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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, June 27, 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. **Proclamation - Mr. John William Jenkins**
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: April 25, 2017; May 9, 2017; and May 23, 2017.**
 - b. **Approval of a proposal from Ennead LLC in the amount of \$13,300 to update the fiscal year 2018 Stormwater Non-Ad Valorem Assessment Roll.**

5. Action Items

- a. Approval of Accela Software Annual User Fee Agreement in the amount of \$25,147.90.**
- b. Approval of Interlocal Agreement with Pinellas County for the cooperative procurements of Disaster Debris Collection and Removal Services and Disaster Debris Monitoring and Management Services.**
- c. Approval of an Interlocal Agreement for the extension of the Penny for Pinellas Local Infrastructure Sales Surtax from 2020-2030.**
- d. City Manager Employment Agreement Extension**

6. Ordinances

- a. Ordinance 2017-08. First Reading and Public Hearing of an ordinance of the City of St. Pete Beach, Florida providing for amendments to Appendix "A" of the code of ordinances; amending, deleting, and establishing fees and charges; providing for the repeal of ordinances or parts of ordinances in conflict herewith; providing for severability; and providing for an effective date.**
- b. Ordinance No 2017-11. First Reading and Public Hearing of an ordinance of the City of St. Pete Beach, Florida Extending the Temporary Moratorium on the Establishment and Operation of Medical Marijuana Dispensing Organizations and Treatment Centers.**

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.

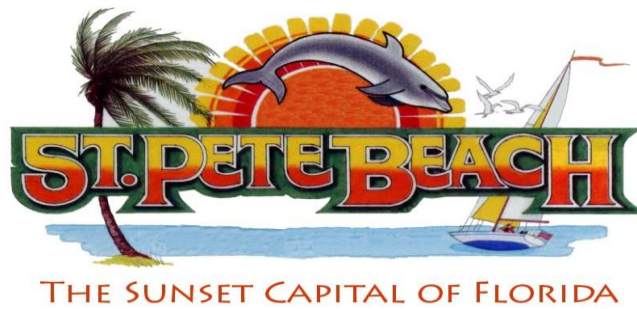
10. City Clerk, City Manager, City Attorney and City Commission Reports

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, John William Jenkins, a native Floridian and long -time resident of St. Pete Beach, is a decorated Veteran of 3 wars, having received the Distinguished Flying Cross, Air Medal and Bronze Star; and

WHEREAS, America's Veterans should be honored and recognized for their dedication and service to their Country; and

WHEREAS, Mr. Jenkins served in the U.S. Navy for 30 years and retired as a Commander. His service as a pilot spanned World War II, the Korean War and the Vietnam War; and

WHEREAS, After retiring from the military, Mr. Jenkins was a teacher in Pinellas County Schools for ten years; and

WHEREAS, John Jenkins will be 95 years young June 27, 2017, celebrating with his wife of 64 years; and,

WHEREAS, The City of St. Pete Beach is proud of its Veterans, and wishes to acknowledge the long service of one of our highly respected residents.

NOW, THEREFORE, I, Alan Johnson, Mayor of the City of St. Pete Beach, on behalf of the City Commission proclaim June 27, 2017 as

"John William Jenkins Day"

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 23rd day of May, 2017.

Alan Johnson, Mayor

CITY COMMISSION MEETING

MINUTES

APRIL 25, 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. ICMA Recognition for 60 Years with Council/Manager Form of Government

Matthew Spoor, City Manager with the City of Safety Harbor, serving as a member of the Professional Management Matters Subcommittee for the Florida City-County Managers Association presented a Certificate of Recognition to the City of St. Pete Beach for its 60-year operation under the council-manager form of government.

- b. Presentation on St. Pete Beach Classic

Mimi Chavin, Director of “Run. Fun and Happy” non-profit organization, reviewed the 2017 St. Pete Beach Classic event held in January of each year.

c. Presentations by St. Pete Beach Community Club

Mrs. Marie Friszolowski, Representing the St. Pete Beach Community Club, which began operation in 1939, presented a \$2,400 check to the St. Pete Beach Library, a \$2,000 to the Recreation Department Summer Program for resident children, and a \$500 check to Commissioner Finnerty for the Support Our Troops organization.

2. Changes to the Agenda

Mayor Johnson requested to add Item 1(c) to the agenda.

Commissioner Finnerty requested to add a discussion item as Item 8(a).

Commissioner Falkenstein requested to add a discussion item as Item 8(b).

City Manager Saunders requested to pull Item 4(b) and Item 5(a) and return at a later date for approval.

3. Audience Comments

There were no audience comments.

4. Consent

- a. Approval of minutes from the March 13, 2017 regular City Commission meeting.
- b. ~~Authorize the City Manager to sign a time extension to the Cooperative Funding Agreement between the Southwest Florida Water Management District (SWFWMD) and the City for Pass-A-Grille Way Stormwater Improvements. This item was previously removed from the agenda.~~

Vice Mayor Friszolowski moved to approve Consent Item 4(a) as presented. 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.

5. Action Items

- a. ~~Authorization for the City Manager to sign the Fireworks Display Agreement with Pyrotechnico for the 4th of July fireworks in the amount of \$25,000.00. This item was previously removed from the agenda.~~
- b. Authorize the City Manager to enter into a purchase agreement with Luke Brothers, Inc. for tree trimming services in the amount of \$52,973.75 for FY17.

Ian Wade, Project Manager, noted the agreement is a multi-year contract and the list of trees presented was for the current year.

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

Commissioner Falkenstein made a motion to approve Item 5(b), to authorize the City Manager to enter into a purchase agreement with Luke Brothers, Inc. for tree trimming services in the amount of \$52,973.75 for Fiscal Year 2017. 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.

- c. Appointment to the General Employees' Pension Board of Trustees

Mr. Bill Schroeder requested that he be re-appointed to fill a Commission-appointed seat on the General Employees' Pension Board of Trustees (GPB) for an additional two-year term. Mr. Schroeder has served on the GPB for ten continuous years.

Commissioner Finnerty moved to approve Item 5(c), to re-appoint Mr. Bill Schroeder to the General Employees' Pension Board of Trustees. The motion was seconded by Vice Mayor Friszolowski.

The mayor and commissioners expressed their appreciation to Mr. Schroeder for his volunteer service.

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

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

6. Ordinances

- a. Ordinance 2017-04, Final Reading and Public Hearing amending Chapter 82-Traffic and Vehicles of the City of St. Pete Beach Code of Ordinances, Section 82-137, 82-244 and Section 82-245 of Division 4 pertaining to "C" and "D" parking decals.

Jennifer Bryla, Community Development Director, reported that the proposed ordinance will allow for property owners who live in the City on a seasonal basis to obtain a “D” parking sticker and will provide that all properties north of the Don Cesar Hotel and south of 37th Avenue will receive “C” parking stickers in the future.

Commissioner Pletcher moved to approve Item 6(a), Ordinance 2017-04, upon final reading, an ordinance of the City of St. Pete Beach, Pinellas County, Florida, amending Chapter 82, Section 82-137, 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” permitted address; providing for conflicts, severability, construction, publication and an effective date. 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.

7. Resolutions

There were no resolutions presented.

8. Items for Discussion

- a. Support Suncoast League of Cities by adopting a resolution in regard to the Transportation Advocacy Group

Commissioner Finnerty requested Commission consensus on approving a resolution in regard to supporting the Transportation Advocacy Group for expansion and modernization of technology options. The resolution will be drafted and presented at the May 9, 2017 Commission meeting.

- b. Update on the Boat Race

City Manager Saunders provided an update on the status of the race and the United States Coast Guard requirements.

9. Audience Comments

Unidentified speaker commented on astrological events.

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

City Clerk Haynes reported on the following item:

- Suncoast League of Cities will hold their annual dinner on May 20, 2017

City Manager Saunders reported on the following items:

- Update to the Pass-a-Grille Way Reconstruction Project
- Update to Upham Beach Jetty Project
- Update on the Blind Pass Road Reconstruction Project
- Update on Gulf Boulevard undergrounding pre-design
- Update on free trolley rides from Pinellas County Park on Gulf Boulevard to Pass-a-Grille for the Beach Goes Pops Event
- Update on the Pinellas County water project at Corey Avenue and 75th Avenue

City Attorney Dickman reported on the following items:

- Update on the Anderson vs St. Pete Beach lawsuit and appeal
- Update on the Comprehensive Plan challenge in regard to Capital Improvements Element and the Department of Administrative Hearings (DOAH) scheduled for July 18 and 19, 2017

Commissioner Pletcher reported on the following items:

- Beach Goes Pops events on Friday and Saturday evenings, April 28 and 29, 2017
- Meeting with Senator Nelson
- Update on neighborhood boat thefts

Vice Mayor Friszolowski reported on the following items:

- Belle Vista Community Association Yard Sale at 8:00 a.m. to 1:00 p.m. on April 29, 2017
- Belle Vista Community Association Annual Picnic on May 20, 2017

Commissioner Finnerty reported on the following items:

- Meeting with Senator Nelson
- Suncoast League of Cities business meeting in regard to legislative action
- Elevation Certificates
- Planning Board appointee
- Vacation rentals
- Wireless communication structures
- Expansion of homestead exemption to \$50,000

Commissioner Falkenstein reported on the following items:

- Personal and vehicle safety
- Age restriction to drive golf carts
- Beach Goes Pops event

Mayor Johnson reported on the following items:

- Pinellas County Sheriff's Office Memorial Services event
- Pinellas County Sheriff's Office Award Ceremony
- Future discussion of alcohol sales on Sundays

- Established a “Meet with the Mayor” on the second and fourth Mondays of each month at the Library

11. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 7:35 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Al Johnson, Mayor

Minutes approved on: _____

CITY COMMISSION MEETING

MINUTES

MAY 9, 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
Vince Tenaglia, Administrative Services Director
Jennifer McMahon, Recreation Director

1. Presentations

- a. Presentation by John Bishop, Coastal Management Coordinator with Pinellas County Environmental Management regarding the upcoming Upham Beach Shoreline Stabilization (Rock Groin) Project.

John Bishop, Coastal Coordinator with Pinellas County Environmental Management, and Thomas Pierro, Director of Coastal Restoration with CB&I, reviewed the status of the stabilization project.

2. Changes to the Agenda

There were no changes to the agenda.

3. Audience Comments

There were no audience comments.

4. Consent

- a. Authorize the City Manager to sign an agreement with Pinellas County Public Works to assume responsibility for maintenance of traffic signals on state roads.
- b. Authorize the City Manager to sign an agreement with Pinellas County Public Works to assume responsibility for maintenance of street lights on state roads.
- c. Authorize the City Manager to sign a time extension to the Cooperative Funding Agreement between the Southwest Florida Water Management District (SWFWMD) and the City for Pass-A-Grille Way Stormwater Improvements.

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

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

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

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

5. Action Items

- a. Authorization for the City Manager to enter into an agreement with Creative Pyrotechnics for the 4th of July fireworks in the amount of \$25,000.00.

Commissioner Falkenstein moved to approve Item 5(a), to authorize the City Manager to enter into an agreement with Creative Pyrotechnics for the 4th of July fireworks in the amount of \$25,000.00. 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.

- b. Authorize the City Manager to enter into a Purchasing Agreement with Alto Construction Company, Inc. for \$39,854.00 for Asphalt Street Repairs.

The process of micro-surfacing will be utilized to rehabilitate areas that are on the verge of, but have not yet experienced, pavement failure and is more cost effective than the "mill and fill" technique.

Commissioner Falkenstein moved to approve Item 5(b), to authorize the City Manager to enter into a purchasing agreement with Alto Construction Company, Inc. for \$39,854.00 for asphalt street repairs. 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.

- c. Authorize the City Manager to approve Change Order Nos. 16, 17, and 18 to the purchase agreement with Nelson Construction for the Pass-a-Grille Way Reconstruction Project for \$35,987.30, \$146,091.61, and \$59,542.08 respectively.

Change Order No. 16 relates to a utility easement; Change Order No. 17 relates to ingress/egress modifications to the staging area; Duke Energy infrastructure modification at Sea Critter's Restaurant, replacement of a section of the wastewater force main and additional potable and reclaimed water and sanitary sewer lines; and Change Order No. 18 includes the reclaimed water distribution lines.

Commissioner Finnerty moved to approve Item 5(c), to approve Change Order Nos. 16, 17 and 18 to the purchase agreement with Nelson Construction Company for the Pass-a-Grille Way Reconstruction Project for \$35,987.30, \$146,091.61, and \$59,542.08 respectively. 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.

- d. Approve Appointments to the Firefighters' Pension Board of Trustees

Vice Mayor Friszolowski moved to approve Item 5(d), to re-appoint Mr. Keith Beattie, Mr. Michael Terry and Mr. Bruno Falkenstein to the

Firefighters' Pension Board of Trustees. The motion was seconded by Commissioner Pletcher.

Commissioners expressed their appreciation to the gentlemen for their dedicated service as members of the pension board.

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

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

6. Ordinances

There were no ordinances submitted.

7. Resolutions

- a. Approval of Resolution 2017-04, Supporting the Transportation Advocacy Group Regional Company.

Commissioner Finnerty moved to approve Item 7(a), a resolution of the City Commission of the City of St. Pete Beach, Florida, Supporting the Transportation Advocacy Group Regional Company; and providing for an effective date. 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.

8. Items for Discussion

- a. Powerboat USA June race update

Representatives from Power Boat USA explained the modifications made to the upcoming race in regard to the race course safety zone and working with the current beach vendors.

- b. Mobile "Food Trucks"

Mr. Saunders requested Commission direction in regard to mobile food trucks, and the consensus to gather additional information and schedule a workshop for further discussion.

9. Audience Comments

Matthew Dahm, Mastry's Brewing Company, spoke in support of allowing food trucks in the City.

An unidentified speaker commented on astrological events.

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

City Clerk Haynes reported on the following items:

- Suncoast League of Cities annual dinner is scheduled for May 20, 2017
- City Clerk's Office and City Attorney's Office will sponsor a training workshop in regard to "Ethics, Public Records and Sunshine Laws" on May 15, 2017 at 4:00 p.m. in the Commission Chambers

City Manager Saunders reported on the following item:

- Dust along Pass-a-Grille Way during the reconstruction project

City Attorney Dickman reported on the following item:

- Update on litigation cases

Commissioner Pletcher reported on the following item:

- Beach Goes Pops event

Commissioner Finnerty reported on the following items:

- Florida League of Cities update on legislative bills
- Foreclosure on 78th Avenue
- New plantings along Blind Pass Road
- Beach Goes Pops event

Commissioner Falkenstein reported on the following items:

- Turtle Season begins on May 1, 2017
- Building Codes
- The 60th Anniversary events and sponsorships
- Gulf Beaches Elementary Magnet School classes break for summer on May 25, 2017

Vice Mayor Friszolowski reported on the following items:

- State Legislature passed their budget that included \$1 million for Blind Pass Road
- Will attend the Law Enforcement Officers Memorial on May 10, 2017
- Belle Vista Community Association will hold their annual picnic at Bill Corrotto Park on May 20, 2017

Mayor Johnson reported on the following items:

- State Legislature budget

- Law Enforcement Officers Memorial on April 26, 2017
- Big C Meeting on May 3, 2017
- Pinellas County Mayors' Council on May 3, 2017
- Meeting with PSTA Director on May 10, 2017
- Update on the construction at the corner of Blind Pass Road and 75th Avenue

11. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 8:20 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Al Johnson, Mayor

Minutes approved on: _____

CITY COMMISSION MEETING

MINUTES

MAY 23, 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
Jennifer Bryla, Community Development Director
Jim Kilpatrick, Fire Chief
Jennifer McMahon, Recreation Director
Vince Tenaglia, Administrative Services Director
Ian Wade, City Engineer
Mary Jo Murphy, Deputy City Clerk

1. Presentations

- a. Presentation of the new Medic 22

Mr. Kilpatrick, Fire Chief, highlighted items in regard to the new Medic 22 vehicle.

- b. Proclamation – National Safe Boating Week

Mayor Johnson read the proclamation and invited members of the Coast Guard Auxiliary to speak.

2. Changes to the Agenda

There were no changes to the agenda.

3. Audience Comments

There were no audience comments.

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 will be 20th Avenue between the two alley ways from 5 p.m. - 10 p.m.
- 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 will require street closures on 9th Avenue and 10th Avenue between Gulf Way and Pass-A-Grille Way, and Gulf Way from 11th Avenue to 8th Avenue.

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

Mayor Johnson asked for audience comments. Hearing no audience comments, Mayor Johnson asked for City Commission discussion. Hearing none, Mayor Johnson asked for a motion.

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

Hearing no discussion, Mayor Johnson called for the vote.

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

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.

City Manager Saunders explained the new van would replace a 1999 van that is used by the Recreation Department and recommended approval.

Mayor Johnson asked for audience comments. There were no audience comments.

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

Hearing no discussion, Mayor Johnson called for the vote.

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

- 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.

Mr. Saunders requested approval of the contract for mowing and landscaping and explained that the current contracts were expiring.

Mayor Johnson asked for audience comments. There were no audience comments.

Mr. Ian Wade, City Engineer, spoke about District 1 and District 2 being handled in-house, and if approved, District 3 and District 4 will be one-year contracts with the ability to renew.

Mayor Johnson asked for a motion.

Vice Mayor Friszolowski moved to approve Item 5(b), 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. The motion was seconded by Commissioner Finnerty.

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

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

- 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.

Mayor Johnson asked for audience comments. There were no audience comments.

Ian Wade explained the hourly rates included in the bids and the scope of work for the landscaping maintenance of District 4.

Hearing no further discussion, Mayor Johnson asked for a motion.

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

Hearing no further discussion, Mayor Johnson asked for a roll call vote.

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

- d. Authorize the City Manager to approve Change Order Nos. 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.

City Manager Saunders asked for approval of the three change orders and informed the City Commission that Nos. 19 & 20 are associated with the county water portion of the project and will be covered by the county, and a portion of No. 21 the City will be seeking a credit from the design engineer.

Mayor Johnson asked for audience comments. There were no audience comments.

Hearing no further discussion, Mayor Johnson asked for a motion.

Commissioner Pletcher moved to approve Item 5(d), to authorize the City Manager to approve Change Order Nos. 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. The motion was seconded by Commissioner Finnerty.

Hearing no further discussion, Mayor Johnson asked for a roll call vote.

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

- e. Authorize the City Manager to execute Change Order No. 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.

City Manager Saunders reported that this is a change order in regard to switching the overhead to the underground, and all utilities have been converted to the underground.

Mayor Johnson asked for audience comments. There were no audience comments.

Vice Mayor Friszolowski inquired about removing a pole by the Don Vista. City Manager Saunders responded that the single pole by the canister will be removed.

Hearing no further discussion, Mayor Johnson asked for a motion.

Commissioner Finnerty moved to approve Item 5(e), to authorize the City Manager to execute Change Order No. 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. The motion was seconded by Commissioner Falkenstein.

Hearing no discussion, Mayor Johnson called for the vote.

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

- 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.

Mr. Saunders spoke about the rejuvenation project and explained that the technique had been proven in other municipalities to extend the life of roads and asphalt within cities.

Mayor Johnson asked for audience comments. There were no audience comments.

Hearing no further discussion, Mayor Johnson asked for a motion.

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

Mayor Johnson asked for a roll call vote.

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

- g. Authorization for the City Attorney to initiate foreclosure proceedings against the property owner, et al., of 627 78th Avenue, St. Pete Beach, FL 33706.

City Attorney Dickman requested authorization from the City Commission to take legal action against James Birmingham as well as the property located at 627 78th Avenue.

Mayor Johnson asked for audience comments.

Susan Perodeau, 618 78th Avenue, spoke in favor of the foreclosure proceedings.

Karen Hale, 7711 Coquina Way, spoke in favor of the foreclosure proceedings.

Attorney Dickman explained the legal actions involved with the subject property.

Commissioner Pletcher moved to approve Item 5(g), 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 Avenue, St. Pete Beach, FL 33706. The motion was seconded by Commissioner Finnerty.

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

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

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.

Mr. Saunders stated that Ordinance 2017-06 will amend Chapter 6 regarding alcoholic beverages and the hours of sale in regard to Sundays. If approved, the hours will be 8:00 a.m. to 3:00 a.m., and it will be consistent with the County.

Vice Mayor Friszolowski moved to approve Item 6(a), 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. The motion was seconded by Commissioner Finnerty.

Mayor Johnson called for the vote.

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

- b. Ordinance No 2017-07 – First Reading and Public Hearing amending the City of St. Pete Beach Land Development Code.

Ms. Bryla explained the six-page matrix of proposed language and justifications included in the agenda packet and answered any questions posed in regard to the proposed ordinance.

Vice Mayor Friszolowski voiced a concern in regard to Sec. 46.7(c) and (d) and asked Ms. Bryla to research the aforementioned section.

Mayor Johnson asked for audience comments.

Karen Marriott, 421 79th Avenue, spoke in support of the non-motorized water sports and complimented City Staff.

Mayor Johnson asked for a motion.

Vice Mayor Friszolowski moved to approve Item 6(b), 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 equipment, 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. The motion was seconded by Commissioner Falkenstein.

Hearing no further comments, Mayor Johnson called for a roll call vote.

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

7. Resolutions

No items were submitted.

8. Items for Discussion

Commissioner Falkenstein commented about the City Manager's contract expiring in November 2017 and suggested listing a contract extension as an agenda item on a future agenda.

9. Audience Comments 2

There were no audience comments.

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

Deputy City Clerk Murphy reported on the following item:

- Statement of Financial Interests due by July 1, 2017

City Manager Saunders reported on the following item:

- Schedule a workshop on June 13 at 4:00 p.m. regarding food trucks and Land Development Code items.

City Attorney Dickman did not offer a report.

Commissioner Finnerty reported on the following items:

- Thanked City Attorney Dickman for pursuing the foreclosure proceedings
- Complimented the landscaping on Blind Pass Road
- Boca Ciega Drive and 87th Avenue: vehicular accidents
- American Legion Post 305: Memorial Day service at 11:00 a.m. honoring three World War II Veterans

Commissioner Pletcher reported on the following items:

- Pass-A-Grille Island Association: public dinner, 6:00 p.m., May 24, 2017, Warren Webster
- Wished everyone a wonderful Memorial Day weekend
- Thanked Jennifer Bryla and City Staff for the work produced on the Land Development Code and the foreclosure proceeding

Vice Mayor Friszolowski reported on the following items:

- Pinellas County Beach Access Park, county gulf front park across from Dolphin Village: well utilized park; issues occurring with the concessionaire of umbrellas, cabanas and the number of people and amount of space; Pinellas County will be putting out a new RFP; presently there are limited restrictions on the vendor.

Commissioner Falkenstein reported on the following items:

- 2016: two turtle nests; 2017: eight turtle nests
- Turtles: ordinance in regard to residential lighting; notify homeowner
- Change alarm codes regularly and register alarm with the County, free registration
- Recreation Department: summer program beginning
- Building Permit: permits online
- Gulf Way: inquired about the schedule of painting the wall and volunteered to help paint
- Buoys on public beaches: replacements, concrete weights, barge
- May 25, 2017: Pinellas County schools close at 1:35 p.m.

- Boats, swimming: safe summer

Mayor Johnson reported on the following items:

- Attended Legislative meeting: two State senators and two representatives were present, should receive state money
- Thanked Jennifer Bryla and her staff for the work produced on the Land Development Code
- Mayor Johnson holding office hours at the library: second and fourth Mondays of the month
- PSTA: attended PSTA workshop, met with CEO
- Robofest: June 2, 2017 and June 3, 2017, volunteer

Commissioner Finnerty commented positively on the new signs in the Commission Chambers.

11. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 7:57 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Al Johnson, Mayor

Minutes approved on: _____

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

Issue Considered: Approval of a proposal from Ennead LLC in the amount of \$13,300 to update the fiscal year 2018 Stormwater Non-Ad Valorem Assessment Roll.

Date: June 27, 2017

Prepared By: Vincent Tenaglia, Administrative Services Director

Through: Wayne Saunders, City Manager

Summary of Issue: Each year during the budget adoption process, the City is required to update its stormwater assessment roll, indicating all parcels located within the City of St. Pete Beach and the corresponding rate at which stormwater assessments will be applied. Due to the magnitude of work involved, staff has historically contracted with Ennead LLC to manage the annual database update process.

Funding: The fiscal year 2017 Stormwater Fund budget includes funding for this request.

Expenditure account: 103.6108.537.5310.

Requested Motion: “I move to authorize the City Manager to accept a proposal from Ennead LLC in the amount of \$13,300 to update the fiscal year 2018 Stormwater Non-Ad Valorem Assessment Roll.”

Attachment: Ennead LLC Proposal

Reviewed by the City Manager: WS

June 7, 2017

This letter is provided using eMail.

Mr. Vincent Tenaglia
Administrative Services Director
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

Reference: A Proposal to Provide Sub-Consulting Services

Dear Mr. Tenaglia:

Please disregard the proposal sent to you earlier today. We have reviewed last year's file and have made changes in the fees Ennead would be charging the City. We apologize for any confusion caused by this change.

History of the Assessment Program

Ennead LLC ("Ennead") has enjoyed several years of working with City staff, most recently Elaine Edmunds. The original work order was for the development and implementation of a funding source for the City's Stormwater Management Program. The first year resulted in the adoption of a flat fee that was assessed to all property owners. The revenue generated from that assessment was used in the second year to fund an Engineer's report and the development of an apportionment methodology based on impervious area found on each developed tax parcel within the City. The two rate structure components have been used since that time to fund the City's Stormwater Program. Ennead has maintained assessment records and prepared the Rolls to be certified to the Tax Collector each year since the funding program's inception. In 2015, the City adopted a series of rate adjustments to be used for FY 2016 through FY 2020. This proposal is based on the use of the rates for FY 2017 that were included in the First Class Notice mailed to property owners in 2015.

We are pleased to provide this proposal for consulting services associated with the update of the FY2017-2018 Stormwater Non-ad Valorem ("NAV") Assessments. This proposal includes tasks associated with application of proposed 2017-18 Stormwater rates used to prepare and deliver the TRIM Notice File (due to Pinellas County on or before July 1, 2017); and the application of proposed rates, as furnished by the City. Following any changes due to splits or joins, Ennead will prepare a file suitable for Certification to the County (due to Pinellas County on or before September 15, 2017).

All work to be performed by Ennead LLC will reflect the funding strategy and policy goals set by the City based on their adopted legal documents and requirements of 197.3632 Florida Statute. The primary source of data is the Property Appraiser's data files. Other adjustments to the billing files, such as mitigation credits, rate changes and/or other adjustments will be based on information provided by City staff. Historic (archived) information that is relative to the application of mitigation credits will be shared with the City at their request.

Attached to this letter you will find the following:

- A - Scope of Services;
- B - Hourly Rates; and
- C - Work Order Agreement for your execution.

City's Responsibilities:

If this proposal is acceptable to the City, proposed rates should be provided to Ennead by June 12, 2017 and mitigation credits or other adjustments should be provided to Ennead by June 14, 2017. This will allow Ennead to provide a statement of estimated revenue when Ennead delivers the TRIM Notice file to the Property Appraiser, on or before June 30, 2017.

Ennead's Responsibilities:

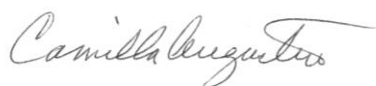
Deliverables will include the timely submittal (on or before June 30, 2017) of the TRIM Notice File and a Certifiable Assessment Roll (on or before September 15, 2017). An electronic copy of the roll will be furnished to the City following adoption of the preliminary roll and the certification of the Final Roll.

Ennead staff will participate in phone conferences as may be required to reconcile data updates prior to the development of the Preliminary Roll (for use on the TRIM Notice) and subsequent development of a "Certifiable" NAV Assessment Roll.

If this proposal is acceptable, please indicate by email, so that we may begin work immediately. Simultaneously, please sign and return a copy to Ennead's business office. Thank you for this opportunity.

Best Regards,

ENNEAD LLC, Camilla Augustine, Owner



ATTACHMENT A - SCOPE OF SERVICES

Task 1 Project Management

Ennead staff will participate in on-site meetings, workshops, phone conferences, and provide project management documentation as may be necessary for the successful completion of the Scope of Services.

- 1.01 Attend a Kick-off Meeting or phone conference, as necessary, with City representative(s) or staff;
- 1.02 Adopt a Critical Events Calendar for Implementation of the FY 2017-2018 Stormwater Non-ad Valorem Assessment using the Uniform Method of Collection;
- 1.03 Participate in phone conferences, as necessary, to facilitate the execution of the Scope of Services;
- 1.04 Provide written documentation of data issues that cannot be reconciled without changes to the Property Appraiser's database;
- 1.05 Provide collegial support to attorneys assigned to this project; and
- 1.06 Submit periodic status reports from June 15 to September 15.

Task 2 Update of assessment records –

The annual update of tax parcel records in a Master Assessment File (using MSAccess) will be based on the 2016-2017 Stormwater NAV Rolls and data acquired from the Pinellas County Property Appraiser's office. Data fields to be updated will include assessment calculations, parcel information, land use information, billing status, exemption status, and other values required to develop the FY2017-2018 rolls, using rates adopted in the City's "Ten-Year Financial Management Plan". Each sub-task includes file "cleaning" (names and addresses found to be inaccurately entered in the Property Appraiser's database), and identification of other data anomalies that may be found. These issues will be reconciled with the assistance of the City and documented in writing. These rolls would be based on existing impervious square footage calculations and adjustments that have been made through prior submittals of E&I forms. This task does not include any digital measurement of tax parcel impervious area, rather it uses data the best available data provided through downloads from the Property Appraiser's database. If necessary, City staff will assist Ennead LLC in acquiring 1) parcel information associated with "Confidential" parcels as these records are not found in the Property Appraiser's files furnished to the general public, and 2) impervious area associated with multi-story buildings found on certain parcels within the City.

Subtasks include the:

- 2.01 Acquisition of the June 1, 2017 data files from Pinellas County Property Appraiser;
- 2.02 Comparison of 2017 Property Appraiser data with values in the 2016 Certified Assessment Roll through the creation of new exception reports;
- 2.03 Review changes in land use, deleted parcels, new parcels, parcel splits/joins, and changes in tax authority coding, review annexations that have occurred since previous roll;



ENNEAD LLC

- 2.04 Apply changes mitigation credit based on input provided by City staff or the City's Engineer;
- 2.05 Verification of exemption types, rate basis, ERU value, exemption status and active/inactive status, such as identification of tax parcels that are "not-buildable", such as boat slips, condo garage units, boat storage spaces, storage spaces, submerged land, Right of Way parcels, etc.; documentation of commercial condo units, as may be applicable;
- 2.06 Application of changes in lot size, impervious area based on "Living Area" available on the Property Appraiser's files and "imperviousness" factors that result in a change in assessment values;
- 2.07 Preparation and timely delivery of the TRIM Notice File;
- 2.08 Delivery of Preliminary Roll to the City Clerk;
- 2.09 Identify estimated revenue to be collected from each assessment component;
- 2.10 Identify cost of assessments associated with exempted parcels; and
- 2.11 Preparation and Delivery of a "Certifiable" Roll no later than September 15, 2017.

Total Lump Sum Fee is \$13,300.

Payment of Invoices

Invoices for work performed will be submitted to the City periodically on a percent complete basis periodically. Invoices are due upon receipt. The Lump Sum Fee represents an increase of \$700.00 over the fee charged in 2016-17 (\$12,600).

No mailing tasks are anticipated, as it is our understanding that the rates to be assessed were noticed to affected parcel owners in 2015. Based on the "sustainable ten-year financial management plan" the rates for 2017-18 will be \$57.15 for the Tier 1 (Fixed – O&M) assessment and \$79.46/per ERU for Tier 2 (Variable – Capital) assessment. Any other changes to rates requested by the City would be based on the Ennead's rate schedule shown in Attachment B.

ATTACHMENT B

Stormwater Utility Consulting Services

ENNEAD LLC Direct Labor Rates for Repeat Government Clients

Ennead Project Team Member Title	Direct Labor Hourly Rate (*)
Project Director	\$145.00
Senior Programmer/Analyst	\$185.00
Technical Support, GIS Digitizing, Analyst	\$85.00

(*) Direct labor hourly rates effective through December 31, 2017; rates may be adjusted by five percent (5%) annually for invoices rendered after December 1 of each year thereafter until project completion or as mutually agreed between parties.

ENNEAD LLC Reimbursable Items

Although we do not anticipate any mailing services to be required, Ennead LLC is able to provide for the production and mailing of notices to affected parcel owners.

If necessary, the cost of layout of the notices and the preparation of the mail merge files would be billed at the Direct Labor Rates shown above.

Reimbursable costs associated with the production of any notices would include the cost of paper, envelopes, printing costs, postage and a \$2,500 fee payable to Ennead for coordination with the printer, identification of postage required for mailing Notices to foreign addresses, quality control and a notarized Affidavit of Mailing delivered to the City within a week of the mailing of Notices.

Please note that the cost of postage must be paid directly to the printer, prior to printing and mailing of any mailed notices.

ATTACHMENT C

**Work Order Agreement between the
CITY OF ST. PETE BEACH and ENNEAD LLC**

**Assessment Services for the Annual Update and Enhancement of the Stormwater NAV
Assessment Program for FY 2017-2018 (Fixed and Variable Rates)**

The *Base Agreement* is based on the Scope of Services (Attachment A) and Ennead LLC's Hourly Fee Schedule (Attachment B). The Lump Sum Fee of \$13,300, includes the Base Agreement and execution of Tasks 1.01 – 1.06 and Tasks 2.01 – 2.11.

Again we appreciate the opportunity to submit this proposal to you and look forward to being involved in this important project.

SUBMITTED BY:

ACCEPTED BY:

**Ennead LLC
Tallahassee, Florida**

ST. PETE BEACH


_____ 6-7-2017

Camilla A. Augustine, Owner

Date

Title_____Date_____

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

Issue Considered: Approval of Accela Software Annual User Fee Agreement in the amount of \$25,147.90 for the Community Development Department.

Date: June 27, 2017

Prepared By: Jennifer Bryla– Community Development Director

Through: Wayne Saunders – City Manager

Summary of Issue: On January 26, 2016 the City Commission authorized the Community Development Department to implement the Accela software system. Since that time the Department has done extensive training and implementation tasks to get the system up and running. The department went “live” with the system in February of 2017. With this change the department can accept credit cards. Also you can now submit for and pay for various permits on-line, request an inspection for an existing permit, review the address’ complete permit history and can see when an inspection has passed, all on-line. To access this information, on-line go on our citizen portal and register as a user and you will have immediate access to the information that is in our system.

This authorization will continue the City’s citizen focused priority. These funds were included in the 2017 budget.

Funding: 2017 Budget

Requested Motion: “I move to authorize City Manager to accept the Accela Software Annual User Fee Agreement in the amount of \$25,147.90.”

Attachment: Accela Contract

Reviewed by the City Manager: WS

GOVERNMENT - PRICE QUOTATION



ACCELA GOVERNMENT AT CARAHSOFT

carahsoft.

1860 MICHAEL FARADAY DRIVE | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM

TO: Jennifer Bryla
 Community Development Director
 St. Pete, Florida
 155 Corey Avenue
 St. Pete Beach, FL 33706

FROM: Alex Stanton
 Carahsoft Technology Corp.
 1860 Michael Faraday Drive
 Reston, Virginia 20190

EMAIL: jlbryla@stpettebeach.org

EMAIL: Alex.Stanton@carahsoft.com

PHONE: (727) 363-9265 **FAX:**

PHONE: (703) 871-8522 **FAX:** (703) 871-8505

TERMS: FTIN: 52-2189693
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Cage Code: 1P3C5
 DUNS No: 088365767
 Sales Tax May Apply

QUOTE NO: 8886010
QUOTE DATE: 12/30/2016
QUOTE EXPIRES: 05/19/2017
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$25,147.90

TOTAL QUOTE: \$25,147.90

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
CIVIC PLATFORM RENEWAL					
2	SS10APFMSAS0001-R1	Accela Civic Platform - Subscription User Annual User Fee Renewal - 12 Months (1st Renewal Term) Accela Inc Start Date: 03/07/2017 End Date: 03/06/2018 : 1607836	\$2,514.79 -	6	\$15,088.74
CIVIC PLATFORM RENEWAL SUBTOTAL:					\$15,088.74
CIVIC PLATFORM NEW SUBSCRIPTION					
3	SS10APFMSAS0001	Accela Civic Platform - Subscription User Accela Inc - SS10APFMSAS0001	\$2,514.79 -	4	\$10,059.16
CIVIC PLATFORM NEW SUBSCRIPTION SUBTOTAL:					\$10,059.16
SUBTOTAL:					\$25,147.90
TOTAL PRICE:					\$25,147.90
TOTAL QUOTE:					\$25,147.90

Please reference the Accela Terms and conditions on your purchase order.
 Payment due upon issue of purchase order.
 Renewal Subscription Start: 03/07/17
 Renewal Subscription End: 03/06/18
 New Subscription Start: Upon Delivery
 New Subscription End: 1 year afterwards

Accela End User Subscription Terms and Conditions
(Accela Civic Platform, Accela Citizen Access Subscription)

As used herein, "Accela" refers to Accela, Inc., the owner of the Subscriptions Services. "Customer" or "End User" refers to the entity that executes a sales order with Reseller, Carahsoft Technology Group, for Accela Subscription Services. By installing or using the licensed software from Accela, Inc., the End User ("Customer") is agreeing to be bound by the Accela End User Subscription Terms and Conditions. The Accela software products ("Software") are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in the Software and grants to Customer a limited, nonexclusive, nontransferable license to use the Software, up to the limitations determined by the license purchased, subject to the following terms and conditions:

1. Customer's subscription term commences on the date Accela provides appropriate access credentials to Customer's designated technical contact, indicating that the application services identified in the Order ("Subscribed Services") are available for Customer's subscription use. Said date is Customer's "Service Date" for purposes of designating the start of any subscription term. Subscription terms are twelve (12) calendar months in duration. The Subscribed Services are non-refundable, except as otherwise specifically-provided herein.
2. Accela retains full ownership in the Subscribed Services and grants to Customer a limited, nonexclusive, nontransferable right to use the Subscribed Services, subject to the following terms and conditions: a) The Subscribed Services are provided for use only by Customer employees and to the extent of their duties for Customer, Customer's agents, contractors and officials; b) Customer shall issue each authorized user a unique user identification code to enable such authorized user to access the Service as permitted hereunder and user identification codes shall not be shared, rotated, or issued on a concurrent-usage basis; c) Customer may not make any form of derivative work from the Subscribed Services; d) Customer may not obscure, alter, or remove any confidentiality or remove or modify any copyright, trademark, or other proprietary notices; e) Customer may use the Subscribed Services only to process transactions relating to properties within both its own geographical and political boundaries and may not sell, rent, assign, lend, or share any of its rights hereunder or duplicate, copy, reproduce or publish the Map Images other than for Customer's internal business purposes; f) Customer is responsible for all activities conducted using its user credentials and for its users' compliance with the provisions of these Terms and shall report to Accela any actual or suspected violations of these Terms; g) use the Map Images for other than through the Website and Service; and h) All rights not expressly granted to Customer are retained by Accela. Accela will make the Subscribed Services available to Customer pursuant to these Terms during a subscription term. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Accela regarding future functionality or features. Accela has no obligation for any claim based upon a modified version of the Subscribed Services, where such modifications were not made or authorized by Accela, or the combination or operation of the Subscribed Services with any product, data, or apparatus not provided by Accela.
3. The Subscribed Services will be hosted by Accela on Accela-owned equipment at a physically-secure commercial third-party hosting facility. Accela will perform system administration duties as required to maintain the service levels described below and to facilitate timely restoration of Customer's data and operations, if necessary, following unanticipated interruptions of the Subscribed Services. Accela will implement suitable network security measures to minimize the likelihood of unanticipated interruptions of the Subscribed Services. Accela will endeavor to provide Customer with no less than twenty-four (24) hours' notice prior to Subscribed Services unavailability due to planned maintenance (other than during Accela's standard maintenance window between the hours of 9:00 PM [21:00] Thursday and 1:00 AM [1:00] Friday Pacific time); Accela will endeavor to provide as much notice as is practicable under the circumstances for updates and fixes which may be applied on a more urgent basis. Accela will provide five (5) business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature.

4. Excluding the foregoing events, Accela warrants that the Subscribed Services will be available no less than ninety-nine point nine percent (99.9%) of each calendar month during live production. For each month during which the availability of the Subscribed Services does not achieve the established standard, Accela will provide a credit to Customer's account as calculated pursuant to Section 12 below, provided that the substandard availability is timely identified by Customer in writing and can be objectively verified. Credits accumulated pursuant to this Section may be applied to additional Accela products and/or services, but will not be refunded to Customer.

5. The performance requirements for the Subscribed Services, excluding planned maintenance downtime, are below and apply to live-production environments. Uptime is calculated on a calendar month basis as $U = O / (M - P) * 100$, where U is Uptime, O is the amount of operational uptime for the Subscribed Services during a given month, M is the number of minutes in the month, and P is the number of minutes of planned downtime during the month. Credits are calculated on pro-rated monthly fees.

Uptime	Credit
≥99.9%	None
<99.9% but ≥99.0%	15%
<99.0% but ≥95.0%	35%
<95.0%	100%

6. In support of the Subscribed Services, Accela will provide Customer with a) a telephone number to contact the Customer Resource Center (CRC), Accela's live technical support facility, which is available from 4:00 a.m. until 6:00 p.m. Pacific time Monday through Friday, excluding Accela's observed holidays; b) one or more electronic mail addresses to which Customer may submit routine or non-critical support requests, which Accela will address during its regular business hours; and c) access to archived software updates and other technical information in Accela's online support databases, which are continuously available. Where support is needed to address non-functioning or seriously impaired Services and there is no reasonable workaround available, Accela will promptly respond to the support request and use commercially reasonable efforts to provide updates toward resolution of the issue.

7. The following are not covered by these Terms and Conditions, but may be separately available at rates and on terms which may vary from those described herein: a) Services required due to misuse of the Subscribed Services; b) Services required by Customer to be performed by Accela outside of Accela's usual working hours; c) Services required due to external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by Accela; or d) Services required to resolve or work-around conditions which cannot be reproduced in Accela's support environment.

8. Customer warrants that it owns or has been authorized to provide the data to Accela. Customer retains full ownership of said data and grants to Accela a limited, nonexclusive, nontransferable license to use said data only to perform Accela's obligations in accordance with these Terms. Throughout the term of the agreement, upon the request of Customer, Accela will provide Customer with: (i) a copy of its data in a database dump file not more than once per calendar quarter, (ii) an APO property conversion upload, not more than twice per annual term, and (iii) a Crystal Report placement not more than ten (10) times per annual term. Within thirty (30) calendar days following the end of its final Subscribed Services term ("End of Term"), Customer may request that Accela provide a complete copy of Customer's data and associated documents, as updated or modified by Customer's use of the Subscribed Services, in a database dump file format. Accela will comply in a timely manner with such request, provided that Customer a) pays all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates; and b) pays any and all unpaid amounts due to Accela. Subject to the limitations above, Customer may authorize access to the Subscribed Services by creating unique user names and passwords ("Logins") up to the number of users indicated in the Order. Each Login must be assigned to a single individual and may not be shared or used by more than one such user. Customer may reassign any Login to another individual, provided that such reassignments do not circumvent the "single individual" requirement described in this Section. Customer acknowledges that transmissions and processing of Customer's electronic communications are fundamental to Customer's use of the Subscribed Services. Customer further acknowledges that portions of such transmissions and processing may occur within various computer networks not owned or operated by Accela. Customer agrees that

Accela is not responsible for any delays, losses, alterations, interceptions, or storage of its electronic communications which occur in computer networks not owned or operated by Accela.

9. Accela warrants that it has full power and authority to grant this license and that, as of the effective date, the Software does not infringe on any existing intellectual property rights of any third party. If a third party claims that the Software or Subscription Services do infringe, Accela may, at its sole option, secure for Customer the right to continue using the Software or Subscription Services or modify same so that it does not infringe. Accela will have the sole right to conduct the defense of any legal action and all negotiations for its settlement or compromise.

10. Accela has no obligation for any claim based upon a modified version of the Software or the combination or operation of the Software with any product, data, or apparatus not provided by Accela. Accela provides no warranty whatsoever for any third-party hardware or software products. Except as expressly set forth herein, Accela disclaims any and all express and implied warranties, including but not necessarily limited to warranties of merchantability and fitness for a particular purpose. Third-party applications which utilize or rely upon the Services may be adversely affected by remedial or other actions performed pursuant to these Terms and Conditions; Accela bears no liability for and has no obligation to remedy such effects. Except as set forth herein, Accela provides all Subscribed Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables.

11. LIMIT OF LIABILITY: ACCELA WILL, AT ALL TIMES DURING THE AGREEMENT, MAINTAIN APPROPRIATE INSURANCE COVERAGE. TO THE EXTENT NOT OFFSET BY ITS INSURANCE COVERAGE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL ACCELA'S CUMULATIVE LIABILITY FOR ANY GENERAL, INCIDENTAL, SPECIAL, COMPENSATORY, OR PUNITIVE DAMAGES WHATSOEVER SUFFERED BY CUSTOMER OR ANY OTHER PERSON OR ENTITY EXCEED THE FEES PAID TO ACCELA BY CUSTOMER DURING THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRECEDING THE CIRCUMSTANCES WHICH GIVE RISE TO SUCH CLAIM(S) OF LIABILITY, EVEN IF ACCELA OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Either Accela or Customer may terminate if the other party materially breaches these Terms and Conditions and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration, all rights granted to Customer are cancelled and revert to Accela.

13. The limitations and waivers described in Sections 10, 11, and 13 will survive the End of Term. Section 8 will survive the End of Term for a period of thirty (30) calendar days or for so long as is required for Accela to complete its response to a Customer request made during said thirty-days period.

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

Issue Considered: Authorize the City Manager to enter into an Interlocal Agreement with Pinellas County for the cooperative procurements of Disaster Debris Collection and Removal Services and Disaster Debris Monitoring and Management Services.

Date: June 27, 2017

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The County intends to procure disaster debris collection and removal services and disaster debris monitoring and management services by competitive proposal in compliance with 2 C.F.R. 200.320, and FEMA guidance and award multiple contracts. The City hereby endorses the County's competitive procurement process. If, after award of a contract(s) by the County the City may choose to enter into an agreement with the contractor(s). Costs incurred for debris collection, removal and monitoring will be the responsibility of the City.

Funding: Pinellas County for the Procurement Process

Requested Motion: "I move to authorize the City Manager to enter into an Interlocal Agreement with Pinellas County for the cooperative procurements of Disaster Debris Collection and Removal Services and Disaster Debris Monitoring and Management Services."

Attachment: Disaster Debris Interlocal Agreement
Exhibit A – Participant Agreement-Monitoring
Exhibit A – Participant Agreement-Collection
Correspondence from Special Assistant to the County Administrator Caanan McCaslin

**Reviewed by the
City Manager:** WS

**INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY AND LOCAL GOVERNMENTS
FOR
THE COOPERATIVE PROCUREMENTS OF DISASTER DEBRIS COLLECTION &
REMOVAL SERVICES AND DISASTER DEBRIS MONITORING & MANAGEMENT
SERVICES
WITHIN GEOGRAPHIC PINELLAS COUNTY**

THIS AGREEMENT, entered into on the date of execution by the local government, and PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and the local government signing this Agreement ("MUNICIPALITY"), jointly referred to herein as ("Parties").

Recitals

WHEREAS, the Parties are authorized to and do make and enter into this Agreement pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, the Parties separately control and maintain various rights-of-way throughout the geographic boundaries of Pinellas County; and

WHEREAS, due to functional classification and/or annexation, the COUNTY has control and maintenance responsibility over certain roads within the MUNICIPALITY's jurisdictional boundaries; and

WHEREAS, the COUNTY intends to procure disaster debris collection and removal services and disaster debris monitoring and management services by competitive proposal in compliance with 2 C.F.R. §200.320, and FEMA guidance, and award multiple contracts for debris collection and removal as well as debris monitoring and management to Contractors; and

WHEREAS, the MUNICIPALITY recognizes that in the event of a major disaster, the MUNICIPALITY may be unable to timely effectuate debris collection, monitoring and management using MUNICIPALITY staff and resources; and

WHEREAS, under the terms of the contracts, Contractors will provide debris removal services within geographic Pinellas County, including MUNICIPALITIES therein should the MUNICIPALITIES enter into this Agreement and subsequent agreements with the Contractors in accordance with a MUNICIPALITY's anticipated needs; and

WHEREAS, the intent is for the MUNICIPALITY to receive the benefits of the Contractors without exposing the COUNTY to any costs or expenses for the services rendered by the Contractors for debris monitoring and management services on behalf of the MUNICIPALITY; and

WHEREAS, to foster greater economy and efficiency and in accordance with efforts to promote cost-effective use of shared services, the Parties are entering into this intergovernmental agreement for the procurement of shared services in compliance with 2 C.F.R. §200.318(e) and related FEMA guidance.

NOW THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged by all Parties, it is hereby agreed by and between the Parties as follows:

SECTION 1 OBLIGATIONS OF THE COUNTY

1.1 The COUNTY will undertake a competitive procurement process for the disaster debris collection and removal services.

1.2 The scope of the work procured by the COUNTY shall be as set forth in Section E of COUNTY RFP Proposal Number 156-0491-P(JA) to provide comprehensive disaster debris collection and removal services as and when required.

1.3 The tasks encompassed by the competitively procured contract shall include Emergency Debris Clearance (First Push); Temporary Debris Storage and Reduction Sites/Management; Debris Removal; Hazardous Tree and Limb Removal; and Hazardous Stump Removal.

1.4 The COUNTY will undertake, or has undertaken a competitive procurement process for the disaster debris monitoring and management services with the scope of work as set forth in Section E of COUNTY RFP Proposal Number 167-0024-P(JA).

1.5 The COUNTY shall notify potential proposers in the competitive processes that the procurements are joint or cooperative procurements.

1.6 Within thirty (30) days of execution of any contract(s) pursuant to the aforementioned RFPs, if any, the COUNTY shall notify the MUNICIPALITIES in writing and provide the MUNICIPALITIES with a copy of the COUNTY's contract(s).

1.7 Should the MUNICIPALITY enter into a contract(s) with the COUNTY's successful contractor(s), the COUNTY, within five (5) business days of a request by the MUNICIPALITY, will provide any necessary documentation to support the competitive nature of the procurement as required to assist the MUNICIPALITY in any claim for Public Assistance from the Federal Emergency Management Agency (FEMA).

1.8 The COUNTY shall be responsible for seeking Public Assistance from FEMA for disaster debris collection, removal, and monitoring as appropriate **only** for costs incurred by the COUNTY.

SECTION 2 OBLIGATIONS OF THE MUNICIPALITY

2.1 The MUNICIPALITY hereby endorses the COUNTY's competitive procurement process for disaster debris collection and disaster debris monitoring and management with the encompassing scope and tasks set forth in Section 1 of this Agreement.

2.2 The MUNICIPALITY had the option and ability to review the COUNTY's procurement process utilized in the procurements of the disaster debris collection contract(s) and the disaster debris monitoring and management contract(s) and is satisfied that the COUNTY's process complies with 2 C.F.R. §200.320 and FEMA guidance.

2.3 If the MUNICIPALITY decides to enter into an agreement with the Contractor(s) pursuant to the COUNTY's competitive procurement process, within five (5) business days of entering into such a contract, the MUNICIPALITY shall provide written notice of same to the COUNTY.

2.4 The MUNICIPALITY will be responsible for administering all aspects of its agreement(s) entered into pursuant to this Agreement.

2.5 The MUNICIPALITY recognizes and understands that the COUNTY's prioritization of debris collection, particularly as it relates to First Push, takes precedence over the MUNICIPALITY's prioritization.

2.6 The MUNICIPALITY will be responsible for payment of disaster debris collection services and disaster debris monitoring and management services performed on behalf of the MUNICIPALITY pursuant to the CITY's contract with the contractor(s), which shall be in a form substantially similar to Composite Exhibit A attached hereto.

2.7 The MUNICIPALITY will be responsible for seeking Public Assistance from FEMA as appropriate.

SECTION 3 ADDITIONAL SERVICES

The Parties agree not to enter into additional services with the contractors awarded the jointly or cooperatively procured disaster debris collection contracts by the COUNTY, except as expressly authorized by the COUNTY's disaster debris clearance contract(s) and/or the disaster debris monitoring and management contract(s) or this Agreement.

SECTION 4 OFFICIAL NOTICE

All notices required by law or by this Agreement to be given by one party to the other shall be in writing and shall be sent to the following respective addresses:

COUNTY: Pinellas County Public Works
Rahim Harji, P.E., Director
22211 U.S. Highway 19 North
Clearwater, FL 33765
rhharji@pinellascounty.org

MUNICIPALITY: See Contact Information on Signature page

SECTION 5 HOLD HARMLESS

The Parties agree to be responsible for their own actions taken pursuant to this Agreement and/or any agreement entered into pursuant hereto and additionally hold each other harmless should this Agreement or the cooperative procurement of disaster debris collection, removal, and/or monitoring services and the expenses incurred as a result be deemed to be insufficient to receive Public Assistance from FEMA, or any other related reimbursement. Nothing herein is intended to serve as a waiver of sovereign immunity by the Parties. Nothing herein shall be construed as consent by the Parties to be sued by third parties in any manner arising out of this Agreement.

**SECTION 6
FILING WITH THE CLERK**

Prior to its effectiveness, this Agreement and subsequent amendments thereto must be filed with the Clerk of the Circuit Court of Pinellas County.

**SECTION 7
EXECUTION, EFFECTIVE DATE, TERM AND TERMINATION**

7.1 This Agreement may be signed in counterparts and will become effective as to each MUNICIPALITY after execution and upon filing with the Clerk of the Circuit Court of Pinellas County in accordance with Section 6, and shall remain in effect until canceled or until the termination of the agreements entered into by the COUNTY pursuant to the competitive procurements referenced herein, whichever is sooner.

7.2 This Agreement may be canceled with cause upon thirty (30) days written notice. For purposes of this section, "cause" shall mean a material breach of any term contained in this Agreement. However, written notice shall include a notice of such breach and an opportunity to cure such breach within thirty (30) days of receipt of such notice or within any additional period of time as mutually agreed by the Parties.

**SECTION 8
TERMINATION OF DISASTER DEBRIS COLLECTION AGREEMENT**

Nothing herein shall prevent the Parties from terminating any disaster debris collection contracts or disaster debris monitoring and management contracts entered into pursuant to COUNTY RFP Proposal Number 156-0491-P(JA) and/or COUNTY RFP Proposal Number 167-0024-P(JA) in accordance with the termination provisions of those contracts.

**SECTION 9
ENTIRE AGREEMENT**

This document embodies the whole agreement between the Parties. There are no promises, terms, conditions or allegations other than those contained herein, and this document shall supersede all previous communications, representations and/or agreements, whether written or verbal, between the Parties hereto.

**SECTION 10
APPLICABLE LAW**

This agreement shall be governed by the laws of the State of Florida. The Parties agree that venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Pinellas County, Florida.

IN WITNESS WHEREOF, the Parties hereto, governed by the laws of Florida, have caused these presents to be executed by their duly authorized officers and their official seals hereto affixed, with an effective date as set forth in Section 7.1 above.

PINELLAS COUNTY, by and
through its County Administrator

By: 

Mark S. Woodard
County Administrator

Legal review:

**REVIEWED & APPROVED SUBJECT
TO PROPER EXECUTION:**



OFFICE OF COUNTY ATTORNEY

TOWN OF BELLEAIR

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF BELLEAIR BEACH

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF BELLEAIR BLUFFS

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF BELLEAIR SHORE

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF CLEARWATER

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF DUNEDIN

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF GULFPORT

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF INDIAN ROCKS BEACH

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF INDIAN SHORES

By:_____

Print Name:_____

Title:_____

ATTEST:_____

Legal review:_____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

KENNETH CITY

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF LARGO

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF MADERA BEACH

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF NORTH REDINGTON BEACH

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF OLDSMAR

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF PINELLAS PARK

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF REDINGTON BEACH

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

TOWN OF REDINGTON SHORES

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF SAFETY HARBOR

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF ST. PETE BEACH

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF ST. PETERSBURG

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF SEMINOLE

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF SOUTH PASADENA

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF TARPON SPRINGS

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

CITY OF TREASURE ISLAND

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Legal review: _____

(MUNICIPAL SEAL)

Contact Information for Notification

Name:

Title:

Address:

Phone:

E-mail:

EXHIBIT "A"

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS MONITORING & MANGEMENT SERVICES

AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. 167-0024-P(JA)

This contract entered into this _____ day of _____, 2017, by and between the City/Town of _____, a political subdivision of the State of Florida, whose address is _____, hereinafter called "CITY/TOWN", and XYZ COMPANY, an Incorporated Company whose address is _____, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No. [167-0024-P\(JA\)](#) for Disaster Debris Monitoring & Management ("RFP") the CITY/TOWN desires to enter into an agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and the contract entered into by Pinellas County pursuant thereto "County Contract".

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Contract shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY/TOWN."
2. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.
3. The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
4. This Contract will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.

In WITNESS WHEREOF, the undersigned have executed this Contract on the day and year first written above.

CONTRACTOR

CITY/TOWN

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST: _____

(CITY/TOWN SEAL)

EXHIBIT "A"

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS COLLECTION & REMOVAL SERVICES

AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. 156-0491-P(JA)

This contract entered into this _____ day of _____, 2017, by and between the City/Town of _____, a political subdivision of the State of Florida, whose address is _____, hereinafter called "CITY/TOWN", and XYZ COMPANY, an Incorporated Company whose address is _____, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No. 156-0491-P(JA) for Disaster Debris Collection & Removal Services ("RFP") the CITY/TOWN desires to enter into an agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and the contract entered into by Pinellas County pursuant thereto "County Contract".

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Contract shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY/TOWN."
2. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.
3. The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
4. This Contract will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.

In WITNESS WHEREOF, the undersigned have executed this Contract on the day and year first written above.

CONTRACTOR

CITY/TOWN

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST: _____

(CITY/TOWN SEAL)

From: [Eileen Torres](#)
To: [Eileen Torres](#)
Subject: FW: Disaster Debris Interlocal Agreement
Date: Friday, June 16, 2017 9:27:34 AM
Attachments: [Partially signed ILA - Disaster Debris.pdf](#)
[Exhibit A - Participant Agreement_Monitoring.docx](#)
[Exhibit A - Participant Agreement_Collection.docx](#)

From: Wayne Saunders
Sent: Monday, June 12, 2017 9:28 AM
To: Eileen Torres
Subject: FW: Disaster Debris Interlocal Agreement

From: McCaslin, Canaan [<mailto:cmccaslin@co.pinellas.fl.us>]
Sent: Friday, June 02, 2017 2:10 PM
Cc: Celeste, Merry E; Armstrong, Jeanne T; Harji, Rahim; Borries, Joseph G; Hannigan, Sean P; Hall, Brent D; Lindgren, Dawn; Fernandez, Ivan J
Subject: Disaster Debris Interlocal Agreement

Good afternoon Municipal Partners,

The attached Interlocal Agreement for Disaster Debris has been partially executed by the County, and is formally presented for signature approval by all County Municipal Partners. In an effort to expedite the approval process due to the impending hurricane season, preference changes to wording in the Interlocal Agreement will not be accepted. The attached Exhibit A Participant Agreements are for Municipal use between the Municipality and the successful vendors, and may contain your individual requirements that may be necessary as part of your Purchasing process.

Please have the attached Interlocal Agreement executed in proper form by authorized City representatives. Once the agreement has been properly signed by the City, return to Merry Celeste at the address below for filing by the County Clerk. A fully executed original will be returned to each Municipality for your records. Please also remember to affix your Municipal Seal and include a copy of your Council minutes or agenda showing the date of Council approval.

Please return the signed Interlocal Agreement to:

Merry Celeste

Technical Services - Contracts

Pinellas County Public Works

14 S. Ft. Harrison Ave., 4th Floor

Clearwater, FL 33756

Office Phone: 727-464-3185, Email: mceleste@pinellascounty.org

The County also requests that you return a copy of the Participant Agreements that you enter into with the successful vendors to the County.

Thank you for your partnership.
Canaan

Canaan McCaslin

Special Assistant to the County Administrator
Office of the Pinellas County Administrator
315 Court St, Clearwater, FL 33756
Phone (727) 464-3485
cmccaslin@pinellascounty.org

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www.pinellascounty.org

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All government correspondence is subject to the public records law.

Download SPBConnect at www.stpetebeach.org/spb-connect.html

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

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

Issue Considered: Authorize the Mayor to enter into an Interlocal Agreement with Pinellas County for the extension of the Penny for Pinellas Local Infrastructure Sales Surtax from 2020-2030.

Date: June 27, 2017

Prepared By: Wayne Saunders, City Manager

Summary of Issue: Attached is the proposed Interlocal Agreement between Pinellas County and the Cities within the County for the extension of the Penny for Pinellas Local Infrastructure Sales Surtax from 2020-2030. This funding source has been in place since 1990 and represents a critical source of revenue for the County and all Pinellas County Cities. The extension of the penny surtax is scheduled to be on the November, 2017 ballot for voter approval. Attached is a memo from County Administrator Mark Woodard with additional information regarding the distribution and uses. The surtax can only be used for long term capital expenditures. The County website has a very informative link providing information about the penny and how it has been used in the past.

Funding: Pinellas County

Requested Motion: "I move to authorize the Mayor to enter into an Interlocal Agreement with Pinellas County for the extension of the Penny for Pinellas Local Infrastructure Sales Surtax from 2020-2030.

Attachment: Penny Interlocal Agreement
Penny Estimated Distribution
Correspondence from County Administrator Mark Woodard

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

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of this _____ of _____, 20____, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as the "County," and the municipalities within Pinellas County as set forth on the signature pages attached hereto, hereinafter referred to as the "Cities."

RECITALS:

WHEREAS, Section 212.055(2), Florida Statutes, authorizes the County to levy a local government infrastructure sales surtax of one percent (1%) throughout Pinellas County, Florida ("Infrastructure Sales Surtax"), subject to referendum approval; and

WHEREAS, as provided by Section 212.055(2)(c)1, Florida Statutes, the net proceeds of the surtax may be distributed as provided in an interlocal agreement; and

WHEREAS, the County and the Cities recognize a continuing need to fund critical infrastructure improvements, and the County intends to adopt an ordinance calling for a referendum on the question of extending the Infrastructure Sales Surtax for an additional ten (10) year period at an election to be held on November 7, 2017 ("Extension"); and

WHEREAS, the parties further recognize that it is in the best interest of the County and the Cities to enter into an interlocal agreement that will run concurrently with the Extension of the Infrastructure Sales Surtax, if approved by the electorate, for the purpose of providing for the distribution among the County and the Cities as provided herein.

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration, the County and the Cities agree as follows:

Section 1. CONDITIONS PRECEDENT

This Agreement shall become effective on the Commencement Date set forth in Section 4, so long as the following conditions precedent have been satisfied:

A. Approval by Pinellas County voters of the Extension of the Infrastructure Sales Surtax; and

B. Execution of the Interlocal Agreement by the County and the governing bodies of the municipalities representing a majority of the County's municipal population as required by § 212.055(2)(c)1, Florida Statutes.

Section 2. DISTRIBUTION OF INFRASTRUCTURE SALES SURTAX

A. "Net Proceeds" shall mean the amount of the Infrastructure Sales Surtax collected in Pinellas County by the Florida Department of Revenue, less the Department's administrative costs, as provided by law.

B. As provided by law, the Infrastructure Sales Surtax shall be collected by the Florida Department of Revenue and the Net Proceeds shall be distributed monthly to the County.

C. The Net Proceeds shall be distributed by the County in accordance with the terms of this Agreement within a reasonable time after receipt as follows:

(1) Countywide Investments will be funded in the total amount of 11.3% of the Net Proceeds collected over the ten (10) year term of this Agreement. Therefore, before the County distributes the Net Proceeds received by it pursuant to the distribution set forth in subsection (2) below, it shall apply 11.3% of Net Proceeds to fund Countywide Investments in the following project categories:

- | | |
|---|----------------------|
| a. "Economic Development Capital Projects" as authorized in Section 212.055(2)(d)3., Florida Statutes and "Housing" (Land Acquisition in support of residential housing as authorized in Section 212.055(2)(d)1.e., Florida Statutes) | 8.3% of Net Proceeds |
| b. Jail and Courts Facilities | 3.0% of Net Proceeds |

TOTAL COUNTYWIDE INVESTMENTS	11.3% OF NET PROCEEDS
-------------------------------------	------------------------------

Net Proceeds dedicated to Economic Development Capital Projects and Housing shall be used in accordance with guidelines set forth by a joint review committee established by resolution

of the Board of County Commissioners. The committee shall consist of representatives from parties to this Agreement. The committee may impose reporting requirements to ensure compliance with Section 212.055(2)(d)3., Florida Statutes, that allows allocation of up to 15 percent of Net Proceeds for funding economic development projects. Economic Development Capital Projects shall be limited to capital projects that support job retention and creation.

(2) The remainder of the Net Proceeds will be distributed as follows:

Pinellas County	51.7523%
Belleair	0.2783%
Belleair Beach	0.1112%
Belleair Bluffs	0.1463%
Belleair Shore	0.0079%
Clearwater	7.9957%
Dunedin	2.5651%
Gulfport	0.8761%
Indian Rocks Beach	0.3111%
Indian Shores	0.1020%
Kenneth City	0.3589%
Largo	5.8044%
Madeira Beach	0.3098%
N. Redington Beach	0.1027%
Oldsmar	1.0124%
Pinellas Park	3.7349%
Redington Beach	0.1030%
Redington Shores	0.1559%
Safety Harbor	1.2282%
St. Pete Beach	0.6725%
St. Petersburg	18.4607%
Seminole	1.3119%
South Pasadena	0.3619%
Tarpon Springs	1.7528%
Treasure Island	0.4841%

D. In the event any municipality in Pinellas County does not sign this Agreement, or notifies the County in writing after signing this Agreement that it does not wish to receive any undistributed Net Proceeds to which it is entitled, its percentage of proceeds shall be distributed pro-rata to the other parties in accordance with the formula set forth in Section 2(C)(2) (after excluding such City's percentage).

Section 3. EXECUTION

This Agreement may be signed in counterparts by the parties hereto.

Section 4. TERM OF AGREEMENT

The term of this Agreement shall run concurrently with the levy of the Infrastructure Sales Surtax, with said levy proposed for a ten (10) year period, commencing on January 1, 2020 (“Commencement Date”) and ending December 31, 2029.

Section 5. ANNUAL REPORTING REQUIREMENTS

A. Each City signing this Agreement shall annually post on its official website in the same manner as required by Section 166.241(3), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax. If the City does not operate an official website, the City shall transmit its Capital Improvement Plan and identify therein any materials changes in the projects funded by the Infrastructure Sales Surtax to the County who shall post said plan on the County’s website.

B. The County shall annually post on its official website in the same manner as required by Section 129.03(c), Florida Statutes, its Capital Improvement Plan and shall identify therein any material changes in the projects funded by the Infrastructure Sales Surtax.

Section 6. PRIOR INTERLOCAL SUPERSEDED.

The distribution terms of this Agreement shall supersede the distribution formula contained in the prior interlocals between the parties hereto, and the distribution of the Infrastructure Sales Surtax shall be governed specifically by the terms of this Agreement as of the Commencement Date. During the period between when this Agreement is approved by the parties hereto and the Commencement Date, the Infrastructure Sales Surtax shall be distributed in accordance with the Interlocal Agreement dated April 29, 2008, which terminates on December 31, 2019.

Section 7. SEVERABILITY

If any provision of this Interlocal Agreement is held invalid, the invalidity shall not affect other provisions of the Interlocal Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Interlocal Agreement are severable.

Section 8. AMENDMENTS TO AGREEMENT

This Agreement may be amended, in writing, upon the express written approval of the governing bodies of all the parties.

Section 9. FILING OF AGREEMENT

This Agreement shall be filed with the Clerk of the Circuit Court as provided in Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof, as of the day and year first above written.

ATTEST:
KEN BURKE, CLERK

PINELLAS COUNTY, FLORIDA, by and
through its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Chair

[SEAL]

APPROVED AS TO FORM

By: _____
Office of the County Attorney

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

ATTEST:

TOWN OF BELLEAIR

By: _____
City Clerk

By: _____
Mayor

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

ATTEST:

CITY OF BELLEAIR BEACH

By: _____
City Clerk

By: _____
Mayor

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

ATTEST:

CITY OF BELLEAIR BLUFFS

By: _____
City Clerk

By: _____
Mayor

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

ATTEST:

TOWN OF BELLEAIR SHORE

By: _____
City Clerk

By: _____
Mayor

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

ATTEST:

CITY OF CLEARWATER

By: _____
City Clerk

By: _____
City Manager

COUNTERSIGNED:

By: _____
Mayor

APPROVED AS TO FORM

By: _____
City Attorney

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

ATTEST:

CITY OF DUNEDIN

By: _____
City Clerk

By: _____
Mayor

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

CITY OF GULFPORT, FLORIDA

By: _____
City Manager

ATTEST:

APPROVED AS TO FORM AND
CORRECTNESS

By: _____
City Clerk

By: _____
City Attorney

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

ATTEST:

CITY OF INDIAN ROCKS BEACH

By: _____
City Clerk

By: _____
Mayor

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

ATTEST:

TOWN OF INDIAN SHORES

By: _____
City Clerk

By: _____
Mayor

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

ATTEST:

TOWN OF KENNETH CITY

By: _____
City Clerk

By: _____
Mayor

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

ATTEST:

CITY OF LARGO

By: _____
City Manager

By: _____
Mayor

[SEAL]

REVIEWED AND APPROVED:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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

ATTEST:

CITY OF MADEIRA BEACH

By: _____
City Clerk

By: _____
Mayor

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

ATTEST:

TOWN OF NORTH REDINGTON BEACH

By: _____
City Clerk

By: _____
Mayor

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

ATTEST:

CITY OF OLDSMAR

By: _____
City Clerk

By: _____
Mayor

APPROVED AS TO FORM

By: _____
City Attorney

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

ATTEST:

CITY OF PINELLAS PARK

By: _____
City Clerk

By: _____
Mayor

APPROVED AS TO FORM AND CONTENT

By: _____
City Attorney

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

ATTEST:

TOWN OF REDINGTON BEACH

By: _____
City Clerk

By: _____
Mayor

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

ATTEST:

TOWN OF REDINGTON SHORES

By: _____
City Clerk

By: _____
Mayor

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

ATTEST:

CITY OF SAFETY HARBOR

By: _____
City Clerk

By: _____
Mayor

APPROVED AS TO FORM

By: _____
City Attorney

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

ATTEST:

CITY OF ST. PETE BEACH

By: _____
City Clerk

By: _____
Mayor

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

ATTEST:

CITY OF ST. PETERSBURG

By: _____
City Clerk

By: _____
Mayor

APPROVED AS TO FORM AND CONTENT:

By: _____
City Attorney (designee)

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

ATTEST:

CITY OF SEMINOLE

By: _____
City Clerk

By: _____
Mayor

APPROVED AS TO FORM:

By: _____
City Attorney

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

ATTEST:

CITY OF SOUTH PASADENA

By: _____
City Clerk

By: _____
Mayor

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

ATTEST:

CITY OF TARPON SPRINGS

By: _____
City Clerk

By: _____
Mayor

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

ATTEST:

CITY OF TREASURE ISLAND

By: _____
City Manager

By: _____
Mayor

Penny for Pinellas, Local Infrastructure Sales Surtax
Estimated Total Distributions to Pinellas County and Municipalities
Penny III and IV

(Dollar Amounts in Thousands, 000's omitted)

Projected Allocations

	Penny III			Penny IV			Variance	
	April 1, 2004			April 1, 2016				
	\$	Population Estimate	%	\$	Population Estimate	%	\$	%
Economic Development Capital Projects and Housing				\$ 165,362		8.3000%	\$ 165,362	
Jail & Court Facilities	\$ 225,000		15.4223%	\$ 59,769		3.0000%	\$ (165,231)	
Countywide Investments Total	\$ 225,000		15.4223%	\$ 225,131		11.3000%	\$ 131	0%
<i>Note: the Countywide Investments distribution is prior to the County & Municipalities distribution and is shown as a percent of total estimated revenue. The population distribution formula for the County & Municipalities is 100% after the Countywide Investments distribution.</i>								
Pinellas County	\$ 645,557	284,306	52.3326%	\$ 914,555	275,316	51.7523%	\$ 268,999	42%
Pinellas County Total	\$ 870,557			\$ 1,139,686			\$ 269,130	31%
Belleair	\$ 3,664	4,107	0.2969%	\$ 4,918	3,912	0.2783%	\$ 1,255	34%
Belleair Beach	\$ 1,456	1,632	0.1180%	\$ 1,965	1,563	0.1112%	\$ 509	35%
Belleair Bluffs	\$ 2,000	2,240	0.1619%	\$ 2,585	2,056	0.1463%	\$ 585	29%
Belleair Shore	\$ 64	72	0.0052%	\$ 140	111	0.0079%	\$ 76	120%
Clearwater	\$ 98,451	110,325	7.9761%	\$ 141,298	112,387	7.9957%	\$ 42,847	44%
Dunedin	\$ 33,214	37,217	2.6907%	\$ 45,330	36,055	2.5651%	\$ 12,116	36%
Gulfport	\$ 11,475	12,860	0.9297%	\$ 15,483	12,315	0.8761%	\$ 4,008	35%
Indian Rocks Beach	\$ 4,718	5,288	0.3823%	\$ 5,498	4,373	0.3111%	\$ 780	17%
Indian Shores	\$ 1,602	1,796	0.1298%	\$ 1,803	1,434	0.1020%	\$ 201	13%
Kenneth City	\$ 4,050	4,539	0.3282%	\$ 6,342	5,044	0.3589%	\$ 2,291	57%
Largo	\$ 64,980	72,817	5.2644%	\$ 102,575	81,587	5.8044%	\$ 37,594	58%
Madeira Beach	\$ 4,020	4,504	0.3256%	\$ 5,474	4,354	0.3098%	\$ 1,454	36%
N. Redington Beach	\$ 1,377	1,543	0.1116%	\$ 1,815	1,444	0.1027%	\$ 438	32%
Oldsmar	\$ 12,252	13,737	0.9931%	\$ 17,891	14,230	1.0124%	\$ 5,638	46%
Pinellas Park	\$ 42,452	47,572	3.4393%	\$ 66,002	52,497	3.7349%	\$ 23,549	55%
Redington Beach	\$ 1,421	1,592	0.1151%	\$ 1,820	1,448	0.1030%	\$ 400	28%
Redington Shores	\$ 2,088	2,341	0.1692%	\$ 2,756	2,192	0.1559%	\$ 667	32%
Safety Harbor	\$ 15,884	17,800	1.2869%	\$ 21,704	17,263	1.2282%	\$ 5,820	37%
St. Pete Beach	\$ 8,928	10,004	0.7233%	\$ 11,883	9,452	0.6725%	\$ 2,956	33%
St. Petersburg	\$ 225,793	253,010	18.2917%	\$ 326,233	259,483	18.4607%	\$ 100,441	44%
Seminole	\$ 15,875	17,799	1.2868%	\$ 23,184	18,440	1.3119%	\$ 7,308	46%
South Pasadena	\$ 5,210	5,837	0.4220%	\$ 6,396	5,087	0.3619%	\$ 1,186	23%
Tarpon Springs	\$ 20,674	23,170	1.6751%	\$ 30,975	24,637	1.7528%	\$ 10,301	50%
Treasure Island	\$ 6,721	7,532	0.5445%	\$ 8,556	6,805	0.4841%	\$ 1,835	27%
Municipalities Total	\$ 588,370	659,334	47.6674%	\$ 852,624	678,169	48.2477%	\$ 264,253	45%
Total	\$ 1,458,927	943,640	100.0000%	\$ 1,992,310	953,485	100.0000%	\$ 533,383	37%

Dollar amounts are based on growth assumptions of 3.5% in FY17, 3.0% in FY18-19 and 2.5% in FY20-30.

2016 Population Estimates from University of Florida, Bureau of Economic and Business Research, 10/31/2016. 2004 Population Estimates served as basis of Penny III Distribution among County and Municipalities.

Calculation of the Ordinary Distribution to Eligible County and Municipal Governments (218.62 Florida Statutes):

The allocation factor for each county government is computed by dividing the sum of the county's unincorporated area population plus two-thirds of the county's incorporated area population by the sum of the county's total population plus two-thirds of the county's incorporated area population. Each county's distribution is determined by multiplying the allocation factor by the sales tax monies earmarked for distribution within that county.

The allocation factor for each municipal government is computed by dividing the municipality's total population by the sum of the county's total population plus two-thirds of the county's incorporated population. Each municipality's distribution is determined by multiplying the allocation factor by the sales tax monies earmarked for distribution within its respective county.

From: [Wayne Saunders](#)
To: [Eileen Torres](#)
Subject: FW: Request to Execute Interlocal Agreement to Extend Penny for Pinellas Locals Infrastructure Sales Surtax
Date: Thursday, June 15, 2017 4:57:52 PM
Attachments: [Penny IV Interlocal Agreement \(03 23 17\).pdf](#)
[Penny Estimated Distribution Penny III_Penny IV \(03.28.17\).pdf](#)

This email should be an attachment to the Penny agenda item.

From: Woodard, Mark S [mailto:mwoodard@co.pinellas.fl.us]

Sent: Wednesday, March 29, 2017 10:16 AM

To: Adams, Bert ; Andy Steingold (ASteingold@cityofsafetyharbor.com); Arbutine, Chris; Doug Bevis; Bradbury, Sandra ; Brown, Woody; Chris Alahouzos; Cretekos, George ; Deborah Schechner; Dudley, Wanda; Henderson, Sam; Bujalski, Julie; Mayor Gary Katika; Kriseman.Rick; Mayor James Lawrence; Elson, Max; Mayor R.B. Johnson; Minning, Bob ; Notaro, Leslie; Palladeno, Travis; Queen, Bill; Mayor Robert Schmidt; Simons, Nick; Waters, Leslie; Bonnie Dhonau; Campbell, Matthew; Cornwell, Gary; Crawford, Shane ; Debra Sullivan; Lewis, Doug; Douglas Hutchens; Nancy Gonzales; Haddock, Bruce ; Schubert, Henry; Horne, Bill; LeCouris, Mark; Maxwell, Micah ; Mims, Brently Gregg; O'Reilly, Jim; Mary Palmer; Wayne Saunders; Silverboard, Reid ; Spoor, Matt; Toney-Deal, Ann

Cc: Klug, Della; Berger, William M

Subject: Request to Execute Interlocal Agreement to Extend Penny for Pinellas Locals Infrastructure Sales Surtax

Honorable Mayors and City Managers,

The County is coordinating the execution of the proposed Interlocal Agreement for the extension of the Pinellas for Pinellas Local Infrastructure Sales Surtax from 2020-2030. As you know, this funding source has been in place since 1990 and represents a critical resource to building a better Pinellas.

The Interlocal, as attached, is nearly identical to the agreement currently in place with updated distribution percentages for the period from January 1, 2020, to December 31, 2029. The methodology for the distribution percentages mirrors each of the three previous agreements by following the population-based statutory formula. For your reference, attached are the revenue projections for a renewed Penny with a comparison of current and proposed distributions. As noted, the population figures reflect the 2016 Population Estimates published on 10/31/2016 by the University of Florida, Bureau of Economic and Business Research.

Consistent with our current interlocal agreement, a projected \$225M will be set aside for community investments. There are three significant differences in how these funds will be calculated and invested:

1. The amount will be based on a percentage (11.3%) instead of a fixed dollar amount. This reflects a lesson learned from the Great Recession where the revenue reductions for the County and each of the cities were proportionally higher vs original projections because the \$225M for Courts & Jail facilities remained unchanged as it was not based on a percentage of revenue collected. Alternatively, if collections are higher, every partner benefits.
2. Only \$60M (3.0%) will be invested in Courts & Jail facilities (vs \$225M currently and \$80M in each of the first two interlocal agreements).
3. \$165M (8.3%) will be invested in land for housing opportunities and economic development capital projects that support job retention and creation. Most importantly, this \$165M will be available for use by both the County and the cities, with decisions on projects made by a

joint committee comprised of representatives of the County and the cities.

The County desires to present this Interlocal to the Board of County Commissioners for execution on July 18, 2017. Therefore, we are requesting that you return this executed document no later than June, 2017. This will enable our public education efforts to incorporate the key elements of the agreement well ahead of the November 7 referendum (including the start of mail balloting), thereby ensuring that the voters may have confidence in the project priorities and other details of how a renewed Penny will continue to build a better Pinellas.

Thank you for your cooperation and partnership. If you have any questions regarding the document's execution, please feel free to contact me or Bill Berger in the Office of Management & Budget at 727.464.3596 or bberger@co.pinellas.fl.us.

Thank you for your partnership,

Mark

Mark S. Woodard
County Administrator
Pinellas County
[\(727\) 464-3093](tel:(727)464-3093)
[315 Court St, Clearwater, FL 33756](http://315CourtStClearwaterFL33756)
mwoodard@pinellascounty.org

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ATTACHMENTS:

Interlocal Agreement

Penny for Pinellas Projected Revenue and Distributions

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

Issue Considered: City Manager Employment Agreement Extension

Date: June 27, 2017

Prepared By: Andrew Dickman, City Attorney

Through: Wayne Saunders, City Manager

Summary of Issue: On October 27, 2014, the City entered into an employment agreement with the City Manager, Wayne Saunders. The Commission has expressed a desire to extend the City Manager's existing employment agreement. Attached is a proposed agreement for the extension.

Funding: City Manager Budget- 001-5201-512-5120

Requested Motion: I move to authorize the Mayor to execute the attached employment agreement and to set the City Manager's compensation at \$ _____, effective October 20, 2017.

Attachments: Employment Agreement

**Reviewed by the
City Manager:** WS

CITY MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into on the 27th day of June 2017 ("Effective Date"), by and between the City of St. Pete Beach, Florida, a Florida municipal corporation, (the "City") and Wayne Saunders, an individual, ("Employee") pursuant to the following terms and conditions:

W I T N E S S E T H:

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

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

WHEREAS, Employee desires to extend his employment as City Manager.

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

SECTION 1: DUTIES

A. The City hereby extends the agreement with the Employee to serve as its City Manager and to exercise the executive responsibilities and duties as prescribed by the City Charter and City Code, and to perform all other legally permissible and proper duties and functions as the City Commission may from time to time assign. Employee agrees to accept the extended appointment as City Manager and agrees to exercise his best efforts in performing said duties.

B. Pursuant to Sec. 4.03 of the City Charter, in the event the City Manager is temporarily unable to perform his duties, he shall designate and Acting City Manager.

SECTION 2: TERM OF AGREEMENT

Employee's employment agreement as City Manager shall be extended beginning on October 20th, 2017 and continue for an unspecified term subject to Sections 3, 4, 5, and 6 of this Agreement.

SECTION 3: TERMINATION AND SEVERANCE PAY

A. Pursuant to Sec. 3.09 and Article IV of the City Charter, Employee serves at the pleasure and discretion of the City Commission. This Agreement may be terminated at any time without cause by the City. Employee recognizes and acknowledges that he is an employee at will, he has

no property right in the position of City Manager, and that this Agreement provides any and all remedies available to Employee in the event it is terminated.

B. In the event the City elects to terminate Employee and during such time as Employee is willing and able to perform the duties of City Manager, Employee shall be entitled to receive his then current salary and benefits ("Severance Pay") for Twenty (20) weeks immediately after his termination. However, if Employee is terminated for misconduct as defined in Section 443.036(29), Florida Statutes, as may be amended from time to time, Employee shall not receive any Severance Pay. For purposes of this Section, salary means the actual or constructive compensation for employment services yet to be rendered but does not include earned and accrued annual, sick, compensatory, or administrative leave. Benefits includes all benefits described in Section 10 below but shall not include contributions to the 401a plan referenced in Section 10 below.

C. In addition to the above, this Agreement may be terminated upon the following conditions:

- (1) If Employee is convicted of a felony.
- (2) If Employee fails to perform the duties required under and pursuant to the provisions of this Agreement.
- (3) If City and Employee shall mutually agree in writing to such termination through a resignation.
- (4) In the event of disability as provided in Section 5 of the Agreement.
- (5) At the City Commission's option to terminate in accord with the provisions of Sec. 4.02 (b) of the City Charter.

D. If Employee is terminated by the City and Employee is entitled to Severance Pay under this Section, Employee shall execute a general and full release, releasing the City, its officials, officers, employees, attorneys and agents from any and all obligations, claims, or liabilities arising out of Employee's employment with the City, including but not limited to claims for wrongful termination, discrimination of any kind and defamation. If Employee refuses to execute said release, the City may seek specific performance of this Agreement and injunctive relief requiring Employee to sign said release, amongst its available remedies. Said release shall not release the City from its obligations to indemnify Employee under Section 14.

E. Should the City Charter be amended to provide for an elected executive rather than the presently appointed City Manager, then Employee may, at his option, by written notice to the City Commission within fifteen (15) days of the effective date of such City Charter amendment, notify the City Commission that he has elected to consider his employment to have been terminated as of the date the elected executive takes office. Employee shall be entitled to

Severance Pay for Twenty (20) weeks immediately following the date the elected executive takes office.

F. This Agreement and therefore, Employee's appointment, may be terminated immediately by the City Commission upon the conviction of Employee of a felony or crime involving moral turpitude or dishonesty; upon a finding that Employee committed an ethical violation by a court, administrative proceeding, the State of Florida Ethics Commission, or other body or court of competent jurisdiction; or upon other actions constituting gross misfeasance, malfeasance, gross incompetence, or illegal act involving personal gain in conjunction with Employee's position as City manager. In the event this Agreement terminates as a result of this provision, Employee shall not be entitled to any Severance Pay as provided in this Section.

SECTION 4: RESIGNATION

In the event Employee voluntarily resigns his position with the City, Employee shall give the City one hundred and twenty (120) days' prior written notice. Employee shall not be entitled to any Severance Pay.

SECTION 5: DISABILITY

If Employee is unable to perform his duties for any reason excluding death, including, but not limited to, sickness, accident, injury, or mental incapacity for a period of four (4) successive weeks beyond any accrued leave, the City may terminate this Agreement. In the event this Agreement is terminated pursuant to this Section, the City shall pay Employee all accrued compensation and benefits due Employee under this Agreement within ten (10) working days of such termination. Employee shall not be entitled to any Severance Pay. The City shall have no other liability to the Employee, her estate, heirs, or beneficiaries.

SECTION 6: DEATH

This Agreement shall be terminated by the death of the Employee as of the date of death. In the event of the Employee's death, the City shall pay a designated beneficiary of the Employee or his estate all accrued compensation and benefits due Employee under this Agreement within ten (10) working days of the Employee's death. Employee's beneficiaries or estate shall not be entitled to Severance Pay. The City shall have no other liability to the Employee, his estate, heirs, or beneficiaries.

SECTION 7: SALARY

A. Compensation shall be increased from \$152,250 to _____ effective October 20, 2017 and shall be paid on a pro-rata basis, payable on a bi-weekly pay schedule, as is applicable to all other City employees. Employee shall be entitled to an increase in compensation as determined by the City Commission upon each yearly anniversary date of this Agreement extension (Oct 20th) as a result of a performance evaluation administered by the City

Commission. Such evaluation shall be in accordance with criteria established between the City and Employee, and such criteria shall be based upon the description of the City Manager's responsibilities in the City Charter, City Code, and directives and guidelines established by the City Commission. The City Commission shall review Employee's performance evaluation and determine Employee's increase, if any, no later than November 9th of each year during the Initial Term and any Renewal Term. Any approved increase shall be effective as of the Employee's yearly anniversary date.

B. In addition to the base salary set forth in Section 7(A) above, Employee shall be paid a monthly automobile allowance of Five Hundred U.S. Dollars and 00/100 (\$500.00) per month. Such automobile allowance amount may be increased by the City Commission and any such increase shall be evidenced by mutual written consent and appended to this Agreement.

SECTION 8: CELL PHONE REIMBURSEMENT

The City agrees to provide Employee with a choice of either a cellular telephone to aid in performance of his duties as City Manager, or provide Employee a cell phone allowance of Fifty U.S. Dollars and 00/100 (\$50.00) per month.

SECTION 9: VACATION, SICK, AND PERSONAL LEAVE

Employee shall be entitled to paid time off (PTO) and holidays. Employee will begin employment with an automatic Twenty Six (26) PTO days. Each year thereafter upon his anniversary hiring date Twenty six (26) PTO days will be awarded. Upon termination of this Agreement, Employee shall be paid 100% of all unused PTO and holidays. All annual leave must be used within Twenty Four (24) months of its accrual. Employee may have no more than a maximum accrual of Three Hundred Sixty (360) PTO hours on September 30th of each year.

SECTION 10: BENEFITS

A. Employee shall be entitled to any benefits, including health and life insurance coverage, afforded to other employees of the City. Said coverage shall commence with the execution of this Agreement and as allowed under the City's agreement with its insurance providers. Further, City agrees that Employee will be covered by health and life insurance coverage, effective the first day of his employment.

B. Employee has selected to opt out the City's group health insurance and shall be paid the standard annual compensation rate set by the City, which is currently Two Thousand Five Hundred Eighty Four US Dollars and 66/100 cents (\$2,584.66). Employee is still entitled to City dental insurance.

C. The City shall provide Employee with short term disability income insurance and shall pay the premium cost for such insurance.

D. City agrees to execute all necessary documents provided by the International City Management Association-Retirement Corporation (ICMA-RC) for Employee's continued participation in said ICMA-RC 401A and 457 retirement plans, or any other deferred compensation plan of the Employee's choice. In addition to the base salary paid by the City to the Employee, the City agrees to pay, on behalf of the Employee, an amount equal to Fifteen percent (15%) of the Employee's base salary into the selected retirement plan, in equal proportionate amounts each pay period. Contributions provided for herein shall be One Hundred percent (100%) vested upon payment by the City. In the event Employee terminated his employment, the City shall execute whatever documents are authorized under the retirement plan to allow for Employee's continued participation in the plan.

SECTION 11: PROFESSIONAL DEVELOPMENT

A. City agrees to budget and pay for the reasonable professional dues and subscriptions necessary for Employee's continuation in national, state and local professional organizations necessary and desirable for his continued professional participation and growth and for the good of the City including, but not limited to, the International City/County Management Association (ICMA), Florida City and County Management Association (FCCMA), and Florida Government Finance Officers Association.

B. City hereby agrees to budget and to pay the program cost, travel and subsistence expenses of Employee for reasonable professional and official travel, meetings, and occasions adequate to continue the professional development of the Employee and to pursue necessary official functions of the City including, but not limited to, attendance at the annual and other short courses and seminars, such as the ICMA Annual Conference, the Florida City Managers and County Association's Annual Conference (FCCMA), and Florida League of Cities meetings and conferences.

SECTION 12: HOURS OF WORK

It is recognized that the Employee will often be required to devote considerably more hours to his position than other employees, and that the Employee will devote a great deal of time outside the normal hours of business toward the business affairs of the City. Working hours will be flexible to accommodate the requirements and practices of the City Manager position, but generally Employee shall work during normal City business hours, excluding City recognized holidays, vacation leave or other leave in accordance with this Agreement or the applicable City policy. The concept of "overtime" is not applicable to the position of City Manager. No compensation shall be paid for overtime and compensatory time off will not be a matter of right based upon particular evening requirements or demanding projects. However, occasional time away from the office will be recognized as consistent with the nature of the professional position.

SECTION 13: OUTSIDE ACTIVITIES

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute either interference with or a conflict of interest with his or her responsibilities under this Agreement.

SECTION 14: PERFORMANCE EVALUATION

A. City Commissions shall individually review and evaluate the performance of the City Manager at least once annually.

B. Annually, the Commissions and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City and in the attainment of the Commission's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives shall be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

SECTION 15: INDEMNIFICATION AND INSURANCE

A. Subject to the provisions of insurance defense insurance coverage, and consistent with federal, state or local law, City shall defend, save harmless and indemnify Employee acting within the scope of his employment, against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of Employee's duties as city manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton misconduct or performed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The Employee may request and the City shall not unreasonably refuse to provide independent legal representation at City's expense and City may not unreasonably withhold approval. Legal representation, provided by City for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The City shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties. Any settlement of any claim must be made with prior approval of the City in order for indemnification, as provided in this Section, to be available. Employee recognizes that City shall have the sole right to compromise or settle any suit without the

Employee's consent; unless said compromise settlement does not also include the individual liability of the Employee as a name party to the suit as indemnified herein. Further, City agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the City. Such expense payments shall continue beyond Employee's service to the City as long as litigation is pending. Further, City agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as witness, advisor or consultant to City regarding pending litigation.

B. The City will procure and maintain professional liability and errors and omissions insurance coverage on Employee, covering acts or omissions occurring in the performance of Employee's duties as City Manager. Such coverage may not cover acts or omissions performed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Said insurance policies shall carry limits of liability as the City may set and determine from time to time.

SECTION 16: BONDING

The City shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 17: GENERAL PROVISIONS

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

B. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators and executors of the Employee.

C. If any provision or any portion thereof contained in this Agreement is held unconstitutional, illegal, invalid, or unenforceable, by a court of competent jurisdiction, such part shall be considered separate and severable from the rest of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

D. Notice required or given pursuant to this Agreement shall be given by certified mail through United States Postal Service delivery, return receipt request addressed as follows:

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

EMPLOYEE: Wayne Saunders
City Manager

Either party may change the address stated herein for purposes of notice by giving written notice to the other party in accordance with the requirements of this section.

E. The City Commission, in consultation with Employee shall set any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, the City Code, or any other applicable law.

F. Except as otherwise provided in this Agreement, all provisions of the City Charter, and regulations and rules of the City relating to vacation and other leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of the City, in addition to said benefits enumerated specifically for the benefit of the Employee, except as herein provided.

G. The waiver by either party of a breach of any provision of this Agreement by the other shall only be valid if set forth in writing signed by the waiving party and shall not operate or be construed as a waiver of any subsequent breach by that party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date.

ATTEST:

CITY OF ST. PETE BEACH:

Rebecca C. Haynes, City Clerk

Mayor Alan Johnson

EMPLOYEE:

Wayne Saunders

Approved as to form:

Andrew Dickman, City Attorney

St. Pete Beach City Commission Agenda Report

Issue Considered: Ordinance 2017-08: 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.

Date: June 27, 2017

Prepared By: Vincent Tenaglia, Administrative Services Director
Jennifer Bryla, Community Development Director

Through: Wayne Saunders, City Manager

Summary of Issue: Ordinance 2017-08 includes new fees pertaining to administration of the City's fats, oils, and grease (FOG) program and fee increases to be applied to current wastewater user charges.

Fats, Oils, and Grease (FOG) Inspection Fees:

This amendment will implement fees for Grease trap review affecting all Food Service Establishments and Automotive Related Enterprises which discharges Fats, Oils and Grease, also known as FOG. When the Ordinance was approved in November of 2016, establishments are required to obtain a "Commercial Wastewater Discharge Permit" from the City. Those permits are due to the Building Department by July 11, 2017. The Ordinance requires all establishments to update all grease traps or oil/water separators to comply with the Florida Plumbing Code. The fees incorporated into Appendix A cover the application fee and the re-inspection fee. After the initial certificate is issued, the City will continue to retain the data base and inspect the establishments system and paperwork to insure that they continue to be properly maintained.

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

Wastewater User Fees:

The City's capital improvement plan reflects the high priority placed upon utility infrastructure improvements over the next several years. The associated costs represent significant obligations for the City, particularly with respect to wastewater improvements. In order to ensure the long-term sustainability of the Wastewater Fund as it continues to support critical infrastructure projects, the City hired consultants to develop a rate model. Fee increases calculated per the model are designed to sufficiently fund capital

improvements while maintaining adequate operating reserves. The Wastewater Fund is scheduled for a service fee increase of 8.25% in fiscal year 2018. The attached performance dashboard summarizes the Wastewater Fund's financial metrics.

Due to the lead time required by Pinellas County serving as the City's billing administrator, staff requests approval noting October 1, 2017 as the effective date.

Funding:

The fiscal year 2018 budget will reflect new revenue estimates associated with the FOG inspection fees. Fiscal year 2018 wastewater service fee revenue is tentatively estimated at \$6,535,000, assuming adoption of the 8.25% rate increase.

Requested Motion:

"I move to approve Ordinance 2017-08 on first reading."

Attachment:

Wastewater Fund Performance Dashboard
Ordinance 2017-08

**Reviewed by the
City Manager:**

WS

Ordinance 2017-08

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AMENDMENTS TO APPENDIX A OF THE CODE OF ORDINANCES; AMENDING, DELETING, AND ESTABLISHING FEES AND CHARGES; PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

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

WHEREAS, the City Commission desires to re-define certain fees and charges included in Appendix A; and

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

WHEREAS, the City Commission desires to establish additional fees and charges to be included in Appendix A and

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

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

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

SECTION 2. Appendix A of the Code of Ordinances is hereby amended as illustrated in “Exhibit A,” which is attached and made a part of this Ordinance.

SECTION 3. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 4. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 5. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 6. 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 7. Effective Date. The fats, oils, and grease (FOG) inspection and re-inspection fees shall take effect immediately upon adoption. The wastewater user fees amended by this Ordinance shall become effective October 1, 2017.

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:

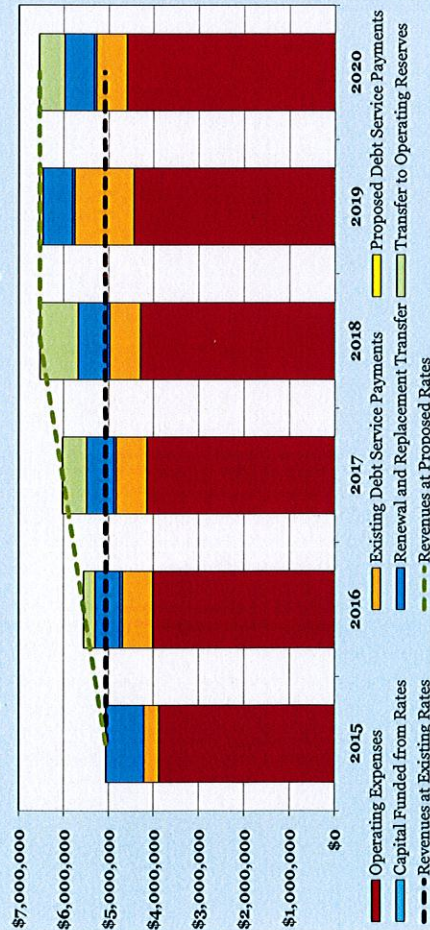
Andrew Dickman, City Attorney

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

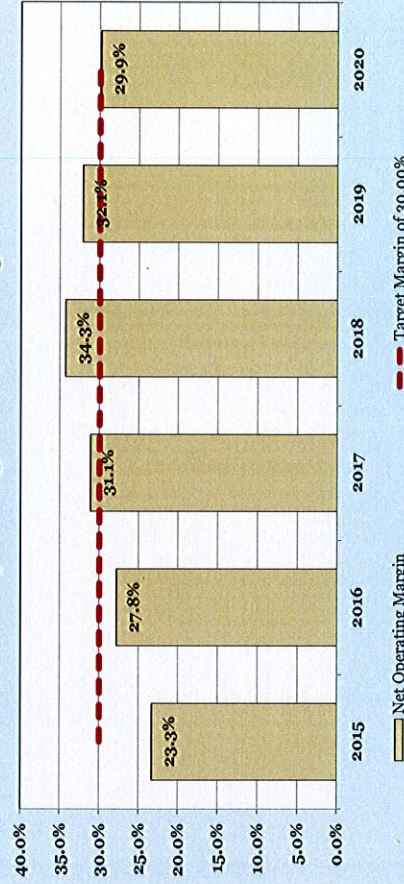
Performance Dashboards & Financial Metrics

Proposed Rate Revenue Adjustments:	Fiscal Year Ending September 30th.						Model Financial Metric & Assumptions	Fiscal Year Ending September 30th.					
	2015	2016	2017	2018	2019	2020		2015	2016	2017	2018	2019	2020
Wastewater System Rate Adjustment [1]	0.00%	9.75%	8.25%	8.25%	0.00%	0.00%	Operating Contingency (% of O&M)	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
Effective Month of Increase	Oct.	Oct.	Oct.	Oct.	Oct.	Oct.		0.25%	0.25%	0.25%	0.25%	0.25%	0.25%
Percentage of Year Effective	100%	100%	100%	100%	100%	100%		10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
Cumulative Effective Increase	0.00%	9.75%	18.80%	28.61%	28.61%	28.61%		R&R Transfer (% of Revenues) - Min.	5.00%	0.00%	0.00%	0.00%	0.00%
Average Residential Bill @ 6,000 Gallons	\$52.47	\$57.59	\$62.34	\$67.48	\$67.48	\$67.48	R&R Transfer (% of Revenues) - Add'l.	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%
Annual Revenue Surplus/Deficiency	\$0	\$0	\$0	\$0	\$0	\$0	Cash & Investment Interest Rates %	Financial Metric Inputs:					
[1] Adjustments assumed to be applied uniformly (or across the board) to all existing wastewater rates for service.							All-In Debt Service Coverage	150.00%	Senior Coverage	115.00%	Subordinate Coverage	115.00%	
							Days of Cash Minimum	150	Operating Margin Target	30.00%	Min. R&R Balance	\$100,000	

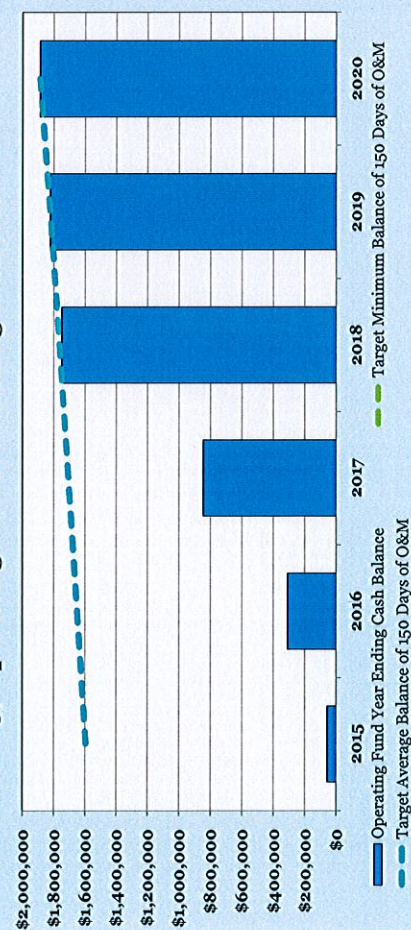
1) Projected Wastewater Revenue Requirements



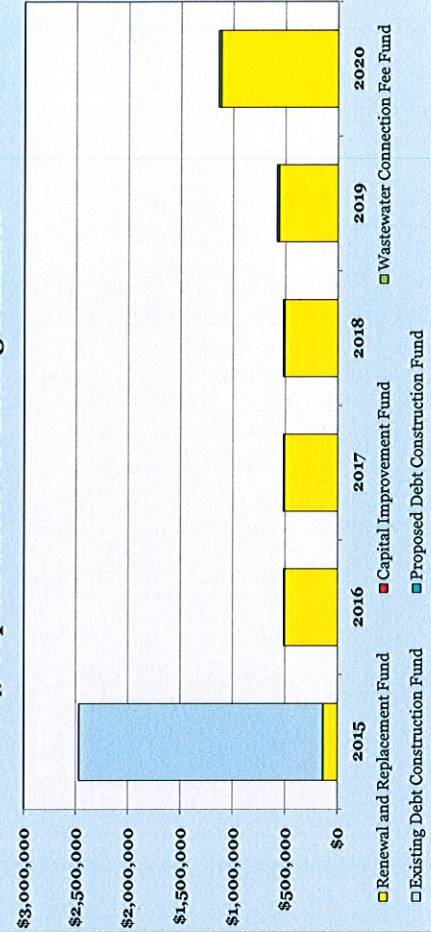
2) Net Operating Revenue Margin



3) Operating Reserves Ending Balances



4) Capital Reserves Ending Balances



“EXHIBIT A”

APPENDIX A - FEE SCHEDULE

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

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

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

	Copies, per copy per letter	0.15																														
	Administrative costs for letters of violation/notices of hearing/hearing agenda/hearing minutes per hour for preparation of each of the following documents: Notice of violation letter, notice of hearing letter, agenda, findings of fact letter, minutes, notary fee, lien filing fee, courier service	15.00																														
	Chapter 26. Businesses																															
	Regulatory fee for unlicensed businesses	15.00																														
	Special Event Administrative Regulations and Fees																															
	Event fees																															
	Type IA Event: St. Pete Beach Resident/Business event that does not require site plan review, on-site inspections, other city services, permits from other governmental agencies and are limited to three consecutive days.																															
	Type IB Event: Non-Resident/Business event that does not require site plan review, on-site inspections, other city services, permits from other governmental agencies and are limited to three consecutive days																															
	Type IIA Event: St. Pete Beach Resident/Business event that requires any of the following: site plan review, on-site inspections, other city services or additional permits from other governmental agencies																															
	Type IIB Event: Non-Resident/Business event that requires any of the following: site plan review, on-site inspections, other city services or additional permits from other governmental agencies. Type III Event: Any event that the City Manager or his/her designee determines cannot be permitted as a Type IA, IB, IIA, or IIB due to complexity of event or other impacts of the event. The fee shall be determined following review of the event impact.																															
	Special event fees:																															
	<table><tr><td>Attendance</td><td>Type IA</td><td>TypeIB</td><td>Type IIA</td><td>Type IIB</td><td>Type III</td></tr><tr><td>Up to 249</td><td>\$25.00</td><td>\$50.00</td><td>\$75.00</td><td>\$100.00</td><td>TBD</td></tr><tr><td>250-500</td><td>\$50.00</td><td>\$100.00</td><td>\$250.00</td><td>\$350.00</td><td>TBD</td></tr><tr><td>501-999</td><td>\$75.00</td><td>\$150.00</td><td>\$500.00</td><td>\$650.00</td><td>TBD</td></tr><tr><td>1,000+</td><td>\$100.00</td><td>\$200.00</td><td>\$750.00</td><td>\$1,000.00</td><td>TBD</td></tr></table> Non-Permitted Event Fee - 3 times event fee plus cost incurred by City	Attendance	Type IA	TypeIB	Type IIA	Type IIB	Type III	Up to 249	\$25.00	\$50.00	\$75.00	\$100.00	TBD	250-500	\$50.00	\$100.00	\$250.00	\$350.00	TBD	501-999	\$75.00	\$150.00	\$500.00	\$650.00	TBD	1,000+	\$100.00	\$200.00	\$750.00	\$1,000.00	TBD	
Attendance	Type IA	TypeIB	Type IIA	Type IIB	Type III																											
Up to 249	\$25.00	\$50.00	\$75.00	\$100.00	TBD																											
250-500	\$50.00	\$100.00	\$250.00	\$350.00	TBD																											
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1,000+	\$100.00	\$200.00	\$750.00	\$1,000.00	TBD																											

	Beach Wedding:	
	St. Pete Beach Resident	\$100.00
	Non-Resident	\$250.00
	Beach Wedding with no Commercial support (i.e. no equipment, chairs, etc.) limited to 20 people:	
	St. Pete Beach Resident	\$50.00
	Non-Resident	\$75.00
	Business permit for fire and other altered goods sale or going out of business sale	
	First 60 days	20.00
	Additional 15 days	5.00
	Chapter 38. Elections	
	Candidate guidebook administrative costs	10.00
	Qualifying fee for position of mayor-commissioner or city commissioner	40.00
	Chapter 42. Emergency Services	
	Article II. Alarm Systems	
	Response to fourth or succeeding false alarm	150.00
	Chapter 46. Environment	
	Article II. Nuisances	
	Lot clearing or mowing by city:	
	Administrative fee	200.00
	Lot mowing charges for vacant or improved lots in an amount equal to the city cost for mowing, in addition to administrative fee in subsection (1) of this section	
	Tree trimming in an amount equal to the city cost for trimming, in addition to administrative fee in subsection (1) of this section	
	Clerical work, secretarial services and all other notification costs at rate equivalent to actual city cost. Attorney's fees equal to actual charge to the city	
	Article III. Junked, Wrecked, Abandoned Property	

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

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

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

	"A" Permit purchase by record title owner of each unit.	20.00
	On-premises businesses in Pass-a-Grille:	Below
	One-day permits for operators of commercial watersports businesses at Merry Pier, for resale at same price to legitimate customers	4.00
	Gulfwinds Condominium, Friendly Native Condominium and Ramar Apartments and Starlight Towers Condominium:	Below
	"E" Permit Purchase by record title owner of unit, each	20.00
	Hanging meter permits for Pass-a-Grille business owners to be used by customers	35.00 per yr.
	Parking meter rates for coin operated parking meters per hour	2.00
	Parking meter rates for parking pay stations.	2.25 per hour
	Parking meter rates County Park Beach Access parking pay stations.	2.25 per hour
	"C" and "D" Controlled parking residential parking annual permit,	5.00
	"C" and "D" Controlled parking residential temporary parking permit	3.00 per mo.
	Daily parking permits	
	Daily B permit for city metered parking spaces and non-metered city streets requiring, parks and lots requiring B permit (other than County Park)	\$27.00 per day
	Temporary non metered B permit—Must provide proof of owning or residing at an address fronting a city non metered B Permit only zone.	\$3.00 per month
	Temporary one-day non-metered B permit—Must provide proof of owning or residing at an address fronting a city non metered B permit only zone. Cannot be consecutive days.	Up to 20 one-day permits \$3.00
	Storage charge for impounded motor vehicle, per day	35.00
	Chapter 86. Utilities	
	Identification or location of sanitary sewer tap-in	25.00
	<u>Fats Oils and Grease annual inspection fee</u>	<u>100.00</u>
	<u>Fats Oils and Grease re-inspection fee</u>	<u>50.00</u>
	Chapter 90. Vehicles for Hire	
	Permit fees for taxicabs and public conveyances:	

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

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

	Lot greater than 5,000 sq. ft.	\$1,000.00 plus \$100 for each additional 5,000 sq. ft. or portion thereof
	Each re-submittal review	250.00
	Within CRD:	
	Lot less than 5,000 sq. ft.	\$1,200.00
	Lot greater than 5,000 sq. ft.	\$1,200.00 plus \$125 for each additional 5,000 sq. ft. or portion thereof
	Each re-submittal review	\$350.00
	Zoning Review (where no building permit is required)	\$50.00
	Preliminary Plat	\$500.00 plus direct costs for review
	Final Plat	\$300.00 plus any direct costs and recording fees
	Required Mailing	\$.20 per piece plus associated mailing costs
	Planned Development Review	\$1000.00
	Each re-submittal review	\$125.00
	Temporary Use approval	\$100.00 plus direct mailing costs
	Vacation of Easement/ROW request	\$375.00 plus direct mailing costs

	Conditional Use Permit	\$500.00 plus direct mailing costs
	Conditional Use Permit with Variance Request	\$700.00 plus direct mailing costs
	Conditional Use Permit with Planning Board Review	\$1000.00 plus direct mailing costs
	Administrative Appeal to City Manager	\$250.00
	Administrative Appeal to Special Magistrate	\$500.00
	Concurrency Review	\$75.00 plus Direct costs (includes consulting engineer charges for review of utility capacity, transportation analysis and other required concurrency issues)
	Variance Request	\$500.00 plus direct mailing cost
	Certificate of Appropriateness	\$50.00
	With FEMA Variance	\$100.00 plus direct mailing costs
	Land Development Code Text change	\$800.00 plus direct mailing costs
	Land Development Code Map change	\$2000 plus direct mailing costs
	Comprehensive Plan Amendment (not in CRD)	\$2,500.00 plus direct mailing costs
	Comprehensive Plan Amendment (in CRD)	\$3,000.00 plus direct mailing costs
	Sign Permit	\$25.00 plus building permit fee

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

WASTEWATER CONNECTION FEES

Residential: Single-family, single condominium or single apartment

\$2,668

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

5/8" or ¾"	\$2,668
1"	\$6,670
1½"	\$13,340
2"	\$21,344
3"	\$42,688
4"	\$66,700
6"	\$133,400
8"	\$213,440

WASTEWATER USER FEES

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

Residential base rate: ~~\$31.33~~ \$33.91 for the first 3,000 gallons, or fraction thereof, of potable water used per residential unit.

Residential excess rate: ~~\$10.34~~ \$11.19 for each 1,000 gallons, or fraction thereof, of potable water used by the customer in excess of the residential base rate.

Commercial base rate: ~~\$31.33~~ \$33.91 for the first 3,000 gallons, or fraction thereof, of potable water used by the customer.

Commercial excess rate: ~~\$10.34~~ \$11.19 for each 1,000 gallons, or fraction thereof, of potable water used by the customer in excess of the commercial base rate.

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

Issue Considered: Ordinance No 2017-11 – Extending the Temporary Moratorium on the Establishment and Operation of Medical Marijuana Dispensing Organizations and Treatment Centers

Date: June 27, 2017

Prepared By: Andrew Dickman, City Attorney

Through: Wayne Saunders, City Manager

Summary of Issue: On November 8, 2016, Florida’s voters affirmatively selected to amend the Florida Constitution, titled “Use of Marijuana for Debilitating Medical Conditions” (“Amendment 2”). Subsequent legislation has been adopted by the Florida Legislature but the he Florida Department of Health has not promulgating rules and policies for the Act and Amendment 2. To promote the effective regulations of such activities, the City request additional time to research, study and analyze the potential impact of these rules and regulations upon the City. Local governments may establish temporary moratoriums when there is a rational basis and legitimate governmental purpose for the imposition of a moratorium; and establishing a record that the moratorium would further the governmental purpose of creating, finalizing, and adopting regulations relating to medical cannabis. WCI Communities, Inc. v. City of Coral Springs, 885 So.2d 912(Fla. 4th DCA 2004), and Smithfield Concerned Citizens for Fair Zoning v. Town of Smithfield, 907 F.2d 239, 243 (1st Cir. 1990). This ordinance with extend the existing moratorium by an additional 120 days.

Requested Motion: I move to approve Ordinance No. 2017-11 on first reading (read title).

Attachments: Exhibit A – Ordinance 2017-11

**Reviewed by the
City Manager** WS

Ordinance 2017-11

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA EXTENDING THE TEMPORARY MORATORIUM ON THE ESTABLISHMENT AND OPERATION OF MEDICAL MARIJUANA DISPENSING ORGANIZATIONS AND MEDICAL MARIJUANA TREATMENT CENTERS WITHIN THE CITY FOR A PERIOD NOT TO EXCEED ONE HUNDRED AND TWENTY (120) DAYS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, in 2014 the Florida Legislature enacted a medical marijuana law, the “Compassionate Medical Cannabis Act of 2014” (codified as §381.986, Fla.Stat.) (the “Act”) which authorized a limited number of large nurseries to cultivate, process, and dispense non-euphoric, low THC cannabis and operate as “Dispensing Organizations” for individuals with certain specified serious ailments; and

WHEREAS, the Florida Legislature in its 2016 session amended the Compassionate Medical Cannabis Act (§381.986, Fla. Stat.) to include the use of “medical marijuana” for eligible patients with terminal conditions; and

WHEREAS, the 2016 Amendment expanded the type of marijuana available to eligible patients beyond low THC cannabis to include all types of marijuana, and the statutory amendment has been codified and has become effective in the State of Florida; and

WHEREAS, on November 8, 2016, Florida’s voters approved an amendment to the Florida Constitution, titled “Use of Marijuana for Debilitating Medical Conditions” (“Amendment 2”); and

WHEREAS, Amendment 2 will fully legalize the medical use of marijuana throughout the State of Florida for those individuals with specified “debilitating” conditions, and would authorize the cultivation, processing, distribution and sale of marijuana and related activities by licensed “Medical Marijuana Treatment Centers”; and

WHEREAS, a comprehensive state licensing and regulatory framework for the cultivation, processing and dispensing of cannabis under Act of 2014 presently exists and provides that criteria for the number and location of dispensaries and other permitting requirements that do not conflict with state law or Department of Health rules may be established by local ordinance; and

WHEREAS, businesses licensed pursuant to the Act have begun cultivating cannabis for processing and dispensing; and

WHEREAS, the State of Florida and Department of Health are required to create rules and regulations implementing the newly imposed Amendment by July.

WHEREAS, since the adoption of the medical marijuana moratorium (Ordinance #2016-25) no rules or regulations have been created or implemented.

WHEREAS, to promote the effective regulation of such activities, the City Commission wishes to provide City staff with additional time to preserve the status quo while researching, studying, and analyzing the potential impact of dispensing facilities within the City's boundaries upon adjacent uses and the surrounding areas, including its effect on traffic, congestion, surrounding property values, demand for City services including inspections and increase police monitoring, and other aspects of the operation of dispensing facilities impacting the general welfare of the community; and

WHEREAS, due to the historical prohibition of marijuana, the City of St. Pete Beach, Florida does not currently have any land development codes governing the use of real property for purposes of cultivating, processing, distributing or selling marijuana or related activities and such uses are neither lawfully existing nor permissible within the City; and

WHEREAS, to promote effective land use planning if a dispensing organization should seek to operate within the City, the City Commission wishes to allow City staff additional time in order to preserve the status quo while researching, studying and analyzing the potential impact of Medical Marijuana dispensing organizations and Medical Marijuana Treatment Centers upon nearby properties; and

WHEREAS, the City Commission finds that extending its temporary moratorium until adequate regulations have been developed, considered and adopted is in the best interest of the health, safety and general welfare of the community and the residents of the City.

WHEREAS, the City Commission finds it in the best interest of the citizens of St. Pete Beach to extend the moratorium on medical marijuana dispensing organization and medical marijuana treatment centers for an additional one hundred and twenty (120) days from the expiration of Ordinance #2016-25.

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 City Commission hereby extends the medical marijuana moratorium imposed on the establishment and operation of Medical Marijuana Dispensing Organizations and Medical Marijuana Treatment Centers (as referenced in §381.986 and Constitutional Amendment 2, respectively) within the corporate limits of the City of St. Pete Beach, Florida. Said extension will allow City staff additional time to review the regulations that will be imposed by the State of Florida and Department of Health. While the medical marijuana moratorium is in effect, the City shall not accept, process or approve any application relating to the establishment or operation of a Medical Marijuana Dispensing Organization or Medical Marijuana Treatment Center. Nothing in this temporary medical marijuana moratorium shall

be construed to prohibit the medical use of medical marijuana or low-THC cannabis by a qualifying or eligible patient, as determined by a licensed Florida physician, pursuant to Amendment 2, Fla. Stat. § 381.986 or other Florida law, as applicable.

SECTION 3. This ordinance shall take effect immediately upon adoption. The extension to the City's current medical moratorium shall terminate one hundred and twenty (120) days from the effective date of this ordinance, unless the City Commission rescinds or extends the moratorium by subsequent ordinance.

SECTION 4. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 5. 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 6. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 7. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 8. Effective Date. This ordinance shall take effect immediately upon adoption, but shall terminate one hundred and eighty (120) days after the expiration of Ordinance #2016-25, unless the City Commission rescinds or extends the moratorium by subsequent ordinance.

* * * * *

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

Alan Johnson, Mayor

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

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney