will assume all duties and responsibilities and will have the rights and authority assigned to REPRESENTATIVE in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

CONTRACT MANAGER - The Procurement Manager or their designee, who is hereinafter referred to as CONTRACT MANAGER will assume all duties and responsibilities and will have the rights and authority assigned to ensure contract compliance and management of the Agreement.

CONTRACT ADMINISTRATOR – Senior Purchasing Agent or their designee, who is hereinafter referred to as CONTRACT ADMINISTRATOR shall receive and/or be copied on all correspondence between the CITY and CONTRACTOR for the project and is responsible for all records retention of Agreement correspondence.

EXHIBIT A

**CONTRACT – Rejuvenation of Asphaltic Concrete Surface Course Roadways
AGREEMENT #F2014111/SVC-ASPHREJ/1415**

INITIAL PERIOD ☒ **RENEWAL PERIOD** ☐ **EXTENSION** ☐

CONTRACT PERIOD: May 21, 2015 THRU May 20, 2018

PRICES EFFECTIVE THROUGH: May 20, 2016

NOTE: Prices may remain fixed for an extended period if price adjustment not requested by Vendor

Deb Adams, CONTRACT ADMINISTRATOR – dadams@pgorda.us, fax 941-575-3340, or 326 W. Marion Avenue, Punta Gorda, FL 33950 SHALL be copied on all correspondence relating to this contract.

AWARDED VENDOR: Pavement Technology, Inc

PRIMARY ORDERING CONTACT INFORMATION: John J Schlegel

EMAIL: jschlegel@pavetechinc.com

TELEPHONE: 440/892-1895 FAX: 440/892-0953 CELL: 216/780-4316

MAILING ADDRESS: 24144 Detroit Rd, Westlake, OH 44145

ALTERNATE ORDERING CONTACT INFORMATION: Ken Carpenter

EMAIL: kcarpenter@pavetechinc.com

TELEPHONE: 440/892-1895 FAX: 440/892-0953 CELL: 727/641-0913

PRIMARY CONTRACT CONTACT INFORMATION: Karen McIntyre

EMAIL: kmcintyre@pavetechinc.com

TELEPHONE: same FAX: same CELL: N/A

MAILING ADDRESS: same

ALTERNATE CONTRACT CONTACT INFORMATION: Maria Steward

EMAIL: mstewart@pavetechinc.com

TELEPHONE: same FAX: same CELL: n/a

PAYMENT TERMS: Net 30

ACCEPT CREDIT CARDS: ☐ Yes ☒ No

MAXIMUM PERCENTAGE INCREASE: 2ND & 3RD YEARS – 5%

RESPONSE TIME:

Normal – Within 2 days of City's acceptance of the SOW (Statement of Work)

PURCHASING REQUIREMENTS

- 1) Departments shall enter a requisition with estimated dollars for issuance of a Blanket PO. CIP requisitions will need a separate Blanket PO.
- 2) Supervisors shall verify contract rates on all invoices prior to authorizing payment of invoices.

Item	Description	UOM	Unit Price
1	Sealing w/Asphaltic Rejuvenation Agent, furnished and installed per Specifications	Square Yard	\$0.81
2	Minimum Square Yards of Asphaltic Rejuvenation Agent Required to Mobilize	Square Yard	25,000

Cost Estimate

RECLAMITE

1ST Palm Point	1300 SqYds		
41st Avenue (Poinsettia to the East)	3368 SqYds		
Poinsettia Drive(41st Avenue to the South)	2842 SqYds		
Belle Pointe Drive	5793 SqYds		
Casablanca (Bayway to Maritana)	1465 SqYds		
West Debazan	1937 SqYds		
East Debazan	278 SqYds		
Intersection of E & W Debazan	700 SqYds		
East Debazan to Casablanca	2029 SqYds		
Casablanca(Bayway to 37th Ave)	2693 SqYds		
37th Avenue(Casablanca to Gulf Blvd)	637 SqYds		
75th Avenue (Gulf Blvd to Sunset Way)	4145 SqYds		
West Corey Avenue(Sunset Way to Gulf Blvd)	3853 SqYds		
		Unit Cost	
Total	31040 SqYds	\$0.81SqYd	\$25,142.40

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

Issue Considered: Initiate Foreclosure Law Suit at 627 78th Ave.

Date: May 23, 2017

Prepared By: Andrew Dickman, City Attorney

Through: Wayne Saunders, City Manager

Summary of Issue: As of May 23, 2017, the fines assessed against the above referenced property & property owner total \$254,925.00. This amount is related to multiple liens filed after special magistrate hearings and subsequent orders.

At a minimum, the property is in violation of Sanitary Facilities, Hot Water, Water Heating Facilities, Heating Facilities, Smoke Detector Systems, Screens, Electrical Lights and Outlets, and Ventilation. In addition, the property is under violation for Section 10.5 – potentially noxious, dangerous or offensive to residents of the district or to those who pass by on public roadways and Section 6.13(a)(2)(c) which prohibits living accommodations in a detached garage.

The infractions on this case go back to 2006. The property owner appeared before the City's Special Magistrate on 4/06, 9/07, 03/10, 09/12, 03/16, 08/16, and 10/16 in addition to having an injunction against the owner for maintaining a public nuisance in the Circuit Court.

Requested Motion: “I move to authorize the city attorney to initiate litigation against James Birmingham, et al., for code violations and liens associated with the property located at 627 78th Ave, St. Pete Beach, FL 33706.”

Attachments:

**Reviewed by the
City Manager:**

WS



May 12, 2017

VIA HAND DELIVERY AND CERTIFIED
MAIL RETURN RECEIPT REQUESTED

James Birmingham
627 78th Avenue
St. Pete Beach, Florida 33706-1715

Re: Demand for Compliance or Payment of Administrative Fine/Lien
627 78th Avenue, St. Pete Beach, Florida 33706-1715 – Case #2012-11115-CI-8 and Case #
20160108

Dear Mr. Birmingham,

This letter serves as a request to bring your property into compliance, or the City of St. Pete Beach will have no other option but to foreclose on the fines/liens, if compliance is not achieved by May 8, 2017. As of April 7, 2017, you are currently obligated to pay the sum of \$209,425.00, pursuant to the Orders Imposing Administrative Fines/Liens entered on August 19th, 2016 for Case #2012-11115-CI-8, and October 19th, 2016 for Case # 20160108 (copies attached).

Pursuant to said Orders the fines have accrued at \$500.00 per day retroactive to August 15, 2016 for Case #2012-11115-CI-8 and \$500.00 per day retroactive to October 12, 2016 for Case # 20160108, for failure to bring the property into compliance of the violations of the Code of Ordinances of the City of St. Pete Beach, pursuant to the Special Magistrate's Finding of Facts and Order of August 19th, 2016 and October 19th, 2016.

The City of St. Pete Beach may start legal action to foreclose on its lien if the property remains non-compliant and may result in the sale of your property. The City may also have the right to seek judgment against you for any deficiencies after the house is sold.

Sincerely,

Jenni Bryla, AICP
Community Development Director
727-363-9265

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

Issue Considered: Ordinance No 2017-06, amending Chapter 6, Alcoholic Beverages of the City of St. Pete Beach Code of Ordinances relating to public consumption or possession of alcoholic beverages

Date: May 23, 2017

Prepared By: Jennifer Bryla, AICP

Through: Wayne Saunders, City Manager

Summary of Issue: Chapter 6 of the City Code restricts when the public may consume or possess alcoholic beverages. Pinellas County Ordinance 2017-09 was adopted on March 7th, 2017 which allows for the consumption of alcoholic beverages on any day from the hours of 8:00 am and 3:00 am. Previously the sale of alcohol was prohibited on Sundays before 11:00 am. Ordinance 2017-06 proposes similar language for the City for consistency with the County.

This Ordinance was heard by the Planning Board on April 18th, 2017 at a public hearing and they offered a recommendation of approval 3-0. The City Commission also offered a vote to the County on Oct 11th, 2016 that would support this initiative.

Requested Motion: I move to approve Ordinance No. 2017-06 on first reading (read title)

Attachment: Staff Report
Ordinance No. 2017-06
County Ordinance materials

**Reviewed by
City Manager:** WS



St. Pete Beach City Commission

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

5/23/2016

Item Number
Ordinance #2017-06

Type of Application
Chapter 6 – Alcoholic
Beverage of the Code of
Ordinances.

Applicant
City of St. Pete Beach

Location
City wide

Project Planner
Jennifer Bryla, AICP,

Requested Action
Approval of Ordinance
2017-06

**Staff
Recommendation**
Approval

Planning Board
4/18/2017 Recommended
approval 3-0

City Commission
First Reading (5/23/2017)

ITEM SUMMARY:

Chapter 6 of the City Code of Ordinances restricts when the public may consume or possess alcoholic beverages. Ordinance 2017-09 was adopted by the Board of County Commissioners to allow sale of alcohol prior to noon on Sundays. In order for consistency between County laws and the City, Staff is bringing forth an amendment to the City's Code of Ordinances that would mirror the County's. The intent of the Ordinance is to support our tourist community that often would like to take advantage of our many outdoor activities on Sundays.



PUBLIC NOTICE:

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

COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE:

The proposed Ordinance is consistent with the City of St. Pete Beach's Comprehensive Plan, specifically:

GOAL 2:

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

- Maximizing the potential for economic benefit resulting from the tourist

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.	trade and the enjoyment of natural and man-made resources by residents and visitors alike. • Minimizing the threat to health, safety, and welfare posed by hazards, nuisances, incompatible land uses, and environmental degradation. • Maintaining the community's recreation, open space and beaches. The proposed Ordinance is consistent with the intent of the Land Development Code and further augments the ability for tourist commercial facilities to attract and retain business. PLANNING BOARD: The proposed Ordinance was heard by the Planning Board on April 18th, 2017. They provided a recommendation of approval 3-0 (Shavlan/Ohlhaber). STAFF RECOMMENDATION: Upon review of the above guiding documents, staff recommends approval of Ordinance 2017-06.
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Ordinance 2017-06

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, AMENDING CHAPTER 6, ALCOHOLIC BEVERAGES, ARTICLE 1, IN GENERAL OF THE CITY OF THE ST PETE BEACH CODE OF ORDINANCES BY AMENDING SECTION 6-2, HOURS OF SALE AND OPERATION, PROVIDING FOR HOURS OF SALE OF ALCOHOLIC BEVERAGES; PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach recognizes that regulations on the hours of sale of alcoholic beverages are necessary to public health and welfare; and

WHEREAS, the City Commission wishes to be consistent with existing Pinellas County regulations.

WHEREAS, on April 18th, 2017 the Planning Board conducted a duly noticed public hearing on the proposed amendments and recommended approval 4-0.

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

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

SECTION 2. Code of Ordinances Sec. 6-2 Hours of sale and operation is hereby amended as follows:

(a) The prohibited hours for establishments dealing in alcoholic beverages shall be as follows:

(1) Alcoholic beverages in sealed containers for consumption off the premises shall not be sold from 3:00 a.m. to 8:00 any day of the week.

(2) Alcoholic beverages for consumption on the premises shall not be sold or served from 3:00 a.m. to 8:00 a.m. any day of the week.

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 take effect immediately upon adoption.

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

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:

City Attorney
Andrew Dickman, Esq.



FLORIDA DEPARTMENT *of* STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

March 9, 2017

Honorable Ken Burke
Clerk of the Board of County Commissioners
Pinellas County Courthouse
315 Court Street, 5th Floor
Clearwater, Florida 33756

Attention: James Bachteler, Deputy Clerk

Dear Mr. Burke:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Pinellas County Ordinance No. 17-09, which was filed in this office on March 9, 2017.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb

RECEIVED
MAR 9 2017
2017 MAR -9 AM 11:10
PINELLAS COUNTY FLORIDA

Bachteler, James J

From: Bryant, Linda C. <Linda.Bryant@DOS.MyFlorida.com>
Sent: Thursday, March 09, 2017 11:03 AM
To: Bachteler, James J
Cc: County Ordinances
Subject: Emailing - Pinellas20170309_Ordinance2017_17_09_Ack.pdf
Attachments: Pinellas20170309_Ordinance2017_17_09_Ack.pdf

The Department of State is committed to excellence.
Please take our [Customer Satisfaction Survey](#).

RECEIVED
BOARD OF
2017 MAR -9 AM 11:10
BRYANT & COMPANY
ADMINISTRATIVE
PINELLAS COUNTY FLORIDA

ORDINANCE NO. 17- 09

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY, FLORIDA AMENDING SECTION 6-29 OF THE PINELLAS COUNTY CODE RELATING TO THE CLOSING HOURS OF BUSINESS ESTABLISHMENTS IN PINELLAS COUNTY DEALING IN ALCOHOLIC BEVERAGES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE PINELLAS COUNTY CODE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Pinellas County Board of County Commissioners (Board) adopted Ordinance No. 10-39, codified in Section 6-29 of the Pinellas County Code (Code), which authorizes the hours of sale for alcoholic beverages; and

WHEREAS, the hours of sale are currently consistent across all days of the week except for Sunday; and

WHEREAS, municipalities, through the Pinellas County Mayors' Council, have expressed interest consistency across all days of the week;

WHEREAS, the Board adopted Ordinance No. 03-68, codified in Section 6-30 of the Code creating exceptions to the hours of sale; and

WHEREAS, these exceptions create confusion and inequities for the public and operators of establishments dealing in alcohol; and

WHEREAS, providing standard hours of operation for all establishments dealing in alcoholic beverages county-wide is beneficial to business operators and public customers.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY, FLORIDA, in a meeting duly assembled this 7th day of March, 2017, that:

SECTION 1. Section 6-29 (a) and (b), of the Pinellas County Code is hereby amended to read as follows:

Sec. 6-29. Closing hours.

All business establishments in Pinellas County, licensed or unlicensed, dealing in alcoholic beverages, public or private, either directly or indirectly, shall remain closed from the hours of 3:00 a.m. to 8:00 a.m. on each day of the week unless any municipality in Pinellas County establishes shorter opening hours as provided in Section 6-31 of this article.

SECTION 2. Section 6-30 of the Pinellas County Code is hereby amended to read as follows:

Sec. 6-30. Exceptions to article.

(a) Drugstores or prescription shops dealing only in medicines and drugs dispensed for medical purposes shall not be subject to the prohibitions of this article.

(b) Vendors licensed under F.S. §§ 563.02(1)(a), 564.02(1)(a) and 565.02(1)(a) shall be subject to the provisions of this article.

(c) All business establishments coming under this article which are engaged in a business primarily outside the purview of this article but which maintain a separate department or section within such establishment for the sale of alcoholic beverages shall close only that department or section in conformance with this article.

(d) Vendors licensed to sell alcoholic beverages for consumption on the premises shall be subject to the provisions of this article.

SECTION 3. Severability.

If any section, subsection, sentence, clause, phrase, or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not be construed to render the remaining provisions of this Ordinance invalid or unconstitutional

SECTION 4. Codification.

The provisions of this Ordinance shall be included and incorporated in the Pinellas County Code as an addition thereto, and shall be appropriately renumbered to conform to the uniform system of the Code.

SECTION 5. Filing of Ordinance; Effective Date.

Pursuant to Section 125.66, Fla. Stat., a certified copy of this Ordinance shall be filed with the Department of State by the Clerk of the Board of County Commissioners within ten (10) days after the enactment by the Board of County Commissioners. This Ordinance shall become effective upon filing of the Ordinance with the Department of State.

APPROVED AS TO FORM

By:



Office of the County Attorney

STATE OF FLORIDA

COUNTY OF PINELLAS

I, KEN BURKE, Clerk of the Circuit Court and Ex-officio Clerk to the Board of County Commissioners, in and for the State and County aforesaid, DO HEREBY CERTIFY that the foregoing is a true and correct copy of an Ordinance adopted by the Board of County Commissioners of Pinellas County, Florida, on March 7, 2017 relative to:

ORDINANCE NO. 17-09

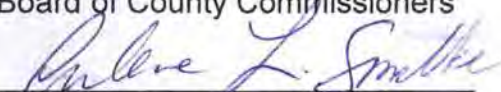
AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY, FLORIDA AMENDING SECTION 6-29 OF THE PINELLAS COUNTY CODE RELATING TO THE CLOSING HOURS OF BUSINESS ESTABLISHMENTS IN PINELLAS COUNTY DEALING IN ALCOHOLIC BEVERAGES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE PINELLAS COUNTY CODE; PROVIDING AN EFFECTIVE DATE.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this March 9, 2017



KEN BURKE
Clerk of the Circuit Court
and Ex-officio Clerk to the
Board of County Commissioners

By:


Arlene L. Smitke, Deputy Clerk

Bachteler, James J

From: Bachteler, James J on behalf of BoardRecords
Sent: Thursday, March 09, 2017 9:00 AM
To: 'County Ordinances'
Subject: RE: Pinellas County Ordinance - PIN20170309_Ordinance2017_17-09
Attachments: PIN20170309_Ordinance2017_17-09.pdf

Sender Full Name:	Ken Burke, Clerk of the Circuit Court and Comptroller Norman D. Loy, Deputy Clerk, Board Records Department
Sender Phone number:	(727) 464-3458
County Name:	Pinellas
Ordinance Number:	PIN20170309Ordinance2017_17-09

James J. Bachteler

Deputy Clerk / Notary Public / Records Specialist

Documents Management Group

Pinellas County Board Records Department
Office of Ken Burke, Clerk of the Circuit Court and Comptroller
315 Court St., 5th Floor, Clearwater, FL 33756
(727) 464-4749 | Fax (727) 464-4716
www.mypinellasclerk.org

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

Issue Considered: Ordinance No 2017-07 – Land Development Code updates

Date: May 23, 2017

Prepared By: Jennifer Bryla – Community Development Director.

Through: Wayne Saunders, City Manager

Summary of Issue: Proposed for your consideration are City-initiated amendments to the Land Development Code. The proposed changes are relating to either inconsistencies with the Comprehensive Plan, citizen initiatives and / or repetitive requests for variations from the code.

A full description of these requests is contained in the staff report and the matrix of “cause and effect”. This Ordinance has been heard by the Planning Board and they provided a recommendation for approval 3-0.

Requested Motion: I move to approve Ordinance No. 2017-07 on first reading as presented. (read title)

Attachment: Ordinance No. 2017-07
Staff Report
Matrix of Cause and Effect

**Reviewed by the
City Manager:**

WS



St. Pete Beach City Commission

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

5/23/17

Item Number
Ordinance #2017-07

Type of Application
Amendment to the Land
Development Code

Applicant
City of St. Pete Beach

Location
City wide

Project Planner
Jennifer Bryla, AICP

Requested Action
Approval of "Ordinance
2017-07"

**Staff
Recommendation**
Approval

Planning Board
April 18, 2017
recommended approval 3-0

City Commission
First Reading May 23, 2017

ITEM SUMMARY:

This City-initiated amendment to the Land Development Code is in response to scrivener's errors and consistent citizen requests for deviations from the code. These requested changes are consistent with the City's Comprehensive Plan as required by FS 163.3201.

PUBLIC NOTICE:

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

COMPREHENSIVE PLAN and LAND DEVELOPMENT CODE:

The proposed amendment is consistent with the City of St. Pete Beach's Comprehensive Plan.

Policy 2.1.14

The City shall adopt land development regulations that encourage parcel assembly to remedy defective or inadequate street layout and parking facilities; improve traffic flow on roadways; faulty site design layout and inadequate buffering, open space and drainage in relation to size, adequacy, usefulness; unsanitary or unsafe conditions; deterioration of a site or other improvements; inadequate and outdated building patterns.

The proposed amendments serve to respond to citizen initiatives and remedy other outdated building patterns consistent with the Comprehensive Plan policy directive.



Findings In its review of the proposed amendments, staff has determined: 1. The proposed amendments are consistent with Florida Statutes. 2. The proposed amendments are consistent with the Pinellas County Regional Policy Plan. 3. The proposed amendments are consistent with the St. Pete Beach Comprehensive Plan. 4. The proposed amendments are consistent with the intent of the LDC.	The proposed Ordinance also corrects inconsistencies between the Comprehensive Plan and the Land Development Code. JUSTIFICATION / TECHNICAL REVIEW: The Community Development Department consistently receives requests from citizens to allow deviations from the performance standards in the Land Development Code. These requests are then addressed through the variance process by the Board of Adjustment. However, the Land Development Code is intended to respond to the needs and desires of the community that it serves and although it must be consistent with the City’s Comprehensive Plan, the code may be changed from time to time as a request becomes apparently repetitive. This is the case with the changes represented in Ordinance 2017-07. These changes are either because of inconsistencies with the Comprehensive Plan, Scrivener’s errors or those requests that Community Development has had repetitive requests for. Wanting to be receptive to citizen needs and evolving development patterns, the Community Development Department recommends the changes to the code that are outlined in Ordinance 2017-07. PLANNING BOARD: The Planning Board heard the code changes at their public hearing on April 18th, 2017 and provided a recommendation of approval 3-0 (Ohlhaber, Shavlan). STAFF RECOMMENDATION: Upon review of the above guiding documents for the City of St. Pete Beach, Staff recommends approval of Ordinance 2017-07.
--	---

Q:Community development/boards and committees/city commission/staff reports/Ord 2017-07

Proposed Language	Justification
SECTION 2. Sec. 2.1. – Definitions. (General Definitions for LDC) shall be amended as follows: <i>Demolition</i> means the removal of a building, structure or portions thereof from a site. <i>Historic Preservation</i> See Division 28 herein.	Change requested for clarity between demo of historic structures and any other structure in the city for consistency sake.
Sec. 3.4.b.3. – Public Notice shall be amended as follows: (3) A notice shall be mailed at least fourteen days prior to the public hearing to owners of property located within 500 feet of any part of the property that is the subject of an application for a Future Land Use change, rezoning or Conditional Use. Notice for all other required public hearings shall be mailed at least fourteen days prior to the public hearing to owners of property located within 300 feet of any part of the property that is the subject of an application unless otherwise regulated herein. Property owners shall be determined from the latest Pinellas County real property tax records available to the city.	Change requested as other notice requirements exist in the Land Development Code that conflict with the 300 feet.
Sec. 6.13. – Accessory structures shall be amended to read Residential accessory structures.	Change requested as this title is often misconstrued to mean accessory residential structures or the allowance of additional density units, which is not the case.

Proposed Language	Justification
Sec. 6.14. – Encroachment of certain specified ancillary residential equipment into require yards shall be amended as follows: Ancillary residential equipment, such as but not limited to air conditioning compressors, swimming pool and spa filters and pumps, etc. shall be allowed to encroach into any required yard up to four feet, provided that any such equipment located in front of the residence shall be adequately shielded from the adjoining property by either a solid enclosure or solid fence or wall and no resulting setback shall be less than 3 feet from any property line. Equipment that is not at grade shall not encroach into any required front or side yard setback. New elevated equipment on any new or substantially improved structures shall not encroach into any required yard setback. This shall apply to any equipment installed for new or substantially improved structures or to such items being installed for existing structures the first time. Change-outs of existing equipment shall be exempt as long as they do not encroach further into any required yard.	Changes requested as this is a repetitive request from homeowners for relief from the code. Staff feels that the 3 feet is adequate protection for adjacent property owners.
Sec. 6.15. – Fences and walls shall be amended as follows: Fences and walls are permitted, provided fences and walls shall not exceed four feet in height in required front yards and eight feet in height elsewhere. Secondary front yards shall also be considered as front yards for the purposes of this section; provided, however, fences and walls in waterfront yards shall not exceed four feet in height. See also Section 6.21 for visibility requirements at street intersections.	Changes requested as this is a consistent questions received by staff, which can be easily clarified with the revised code language.
Resort condominiums: (1) Lot area: 1,452 square feet for each resort condominium unit, plus the required lot area determined under the requirements of section 14.11 for portions of the	Changes requested as the City does not regulate how Hoteliers create their building model. The City does have Impervious Surface Ratios (ISR) in place and Floor Area Ratios (FAR) in place to regulate intensity and protect surrounding properties.

Proposed Language	Justification
development allocated to retail sales, office space, restaurants, meeting or conference rooms, fitness facilities and other support facilities pursuant to section 6.6 of this Code. (2) Lot width: 50 feet.	
Sec. 28.8. – Certificate of appropriateness required; criteria for issuance; application requirements shall be amended as follows: (d) A minimum of 30 days prior to the date of the historic preservation board meeting at which the hearing shall be conducted, the applicant for a certificate of appropriateness shall submit to the city a completed application for certificate of appropriateness on a form provided by the city, which application shall include the following:	Change requested to bring the historic preservation board consistent with the other development boards that are regulated through the Community Development Department.
AC - Sec. 38.4 – Allowable conditional uses shall be amended as follows: Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the AC Activity Center District are as follows. (a) Assisted living facilities; (b) Charter and tour boat operations; (c) Communication facilities;	Change requested by active business owner. By requiring that only non-motorized water sports are permitted to be rented, staff feels that protection is given to adjacent residential properties from adverse impacts.

Proposed Language	Justification
(d) Docks, commercial-Classes A, B, C, and D; (e) Eating and drinking establishments with outdoor seating; (f) Kennels with outdoor runs; (g) Off-premise parking lot and/or structure; (h) Commercial parking structure; (i) Theatres; (j) Vessel for hire businesses; (k) Commercial rental of non-motorized water sports equipment; and (l) Subject to the provisions or restrictions contained in this section and elsewhere in this Code, temporary lodging units may be allocated from a density pool via a conditional use as follows:	
BR – Sec. 42.4 – Allowable conditional uses shall be amended as follows: Subject to the provisions or restrictions contained in this section and elsewhere in this code, allowable conditional uses in the Bayou Residential District are as follows. (a) Residential docks (b) Docks, commercial: Class A (c) Docks, commercial: Class B (d) Temporary Lodging with or without a commercial component, awarded on a first come, first serve basis, to come from the density pool established in the Comprehensive Plan (325 available units	Change justification is same as previous. BR and AC only zoning districts request is being made for.

Proposed Language	Justification
for potential use in the Town Center Core Corey Circle, Coquina West, Activity Center, and Bayou Residential Districts). (e) Off-premise parking lot. (f) Commercial parking lot. (g) Commercial rental of non-motorized water sports equipment. (Ord. No. 2010-21, § 1(Exh. A), 11-22-11; Ord. No. 2012-22, § 1(Exh. A), 11-13-12; Ord. No. 2015-03, § 9, 5-26-15)	
Sec. 46.6 – Density and intensity shall be amended as follows: Density and intensity shall be calculated on the basis of those portions of the site which are landward of the Florida Coastal Construction Control Line and shall be permitted as follows: (b) Transient accommodation uses shall not exceed 50 units per acre, except as provided for in section 46.4.	Simply a scrivener's error

Proposed Language	Justification						
Sec. 46.7 – Building height and front yard setbacks shall be amended as follows: (c) Fifty (50) feet above base flood elevation, for any buildings containing multi-family residential dwelling units, or any temporary lodging facility that does not comply with the minimum setbacks required for additional height established in sections 46.7.(a) and 46.7.(b) above, subject to a minimum setback of fifty (50) feet from Gulf Boulevard; or (d) Fifty (50) feet for temporary lodging with or without accessory uses as described in Section 46.3 and residential uses are required to have a minimum front setback of twenty (20) feet.	Simply a scrivener's error						
Sec. 46.8 – Secondary, rear, and sideyard setbacks shall be amended as follows: <table border="1" data-bbox="912 1058 1260 2007"> <tr> <td data-bbox="912 1824 1013 2007">Secondary front yard</td><td data-bbox="912 1058 1013 1824">10 feet</td></tr> <tr> <td data-bbox="1013 1824 1156 2007">Side yard</td><td data-bbox="1013 1058 1156 1824">Minimum combined side yards of 30 percent of lot width, with a minimum of 10 percent on each side. No single side yard setback shall be less than 10 feet.</td></tr> <tr> <td data-bbox="1156 1824 1260 2007">Rear yard</td><td data-bbox="1156 1058 1260 1824">10 feet landward of the Florida Coastal Construction Control Line.</td></tr> </table> (	Secondary front yard	10 feet	Side yard	Minimum combined side yards of 30 percent of lot width, with a minimum of 10 percent on each side. No single side yard setback shall be less than 10 feet.	Rear yard	10 feet landward of the Florida Coastal Construction Control Line.	Change requested as it is inconsistent with the Comprehensive Plan.
Secondary front yard	10 feet						
Side yard	Minimum combined side yards of 30 percent of lot width, with a minimum of 10 percent on each side. No single side yard setback shall be less than 10 feet.						
Rear yard	10 feet landward of the Florida Coastal Construction Control Line.						

Ordinance 2017-07

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ST PETE BEACH, FLORIDA, AMENDING THE CITY OF ST PETE BEACH LAND DEVELOPMENT CODE TO ADOPT REGULATORY MEASURES DESIGNED TO BE CONSISTENT WITH AND IMPLEMENT THE COMPREHENSIVE PLAN AND TO CORRECT SCRIVENER'S ERRORS; BY AMENDING SECTION 2.1 OF DIVISION 2, DEFINITIONS, PROVIDING FOR A DEFINITION OF "DEMOLITION" THAT IS COMPLIANT WITH DIVISION 28, HISTORIC PRESERVATION; AMENDING DIVISION 3.4(b).3 OF DIVISION 3, ADMINISTRATION, PROVIDING FOR CONSISTENCY WITH OTHER SECTIONS OF THE CODE; AMENDING SECTION 4.7 OF DIVISION 4, CONDITIONAL USE PERMITS, TO ADD FINAL ACTIONS BY THE CITY COMMISSION SHALL BE BY RESOLUTION; AMENDING DIVISION 6 – SUPPLEMENTAL REGULATIONS, SECTION 6.13 TO PROVIDE GREATER CLARITY; AMENDING SECTION 6.14 TO ALLOW ENCROACHMENT OF ANCILLARY RESIDENTIAL EQUIPEMENT, SECTION 6.15, FENCES AND WALLS TO PROVIDE GREATER CLARITY; AMENDING SECTION 14.6 OF DIVISION 14 TO REMOVE THE MAXIMUM TRANSIENT LODGING ROOM SIZE; AMENDING SECTION 28.2 OF DIVISION 28 TO REMOVE INCONSISTENT DEFINITION OF DEMOLITION; AMENDING SECTION 38.4 OF DIVISION 38 TO ALLOW NON-MOTORIZED WATER SPORTS AS A CONDITIONAL USE; AMENDING SECTION 42.4 OF DIVISION 42 TO ALLOW NON-MOTORIZED WATER SPORTS AS A CONDITIONAL USE; AMENDING DIVISION 46, SECTION 46.6(b) AND SECTION 46.7(c) and (d) TO CORRECT SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

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

WHEREAS, The City has an adopted Comprehensive Plan and Land Development Regulations (a/k/a "Land Development Code") pursuant to state law; and

WHEREAS, The City periodically finds sections in its Land Development Code which require clarification, updating and/or amending; and

WHEREAS, the City's Land Development Code also serves to maintain an environment conducive to the health, safety, welfare of the City's residents, and preserves and enhances property values within the City; and

WHEREAS, the City Commission seeks to amend the Land Development Code to correct Scriver's errors, to clarify ambiguous provisions, and to update code consistent with provisions of the Comprehensive Plan; and

WHEREAS, after due public notice, the Planning Board held a public hearing on April 18, 2017, to consider the proposed Land Development Code changes and provided recommendations to the City Commission as the local governing body; and

WHEREAS, on _____, 201____, the City Commission conducted a duly noticed initial public hearing on the proposed Land Development Code amendments; and

WHEREAS, on _____, 201____, the City Commission conducted a duly noticed second public hearing on the proposed Land Development Code 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 ("Whereas" clauses) are hereby adopted as legislative findings, purpose and intent of the City Commission.

SECTION 2. The listed sections of the City's Land Development Code are hereby amended as follows:

Sec. 2.1. – Definitions. (General Definitions for LDC) shall be amended as follows:

Demolition means the removal of a building, structure or portions thereof from a site.
Historic Preservation See Division 28 herein.

Sec. 3.4.b.3. – Public Notice shall be amended as follows:

(3) A notice shall be mailed at least fourteen days prior to the public hearing to owners of property located within 500 feet of any part of the property that is the subject of an application for a Future Land Use change, rezoning or Conditional Use. Notice for all other required public hearings shall be mailed at least fourteen days prior to the public hearing to owners of property located within 300 feet of any part of the property that is the subject of an application unless otherwise regulated herein. Property owners shall be determined from the latest Pinellas County real property tax records available to the city.

Sec. 4.7. – City commission Review shall be amended as follows:

Upon receipt of the written staff analysis, the city commission shall hold a public hearing to consider the application for conditional use and may grant, grant with conditions or deny the application. Final action of the city commission shall be by resolution and documented in the form of a development order containing a legal description of the real property to which the conditional use applies, together with the terms of the conditional use and any additional conditions imposed. For conditional use permits required by section 39.6(p) of this Code, the planning board shall hold a public hearing to consider the application and make a recommendation to the city commission.

Sec. 6.13. – Accessory structures shall be amended to read Residential ~~A~~accessory residential structures.

Sec. 6.14. – Encroachment of certain specified ancillary residential equipment into require yards shall be amended as follows:

Ancillary residential equipment, such as but not limited to air conditioning compressors, swimming pool and spa filters and pumps, etc. ~~and lawn irrigation pumps~~ shall be allowed to encroach ~~only into the rear or front~~ any required yards up to four feet, provided that any such equipment located in front of the residence shall be adequately shielded from the adjoining property by either a solid enclosure or solid fence or wall and no resulting setback shall be less than 3 feet from any property line. Equipment that is not at grade shall not encroach into any required front or side yard setback. New elevated equipment on any new or substantially improved structures shall not encroach into any required yard setback. This shall apply to any equipment installed for new or substantially improved structures or to such items being installed for existing structures the first time. Change-outs of existing equipment shall be exempt as long as they do not encroach into any required yard.

Sec. 6.15. – Fences and walls shall be amended as follows:

Fences and walls are permitted, provided fences and walls shall not exceed four feet in height in required front yards and eight feet in height elsewhere. Secondary from yards shall also be considered as front yards for the purposes of this section; provided, however, fences and walls in waterfront yards shall not exceed four feet in height. See also Section 6.21 for visibility requirements at street intersections.

Sec. 14.6. – Minimum zoning lot requirements shall be amended as follows:

The maximum residential density permitted in the RFM Resort Facilities Medium District shall not exceed 15 units per acre. The maximum transient accommodation density permitted shall not exceed 30 transient units. The minimum lot area and width requirements in the RFM Resort Facilities Medium District are as follows:

(a) Multi-family dwellings.

(1) Lot area: 2,904 square feet for each dwelling unit, pursuant to section 6.6 of this Code.

(2) Lot width: 50 feet.

(b) Transient accommodations.

Hotels and motels:

(1) Lot area: 1,452 square feet for each hotel or motel unit, plus the required lot area determined under the requirements of section 14.11 for portions of the development allocated to retail sales, office space, restaurants, meeting or conference rooms, fitness facilities and other support facilities pursuant to section 6.6 of this Code.

(2) Lot width: 50 feet.

Bed and breakfast inns: See section 6.2 of this Code.

Resort condominiums:

~~(1) Maximum size: Each unit within a resort condominium shall be no larger than 600 square feet in area. Units larger than 600 square feet shall be counted as one unit for each 600 square feet therein or portion thereof.~~

(12) Lot area: 1,452 square feet for each resort condominium unit, plus the required lot area determined under the requirements of section 14.11 for portions of the development allocated to retail sales, office space, restaurants, meeting or conference rooms, fitness facilities and other support facilities pursuant to section 6.6 of this Code.

(~~23~~) Lot width: 50 feet.

(c) All other uses. The lot area and width requirements stated below shall be considered the minimum standards; however, the requirements may be modified by the city under the site plan review process to fit the specific use.

(1) Lot area: 5,000 square feet, pursuant to section 6.6 of this Code.

(2) Lot width: 50 feet.

Sec. 28.8. – Certificate of appropriateness required; criteria for issuance; application requirements shall be amended as follows:

(d) A minimum of ~~45~~30 days prior to the date of the historic preservation board meeting at which the hearing shall be conducted, the applicant for a certificate of appropriateness shall submit to the city a completed application for certificate of appropriateness on a form provided by the city, which application shall include the following:

1. A recent survey of the property;
2. Elevations, drawn to scale, of the proposed addition(s), signed and sealed by a registered architect or engineer. The elevations shall include detailed information regarding the materials to be used.
3. A site plan, drawn to scale, of the proposed addition(s), signed and sealed by a registered architect or engineer. The plans shall include existing and proposed square footage, proposed landscaping, paving, and existing and proposed amounts of impervious surface.
4. Digital photographs of each existing elevation of the subject property.
5. Digital photos of the adjacent properties.

This material shall remain with the building permit application. Additional illustrations can be brought to the historic preservation board meeting, but the illustrations filed with the city shall clearly demonstrate the applicant's intent.

AC - Sec. 38.4 – Allowable conditional uses shall be amended as follows:

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the AC Activity Center District are as follows.

- (a) Assisted living facilities;
- (b) Charter and tour boat operations;
- (c) Communication facilities;
- (d) Docks, commercial-Classes A, B, C, and D;
- (e) Eating and drinking establishments with outdoor seating;
- (f) Kennels with outdoor runs;
- (g) Off-premise parking lot and/or structure;
- (h) Commercial parking structure;
- (j) Vessel for hire businesses; ~~and~~
- (k) Commercial rental of non-motorized water sports equipment; and

~~(k)~~ Subject to the provisions or restrictions contained in this section and elsewhere in this Code, temporary lodging units may be allocated from a density pool via a conditional use as follows:

40 temporary lodging uses per acre, not to exceed a total of either 50 units per project or the density pool allocated in the Comprehensive Plan (325 available units for potential use in the Town Center Core Corey Circle, Coquina West, Activity Center, and Bayou Residential Districts), with a maximum 1.0 floor area ratio on a minimum one (1) acre buildable site. To qualify for mixed use densities and intensities, a minimum of 10 temporary lodging units, mixed with a minimum of 0.35 floor area ratio for commercial or office uses, is required.

BR – Sec. 42.4 – Allowable conditional uses shall be amended as follows:

Subject to the provisions or restrictions contained in this section and elsewhere in this code, allowable conditional uses in the Bayou Residential District are as follows.

- (a) Residential docks

- (b) Docks, commercial: Class A
- (c) Docks, commercial: Class B
- (d) Temporary Lodging with or without a commercial component, awarded on a first come, first serve basis, to come from the density pool established in the Comprehensive Plan (325 available units for potential use in the Town Center Core Corey Circle, Coquina West, Activity Center, and Bayou Residential Districts).
- (e) Off-premise parking lot.
- (f) Commercial parking lot.
- (g) Commercial rental of non-motorized water sports equipment.

Sec. 46.6 – Density and intensity shall be amended as follows:

Density and intensity shall be calculated on the basis of those portions of the site which are landward of the Florida Coastal Construction Control Line and shall be permitted as follows:

- (b) Transient accommodation uses shall not exceed 50 units per acre, except as provided for in section 346.4.

Sec. 46.7 – Building height and front yard setbacks shall be amended as follows:

The maximum height shall be regulated by front setback as follows:

- (a) Seventy-six (76) feet for any building that exclusively contains only temporary lodging uses with a minimum setback of one hundred (100) feet from Gulf Boulevard;
or
- (b) Sixty-five (65) feet for any building that exclusively contains only temporary lodging uses with a minimum setback of seventy-five (75) feet from Gulf Boulevard;
or

(c) Fifty (50) feet above base flood elevation, for any buildings containing multi-family residential dwelling units, or any temporary lodging facility that does not comply with the minimum setbacks required for additional height established in sections ~~346.87~~.(a) and ~~346.87~~.(b) above, subject to a minimum setback of fifty (50) feet from Gulf Boulevard; or

(d) Fifty (50) feet for temporary lodging with or without accessory uses as described in Section ~~346.32~~ ~~[(b)]~~ and residential uses are required to have a minimum front setback of twenty (20) feet.

Sec. 46.8 – Secondary, rear, and sideyard setbacks shall be amended as follows:

Secondary front yard	10 feet
Side yard	Minimum combined side yards of 30 percent of lot width, with a minimum of 10 percent on each side. No single side yard setback shall be less than 10 feet.
Rear yard	10 feet landward of the Florida Coastal <u>Construction</u> Control Line, or St. Pete Beach Coastal Control Line, whichever is more restrictive.

SECTION 3. Repeal of Ordinances in Conflict. All other ordinances of the City of St. Pete Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

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.

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

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:

City Attorney
Andrew Dickman, Esq.

1
2