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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, October 10, 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. **Penny For Pinellas**
John Morroni, Pinellas County Commissioner District 6
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. **Request approval of the proposal under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$4,500.00 for the development of the Flow Monitoring System.**
 - b. **Request approval of the proposal under the Continuing Engineering Services Contract with Cribb**

Philbeck Weaver Group, Inc., in the amount of \$10,510.00 for NPDES permitting support.

- c. Request approval of the proposal under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$21,240.00 for the design of the Valve Vault Replacement.**

5. Action Items

- a. Request approval of the Incode financial system proposal from Tyler Technologies, in the amount of \$31,900.40.**
- b. Request approval of the proposal under the Continuing Engineering Services Contract with George F. Young, Inc., in the amount of \$30,700.00 for the development of the GIS Integration System.**
- c. Request approval of the proposal under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$50,295.00 for Technical Engineering Services during construction of the FY18 CIP Wastewater Inflow and Infiltration Repairs.**
- d. Request approval of the proposal under the Continuing Engineering Services Contract with Crib Philbeck Weaver Group, Inc., in the amount of \$45,000.00 for technical engineering support during the Pass-A-Grille Way Road Reconstruction Project from 19th Ave to 1st Ave.**
- e. Request approval of Change Order #1 in the amount of \$30,400.00 from Alto Construction for construction of the FY17 CIP Street Rehabilitation Program.**
- f. Transmittal hearing to transmit CPA 02-17 to the Department of Economic Opportunity and required reviewing agencies. An amendment to the City's Future Land Use Map from Residential/Office/Retail (ROR) to Community Redevelopment Area-Eighth Avenue (CRD_EA)**
- g. Approval of Mutual Consent Agreement with the IAFF – Local 4966 specifying the use of state premium tax monies**

6. Ordinances

- a. Ordinance 2017-16, Final Reading and Public Hearing, amending the Firefighters' Retirement System**

- b. Ordinance 2017-25: Final Reading and Public Hearing.**
An Ordinance of the City of St. Pete Beach, Florida
providing for supplemental appropriations to the
Capital Improvement and Stormwater Funds;
providing for conflicts, severability, construction,
publication, and an effective date.
- c. Ordinance 2017-12, Final reading and Public Hearing,**
an Ordinance amending Division 2, Definitions,
Division 6, Supplemental Regulations of the City of St.
Pete Beach Land Development Code allowing for
criteria for regulating mobile food establishments
(food trucks); amending Divisions 30, 32, 33 and 37 to
allow for mobile food establishments as a Conditional
Use and an amendment to Appendix "A" of the code of
Ordinances to provide for an annual food truck fee.
- d. Ordinance 2017-23: First Reading and Public Hearing.**
An Ordinance amending the City of St. Pete Beach
Code of Ordinances Chapter 86-148 - 86-149 pertaining
to Fats, Oils and Grease (FOG). Providing for
alternative methods of calculation, definitions and a
business action plan.
- e. Ordinance 2017-17: First Reading and Public Hearing.**
An Ordinance amending the City of St. Pete Beach
Land Development Code amending Division 26 to
provide for changes to intensity of electronic message
board signs and to provide clarifications for off-site
signage.

7. Resolutions

- a. Resolution 2017-10, amending the ICMA 401 Plan**
106763

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 286.0105, Florida Statute (Notices of meetings and hearings must advise that a record is required to appeal), if a person decides to appeal any decision made by this committee, board, agency, or commission with respect to any matter considered at this 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.

AMERICANS WITH DISABILITIES ACT (ADA): In accordance with the Americans with Disabilities Act and Florida Statutes, if any person with a disability defined by the ADA needs special accommodation to participate in this proceeding, then not later than two business days prior to the proceeding, he or she should contact City Hall at (727) 367-2735.

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

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

Issue Considered: Request approval of the proposal under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$4,500.00 for the development of the Flow Monitoring System.

Date: October 10, 2017

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: Existing software at Pump Station No. 1 and 2 only measures cumulative flow through each station for monthly volume billing. Wet weather events and monitoring of inflow and infiltration improvements is currently not possible with the existing system.

Kimley-Horn and Associates, Inc. will assist the City in creation of a scope of service that will implement flow monitoring software upgrades at Pump Station No. 1 and 2, intended to provide the flow monitoring capability at the level required by the City.

Funding: CIP – Flow Monitoring System

Requested Motion: “I move to approve the proposal under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$4,500.00 for the development of the Flow Monitoring System.

Attachment: Proposal from Kimley-Horn and Associates, Inc.

**Reviewed by the
City Manager:**

WS



INDIVIDUAL PROJECT ORDER

September 25, 2017

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Engineer), and the City of St. Pete Beach (the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated in 2017, which is incorporated herein by reference.

IDENTIFICATION OF PROJECT:

Flow Monitoring Software Coordination

GENERAL CATEGORY OF SERVICES:

Under this IPO, the Engineer will provide general engineering services to coordinate the installation of flow monitoring software with an excel add-in capable of exporting historian flow data to a useable format at Pump Station No. 1 and 2.

The Engineer will provide general engineering services as described in the specific scope listed in Task 1 below.

SPECIFIC SCOPE OF SERVICES:

Task 1 – Flow Monitoring Software Coordination Effort

- A. The Engineer will create a description of the scope of services required to implement flow monitoring software upgrades at Pump Station No. 1 and 2. Upgrades are intended to provide user access to the flow monitoring SCADA system that allows the data to be exported from Historian to a useable Excel file. An Excel license will need to be provided by the City for each pump station if one is not already available. If Excel is not available file will export to a CSV file instead.
- B. The engineer will provide the scope to the City to send to three contractors requesting bids to complete the upgrades.
- C. Following the completion of the work, the Engineer will utilize the upgrades to ensure the software and add-in are working correctly.

PROJECT DELIVERABLES

- A. The deliverables to be provided for this project include:
 - Scope of Services for the proposed work and pricing review of results from a maximum of three contractors

The City shall provide and complete the following:

- Existing information as needed and available
- Review and comment on the deliverables
- Attend and participate in project meetings

FEE AND BILLING

Kimley-Horn will accomplish the services outlined in Task 1 for a Lump Sum fee of \$4,500.00. Invoicing and payment will be in accordance with the terms and conditions of the Design Services Contract between the City of St. Pete Beach and Kimley-Horn and Associates, Inc. (Kimley-Horn) dated, dated in 2017.

The following task items represent a breakdown of the lump sum amount for reference:

Task 1 – Flow Monitoring Software Coordination Effort	\$4,500.00
TOTAL	\$4,500.00

ADDITIONAL SERVICES (if required):

Services requested that are not specifically included will be provided under a new and separate IPO agreement.

METHOD OF COMPENSATION:

Services under this IPO will be provided as a lump sum basis. Invoices will be prepared based on a percentage completion of the design of the project.

OTHER SPECIAL TERMS OF IPO:

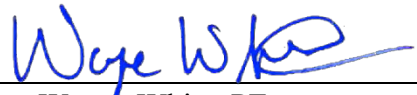
Services provided under this will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

THE CITY OF ST. PETE BEACH, FLORIDA

KIMLEY-HORN AND ASSOCIATES,
INC.

BY: _____

BY: 
Wayne White, PE

TITLE: _____

TITLE: Associate

DATE: _____

DATE: 9/25/2017

M:\Common\MKTG\Public\City of St. Pete Beach\Flow Monitoring Coordination Proposal.docx

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

Issue Considered: Request approval of the proposal under the Continuing Engineering Services Contract with Cribb Philbeck Weaver Group, Inc., in the amount of \$10,510.00 for NPDES permitting support.

Date: October 10, 2017

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: As authorized by the Clean Water Act, the NPDES permit program controls water pollution by regulating point sources, such as pipes, that discharge pollutants into waters of the United States.

Cribb Philbeck Weaver Group, Inc. (CPWG) maintains the certifications and training necessary to complete the permitting, inspections, and training needed to meet NPDES requirements. As the NPDES requirements by EPA and FDEP increase, the City will need assistance from our consultants to continue to meet all state and federal mandates.

Funding: Stormwater – NPDES Consulting (103-6108-537-5313)

Requested Motion: “I move to approve the proposal under the Continuing Engineering Services Contract with Cribb Philbeck Weaver Group, Inc., in the amount of \$10,510.00 for NPDES permitting support.”

Attachment: Proposal from CPWG

**Reviewed by the
City Manager:**

WS



Mr. Mike Clarke
City of City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL
33706

RE: **2018 NPDES Services / Cycle 3 – Year Five**

Dear Mr. Wade,

It is our understanding that the City of St. Pete Beach continues to operate under the Cycle 3 NPDES Permit FLS000005. CPWG appreciates the opportunity to provide this proposal to support the City's effort in meeting permit requirements and preparing the Year Five Annual Report for cycle 3. Please find attached our proposed scope of work and associated budget.

Our staff has reviewed the City's history of NPDES permitting, monitoring and annual reporting. We understand the permit requirements and schedule that the City must meet with the submittal of the current annual report. We look forward to working with you on this project. If there are any questions, please call.

Very truly yours,
CPWG, Inc.

Stephen R. Tarte.
Principal

AT THE READY

3918 N. Highland Ave, Tampa, FL 33603
P: 813-361-2644 F: 813-223-2469

Athletic Complexes

Commercial
Development

Construction
Management

Environmental
Services and Water
Resources

Landscape
Architecture

Land Development

Municipal

Parks and Recreation

Pavement
Management

Planning

Roadway design

Stormwater

Transportation

Utilities

SCOPE OF WORK
FOR
CITY OF ST. PETE BEACH
2018 NPDES CONSULTING SERVICES

A. GENERAL

CPWG is pleased to present the following scope of services and budget to the City of St. Pete Beach. As a Co-Permittee of Pinellas County, the City operates their NPDES program under FDEP Permit No. FLS000005, Cycle 3 and is currently in Year 5 of the permit. It is our understanding that the City desires to have CPWG assist with the following stormwater related services that are necessary to maintain compliance with the City's NPDES permit.

1. Consulting on Cycle 3 NPDES Year 5 permit requirements
2. Coordination as a Co-Permittee with Pinellas County, including attendance of quarterly meetings
3. Provide quarterly newsletter articles related to NPDES for the City to include in email newsletters
4. Provide support of application to renew the City's 5-year NPDES permit
5. Annual reporting
6. Inspection services related to NPDES permit, As-Needed
7. Operational support related to NPDES Permit as determined by City Staff

B. SCOPE OF WORK

The following tasks will be performed.

1. Meetings

Attend up to four meetings with City staff throughout the reporting year to coordinate NPDES activities that are the responsibility of CPWG and coordinate collection of information by different departments within the City.

2. Coordination as a Co-Permittee with Pinellas County

Attend the quarterly NPDES meeting with Pinellas County and provide City with a written summary of the meeting. This coordination will be provided to assure that the necessary information regarding the City's responsibility as a co-permittee is executed and documented.

3. Newsletter Articles

Prepare NPDES related articles for the City to include in email newsletters to citizens for public involvement activities, as required by the NPDES permit.

4. Annual Reporting

Prepare and submit the FDEP Year 5 Annual Report as set forth in Chapter 62-624 Florida Administrative Code and the conditions set in the permit FLS000005 (currently Cycle 3). The Annual Report will be submitted to FDEP and the City electronically.

5. NPDES Permit Renewal

As required during Year 5, CPWG will prepare the necessary paperwork to FDEP to renew the City's 5-year NPDES permit as co-permittee to Pinellas County. Permit renewal application is required to be submitted with Year 5 Annual Report (prior to June 2019).

6. Inspection Services and Operational Support Related to the NPDES Permit as Determined by City Staff

CPWG staff will be available to assist the City with additional services related to maintaining compliance with the NPDES Permit. These activities are understood to be outside the base scope of services and additional fees for such services will be agreed upon before commencement of work.

C. SCHEDULE

The services described in this proposal will start upon receipt of the Notice to Proceed.

D. COMPENSATION

Compensation for Tasks 1 through 5 of this Scope of Work will be performed for a Lump Sum price of \$7,910.00. The additional services for Task 6 will be billed hourly at the rates identified in Exhibit A on an as-needed basis, NOT TO EXCEED \$2,600.00. CPWG will invoice the City on a monthly basis based upon CPWG's percent complete, as determined by CPWG at the time of billing. CPWG understands that the City may desire to issue a separate work order for the not to exceed as-needed services. CPWG also understands that there is no guarantee that these funds will be expended.

F. ADDITIONAL PROVISIONS

The services described herein will be provided in accordance with the current generally accepted standards of the engineering profession. Certain assumptions have been made in preparing this scope of services. To the extent possible, they are stated herein and are reflected in the budget estimates included in this scope of services. Reasonable material changes between work tasks, or level of effort actually required and those budgeted, may serve as a basis for modifying this scope and budget, as mutually agreed to between the City and CPWG.

CPWG is entitled to rely upon the accuracy of historical and existing data, and information provided by the City and others without independent review and verification.

CPWG is not responsible for the means, methods, sequences, techniques or procedures of the City programs.

ST PETE BEACH NPDES SERVICES: 2018 BUDGET

		Project Manager 135.00	Senior Engineer 115.00	Field Engineer 90.00	GIS/CAD 75.00	Clerical 40.00	Fee	MH by Activity
Task	Description	M/H	M/H	M/H	M/H	M/H		
1	Meetings with Pinellas County			24			\$2,160.00	24
2	Coordination as a Co-Permittee	4		12			\$1,620.00	16
3	Newletter Articles			4			\$360.00	4
4	Annual Report	4		14		4	\$1,960.00	22
5	NPDES Permit Renewal	2	6				\$960.00	8
	Reimbursables **						\$850.00	
	SUBTOTAL						\$7,910.00	74
6	Assistance as Required by City * not to exceed						\$2,600.00	
	TOTAL						\$10,510.00	

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

Issue Considered: Request approval of the proposal under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$21,240.00 for the design of the Valve Vault Replacement.

Date: October 10, 2017

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City of St. Pete Beach's master pump station (Station No. 1) collects the wastewater generated by our City and discharges it to the City of St. Petersburg for treatment via a subaqueous force main (pipe). Our pipe manifolds with a similar pipe from the City of Treasure Island at a vault near the intersection of 79th Street S and the Treasure Island Causeway in the City of St. Petersburg, where the combined flow is pumped to St. Petersburg's treatment plant. This vault contains valves which allow either City to cease flow into the shared line as well as prevent any backflow from the other City's pipe. These valves were recently found to not be in operating condition.

In lieu of a repair to these valves, which would require the City of St. Pete Beach to bare a large portion of the cost for both City's valves due to our higher volume of contributed wastewater, the City plans to cut in and install a new valve upstream which does not impact Treasure Island's system. This valve installation will take place in Phase 1 of this project, which is currently being prepared for bidding.

City Staff has requested that Kimley-Horn and Associates provide planning, design and construction observation services regarding Phase 2 of this project. Phase 2 includes the installation of a check valve and additional plug valve, increasing pipeline resiliency.

Funding: CIP – Valve Vault Repair (101-6107-535-5638)

Requested Motion: “I move to approve the proposal under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$21,240.00 for the design of the Valve Vault Replacement.”

Attachment: Proposal from Kimley-Horn and Associates, Inc.

**Reviewed by the
City Manager:**

WS



INDIVIDUAL PROJECT ORDER

July 19, 2017

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Engineer), and the City of St. Pete Beach (the City) in accordance with the terms of the Continuing Contract for Professional Design Services dated in 2017, which is incorporated herein by reference.

IDENTIFICATION OF PROJECT:

City of St. Pete Beach and Treasure Island Phase 2 Valve Replacement

GENERAL CATEGORY OF SERVICES:

Under this IPO, the Engineer will provide general engineering services for planning, design, and construction observation services regarding Phase 2 of valve replacement project located at the City of St. Pete Beach and Treasure Island force main interconnect. The City's current system discharges through a 16" to 24" force main where it later manifolds with Treasure Island's 18" force main. At this interconnect is where there are two plug valves in line with each force main. These valves are currently not functional, but are stuck in the open position.

For phase 1 of the project the City will construct an insertion gate valve to provide isolation of the pipeline. Phase 2 will include the addition of a check valve and an additional plug valve for pipeline resiliency.

The Engineer will provide general engineering services for the project. The engineer will prepare a set of plans and specifications for permit and then to be bid for construction. The plans and specifications will be based on the previous survey and as-builts completed in phase 1. The Specific Tasks required are presented below.

SPECIFIC SCOPE OF SERVICES:

Task 1 – Design and Permitting

- A. Based on the design in Phase 1 of the project, the Engineer shall prepare the 60 percent design submittal for City review.
- B. The Engineer will prepare the design drawings of the proposed project. Existing utility information provided by the utility companies will be used in conjunction with the survey information as a basis for the design of the force main alignment.
- C. The 60 percent construction drawings and specifications will consist of the following components:
 - Standard City cover sheet

- Overall project key sheet
 - Horizontal and Control Sheets
 - Plan and Profile sheets (1=20' horizontal) and (1=2' vertical)
 - Typical details and additional items that may be needed
- D. The Engineer shall provide an updated opinion of probable construction costs for the 60 percent submittal. Engineer shall keep the City informed during the design process of cost changes caused by significant design changes that increase the project construction cost.
- a. The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
- E. Engineer will deliver 60 percent plans to City staff for review and comment. After a review period, the City shall submit comments via email to the Engineer.
- F. Engineer shall incorporate City comments made on the 60 percent design submittal, and incorporate comments into a final design submittal.
- G. Engineer shall update the 60 percent construction opinion of probable cost for the final design.
- H. Engineer shall attend a maximum of one meeting with the City of Treasure Island and the City of St. Pete Beach to coordinate the design.
- I. Engineer shall prepare and submit the following permit applications:
- Engineer will prepare and submit a pre-application package for City of St. Petersburg Right of Way permit required for the modifications included for the project. The City of St. Petersburg does not issue a permit without a contractor. This Task includes up to two rounds of comment responses.
 - Engineer will prepare and submit the Florida Department of Environmental Protection (FDEP) general collections system permit, Form 62-604.300(8)a, including the necessary supporting documentation. The City will be responsible for the payment of the application fee if needed.

All other permit application fees are not included in this Work Assignment and shall be paid for by the City unless otherwise noted above.

Task 2 – Services during Construction

Engineer shall provide the following services during the bidding and construction phase:

- A. Engineer will prepare bid packages consisting of plans, permits, and specifications (in CSI or EJCDC format) to be included in the City's bid packages.
- B. City will prepare and advertise the bid notification. Engineer will provide the technical information required for the notification language.
- C. City will administer distribution of the bid packages and maintain a log of the issued bid packages.
- D. Engineer will participate in one pre-bid conference as the City's engineering representative. The City will be responsible for coordinating, scheduling, and administering the pre-bid conference.
- E. Engineer will respond to Requests for Information (RFIs) and prepare bid addenda during the bid process. The City will be responsible for addenda distribution.
- F. Engineer will conduct a pre-construction conference and prepare minutes of meeting.
- G. Engineer will review shop drawings.
- H. Engineer will conduct a project site visit and prepare punch list items to be corrected or completed at the substantial completion stage of the work.
- I. Engineer will provide recommendations of changes, if necessary, which may be required within the scope of the project during construction. Engineer will also prepare discretionary item work directive changes and change orders, if required, for City approval.
- J. Engineer will prepare and furnish the City a final set of reproducible record drawings (as-builts) from data provided by the Contractor and the project representative. All information gathered by Engineer shall be field verified and a certified set of as-builts shall be submitted to the City.
- K. Engineer shall be responsible for supplying the City certified record drawings with information provided by contractor as-builts and all certifications to all state agencies listed in Task 1.

PROJECT DELIVERABLES

- A. Drawings shall be prepared on an 11-inch by 17-inch border using Engineer's standard drawing format. All drafting will be completed using Engineer's drafting standards.
- B. Engineer shall develop the technical specifications for this project using Engineer's standard specifications in CSI format. General conditions of the contract (including the pay item description) will be prepared using the City's standard documents and revised as necessary to accommodate this project.
- C. The deliverables to be provided for this project include:
 - Design meeting minutes – electronically submitted,
 - Two (2) hard copies of the 60 percent design submittal (11-inch by 17-inch drawings and technical specifications) and electronic files submitted via email.
 - Two (2) hard copies of the final design submittal (11-inch by 17-inch drawings and technical specifications) and electronic files submitted via email.
 - One (1) copy of the opinion of probable cost – electronically submitted with each submittal,

The City shall provide and complete the following:

- Existing information and drawings as needed and available,
- Review and comment on the deliverables,
- Attend and participate in project meetings,
- Reproduction of bid package submittals for project bidding,
- Advertise for bids and addenda.

FEE AND BILLING

Kimley-Horn will accomplish the services outlined in Task 1-2 for a Lump Sum fee of \$21,240. Invoicing and payment will be in accordance with the terms and conditions of the Continuing Contract for Professional Design Services dated in 2017, which is incorporated herein by reference.

The following task items represent a breakdown of the lump sum amount for reference:

Task 1 – Design and Permitting	\$13,915.00
<u>Task 2 – Services during Construction</u>	<u>\$7,325.00</u>
	\$21,240.00

ADDITIONAL SERVICES (if required):

Services requested that are not specifically included will be provided under a new and separate IPO agreement.

METHOD OF COMPENSATION:

Services under this IPO will be provided as a lump sum basis. Invoices will be prepared based on a percentage completion of the design of the project.

OTHER SPECIAL TERMS OF IPO:

Services provided under this will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

THE CITY OF ST. PETE BEACH, FLORIDA

KIMLEY-HORN AND ASSOCIATES,
INC.

BY: _____

BY: _____
Wayne White, PE

TITLE: _____

TITLE: Associate

DATE: _____

DATE: _____

M:\Common\MKTG\Public\City of St. Pete Beach\Plug Valve Replacement\Phase 2 Valve Replacement\Valve Replacement.docx

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

Issue Considered: Request approval of the Incode financial system proposal from Tyler Technologies, in the amount of \$31,900.40.

Date: October 10, 2017

Prepared By: Vincent Tenaglia, Administrative Services Director

Through: Wayne Saunders, City Manager

Summary of Issue: City staff has utilized the Incode financial system developed by Tyler Technologies since 2007. It is generally recognized as a leading governmental accounting software solution and is specifically tailored to meet the needs of relatively smaller sized organizations. The fiscal year 2018 budget includes sufficient funding for the various recurring applications and license fees associated with the financial system. The annual renewal quote represents a 2.1% increase over the prior year and staff recommends approval.

Funding: Funds are budgeted in the IT software account (001.5501.513.5330).

Requested Motion: “I move to approve the Incode financial system proposal from Tyler Technologies, in the amount of \$31,900.40.”

Attachments: Tyler Technologies Renewal Quote

**Reviewed by
City Manager:** WS



Renewals Quote

Customer No.	Date	Page
44669	08/09/2017	1 of 2

Customer :

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

Ship To : STX-AR-MST

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

	Quantity	Current Fee	Renewal Fee
Core Financials  Maintenance Period: 7/1/2017 to 8/31/2018	1.00	\$4,810.60	\$5,051.13
Office Exporter  Maintenance Period: 7/1/2017 to 8/31/2018	1.00	\$388.56	\$407.99
Purchase Orders  Maintenance Period: 10/1/2016 to 9/30/2017	1.00	\$2,031.86	\$2,133.45
Fixed Assets  Maintenance Period: 10/1/2016 to 9/30/2017	1.00	\$923.06	\$969.21
Project Accounting  Maintenance Period: 10/1/2016 to 9/30/2017	1.00	\$1,108.80	\$1,164.24
HR Base Package  Maintenance Period: 10/1/2016 to 9/30/2017	1.00	\$2,400.52	\$2,520.55
Payroll/Personnel  Maintenance Period: 7/1/2017 to 8/31/2018	1.00	\$2,133.45	\$2,240.12
Central Cash Collection  Maintenance Period: 10/1/2016 to 9/30/2017	1.00	\$1,108.80	\$1,164.24
Report Writer  Maintenance Period: 6/1/2017 to 7/31/2018	1.00	\$1,340.10	\$1,407.11
Additional Designer  Maintenance Period: 8/1/2017 to 7/31/2018	1.00	\$335.02	\$351.77
Forms Overlay  Maintenance Period: 9/1/2017 to 8/31/2018	1.00	\$582.13	\$611.24
Secure Signatures  Maintenance Period: 9/1/2017 to 8/31/2018	1.00	\$388.56	\$407.99
Tyler Output Processor Server  Maintenance Period: 6/1/2017 to 5/31/2018	1.00	\$836.27	\$878.08
AcuCorp AcuServer  Maintenance Period: 6/1/2017 to 8/31/2018	1.00	\$2,108.34	\$2,213.76
Accu ODBC  Maintenance Period: 9/1/2017 to 8/31/2018	1.00	\$93.08	\$97.73
Basic Network Support Services  Maintenance Period: 9/1/2017 to 8/31/2018	1.00	\$930.80	\$977.34

THIS IS NOT AN INVOICE



tyler
technologies

Renewals Quote

Customer No.	Date	Page
44669	08/09/2017	2 of 2

Customer :

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

Ship To : STX-AR-MST

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

	Quantity	Current Fee	Renewal Fee
Positive Pay  Maintenance Period: 3/1/2017 to 2/28/2018	1.00	\$696.52	\$731.35
DDRS-Annual  Maintenance Period: 1/1/2017 to 12/31/2017	1.00	\$5,300.00	\$5,300.00
TylerU  Maintenance Period: 9/1/2017 to 8/31/2018	1.00	\$1,435.00	\$1,435.00
Miscellaneous Accounts Receivable - Maintenance  Maintenance Period: 3/1/2017 to 2/28/2018	1.00	\$964.87	\$1,013.11
Epson Thermal Receipt Printer - Maintenance  Maintenance Period: 2/1/2017 to 1/31/2018	1.00	\$297.21	\$326.93
Media Plus Automated Cash Drawer - Maintenance  Maintenance Period: 2/1/2017 to 1/31/2018	1.00	\$58.56	\$64.42
Electronic Time Clock Interface - Maintenance  Maintenance Period: 1/1/2017 to 12/31/2017	1.00	\$413.00	\$433.65
Does not include any applicable taxes			Quote Total: \$31,900.40

THIS IS NOT AN INVOICE

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

Issue Considered: Request approval of the proposal under the Continuing Engineering Services Contract with George F. Young, Inc., in the amount of \$30,700.00 for the development of the GIS Integration System.

Date: October 10, 2017

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City requested that George F. Young, Inc. provide Geographic Information System (GIS) consulting and related services to consolidate existing data sources into an enterprise GIS, including office and field access to maps and data, and to assure integration of the City's Work Order Management System (WOMS) with the enterprise GIS, or work with the City and WOMS program manager to develop and implement an alternative software and workflow solution.

Funding: CIP – GIS Integration System (101-6107-535-5629)

Requested Motion: “I move to approve the proposal under the Continuing Engineering Services Contract with George F. Young, Inc., in the amount of \$30,700.00 for the development of the GIS Integration System.”

Attachment: Proposal from George F. Young, Inc.

**Reviewed by the
City Manager:**

WS

George F. Young, Inc.

CLIENT AND CONSULTANT PROFESSIONAL SERVICES AGREEMENT

Proposal Submitted: July 10th, 2017

This Agreement is made and entered into this _____ day of _____ 2017,
the effective date, for the attached Scope of Services and associated fees bound by the Agreement by and between
George F. Young, Inc. and the City of St. Pete Beach executed on January 17th, 2017:

CONSULTANT:

George F. Young, Inc. (GFY)

Attn: Jerry Dabkowski, PE
Sr. Vice President

299 Dr. Martin Luther King Jr. St. N.
St. Petersburg, FL 33701

Telephone: 727.424.7427
Email: jdabkowski@georgefyoung.com
Fax: 727.822.2919

CLIENT:

City of St. Pete Beach, Florida

Attn.: Mike Clarke, Public Works
Director

155 Corey Avenue
St. Pete Beach, FL 33706

Telephone: 727.363.9248
Email: mclarke@stpetebeach.org
Fax: 727.363.9254

Project Name: Enterprise GIS Development Services – GFY Proposal # 17P09100SU

Name and Address of Record Owner of Property (if other than Client):

n/a

The property upon which the services hereinafter described are to be performed is located at:
See "Basic Scope of Services" under "Exhibit A".

Client intends to Consulting recommendations related to the development of an Enterprise GIS accessible by City Staff. See "Exhibit A".
See "Compensation Schedule" under "Exhibit B".

ACCEPTANCE

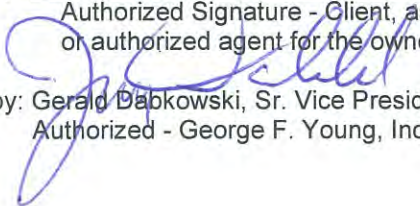
By execution of this Agreement Client accepts the terms hereof, acknowledges receipt of a copy hereof, including all exhibits, and authorizes Consultant to proceed with the work. In the event Client is not the owner of the property, Client represents that Client has informed the owner of the work and obtained permission from said owner for Consultant to proceed.

IN WITNESS THEREOF, the parties hereby execute this Agreement upon the terms and conditions stated hereon and on the date first above written.

Accepted by: _____

Date: _____

Authorized Signature - Client, as owner
or authorized agent for the owner

Accepted by:  Gerald Dabkowski, Sr. Vice President
Authorized - George F. Young, Inc.

8-21-17

**EXHIBIT A
BASIC SCOPE OF SERVICES**

I. UNDERSTANDING OF PROJECT

The City of St. Pete Beach (Client) seeks to:

1. Consolidate existing GIS data sources into an enterprise GIS and have office and field access to relevant GIS maps and apps.
2. Coordinate with the existing Work Order Management System (WOMS) program manager to insure that the WOMS is capable of automatic information integration with the new enterprise GIS program or, work with the City and program manager to develop and implement an alternative software and workflow solution.

The following scope of services is required for this project:

II. SCOPE OF SERVICES

Task 1 - Existing Sources and Initial GIS Development

Consultant shall provide GIS consulting and related services to develop the City's available source data (obtained from Kimley Horn related to a recent Utilities Engineering project) into an enterprise GIS. To accomplish this, the Consultant will perform the following tasks:

1. Develop Core GIS
 - a. Create a dedicated Master geodatabase on the Consultant's GIS server.
 - b. Create a Target Utilities geodatabase based on the default ESRI Local Government Information Model (LGIM)
2. Migrate and Convert Data
 - a. Assemble and analyze provided source data from Kimley-Horn:
 - i. Identify and map GIS attributes from source to target,
 - ii. Identify and isolate features for migration,
 - iii. Examine pre-migration improvements to best populate target datamodel
 - b. Migrate data into Target Datamodel (For each of the provided utility data types and features):
 - i. Using ESRI geoprocessing tools, manual and semi-manual techniques, isolate and import features, into the Target LGIM datamodel
 - ii. Perform post-migration improvements to best populate any additional (Target datamodel) attributes that can be captured through feature spatial and attribute relationships.
 - iii. Test and confirm counts and attribute population
 - iv. Identify and document potential data issues (connectivity, attribute inconsistencies, etc.)
3. Develop Web Mapping Environment
 - a. Shortly after Core GIS has been developed, and initial data migrated into the Target datamodel, Consultant will create temporary web maps on the Consultant's ESRI ArcGIS online account. These maps will be made accessible to the City as "Production Maps" to give

the City early access to and visibility of, the development and production of GIS Utility asset features. These Maps will:

- i. Provide a means of communicating progress to the City
 - ii. Function as a preliminary deliverable (described below)
 - b. Consultant will work with the City to coordinate with the Pinellas County GIS to secure access to related City and County owned GIS data map services to make them accessible to the City's Mapping environment. These map services might include Parcels, Water network, Zoning, etc. as available.
4. Prepare Deliverables
 - a. System Maps will be provided on Web-accessible GIS maps. These will:
 - i. Function as a preliminary deliverable for monthly invoicing
 - ii. Function as a tool for the Consultant to request more information related to data issues that may be related to the source data
 - iii. Function as a "Mark-up" tool for the City to provide feedback on deliverables or Requests for Information.
 - b. Paper Map books (provided in PDF format for City printing) will be created to be used for Quality Checking and markups by the City.
 - c. The City will be asked to review these (web and paper) maps for inconsistencies and improper placement of utility features.
 - d. Consultant will perform revision as needed.

***NOTE:** GIS data revisions or refinement will be limited to inconsistencies between the provided Source data and the Deliverables under this Task Order. Other inconsistencies or improper utility alignments, not reflected within the Source data, will be cataloged and used to estimate additional data sources or the need for on-site GPS/Surveying to capture additional data.*
 - e. Final Map release will consist of a Statement of completeness and a brief report. This will include Access information to the City's ESRI ArcGIS account (described below)

Task 1.2 – Implementation and Training

Consultant shall provide the following implementation and training services:

5. Implementation:
 - a. Consultant will initiate a Quote request with ESRI on behalf of the City
 - b. Following the City issuing a Purchase Order to ESRI for the ArcGIS Online Subscription and receiving ESRI's "Activation" notice, the Consultant will activate and set up initial Branding, Users and file management on the ArcGIS online platform.
 - c. At or near the end of the GIS development (after the City establishes any required accounts or subscriptions) Consultant will assist the City with installing required software and Apps and establish connections to the Enterprise GIS maps and apps, served from ArcGIS Online, on computers and Tablet hardware purchased for this project.
6. Training:
 - a. Consultant will provide limited on-site training to Public Works staff and select Utilities maintenance staff related to the access and use of GIS maps, data and apps developed herein.
 - b. Consultant will provide a presentation and demonstration of the GIS system to the Public Works department and
 - c. Consultant will make available as needed phone support and follow-up on-site training as needed.

Task 2 – Work Order Management System Integration

Consultant shall work with the City's Work Order Management System (WOMS) program manager to assure integration of the work order management system with the Enterprise GIS. To accomplish this, the Consultant will perform the following tasks:

1. Consultant will review and evaluate, as needed, WOMS software systems and solutions, to determine the capabilities of these systems regarding the integration of work order information with Enterprise GIS information. The requested integration may include one or more of the following:
 - a. The ability for the WOMS to read and use enterprise GIS features and attribution into the WOMS to:
 - i. Augment the work order process by depicting GIS features within the WOMS, and provide feature attribute details to the Work order to inform maintenance of existing details.
 - ii. Create links, by capturing unique ID's, between the WOMS and the GIS.
 - b. The Ability of the WOMS to populate the Enterprise GIS with historical work order information. Some of the possible solutions might include:
 - i. Direct 'push' of data into the Enterprise GIS
 - ii. The WOMS would provide tools for semi-manual 'export/import' of work order records to the GIS.
 - iii. The ability to export work order records with functional Unique ID's to be semi-manually 'pulled' into the GIS by the Enterprise GIS manager.
2. Consultant will provide consulting and/or development services to design, develop, test, and implement the desired integration. These consulting services may include one or more of the following:
 - a. Coordinate with the WOMS Program Manager or vender to implement existing functionality
 - b. Coordinate with the WOMS Program Manager or vender to acquire development tools and WOMS access to develop an automation interface.
 - c. Establish a workflow and develop a GIS-based solution that:
 - i. Systematically downloads a dated range of WOMS work order data
 - ii. Develop a geoprocessing tool that Appends a designated GIS Table with work order data
 - iii. Tests related table reliability and accessibility of WOMS historical data within the GIS.



DELIVERABLES

Deliverables are outlined in the Task descriptions above.

SCHEDULE

Consultant will coordinate an implementation schedule with the City upon acceptance of this agreement.

EXCLUSIONS

The following items are specifically excluded from the above Basic Scope of Services:

1. Consultant will not purchase any hardware or software related to or described herein.
2. Consultant will not perform hardware installation or initial setup beyond the installation and setup of Specific ESRI Application software.
3. GIS data revisions or refinement will be limited to inconsistencies between the provided Source data and the Deliverables under this Task Order. Other inconsistencies or improper utility alignments, not reflected within the Source data, will be cataloged and used to estimate additional data sources or the need for on-site GPS/Surveying to capture additional data.
4. Consultant will not perform additional services without written approval from the City

CLIENT'S RESPONSIBILITIES

In addition to other responsibilities of CLIENT as set forth in this Agreement, CLIENT shall:

- A. CLIENT shall provide timely staff reviews of all deliverables.
- B. CLIENT shall provide access to and scheduling of Staff related to the implementation and training described herein.

EXHIBIT B
COMPENSATION SCHEDULE

Client shall pay Consultant for Basic Services set forth in Exhibit A as follows:

Not to Exceed FEE:

1. A not to exceed Fee of **\$30,700.00 (Thirty Thousand Seven Hundred Dollars and Zero Cents)**, based upon the following assumed distribution of compensation:
2. The portion of the Fee amount billed for Consultant's services will be based upon Consultant's actual time and proportion of the total services completed during the billing period.
3. Reimbursable expenses may include printing, shipping, or travel associated with implementation and training services.

TASK & HOURLY FEE BREAKDOWN
GFY Proposal #17P09100SU
Project Name: GIS Development Services

Task	Desc	Title	Man-Hours	Rate	Cost
1	Existing Sources and Initial GIS Development	GIS Manager	146	\$ 135	\$ 19,710
1.2	Implementation and Training	GIS Manager	40	\$ 135	\$ 5,400
2.0	Integration Consulting Services (estimate 10-40 hrs.)	GIS Manager	40	\$ 135	\$ 5,400
SUBTOTAL			226		\$ 30,510
Reimbursable Expenses (Estimate)					\$ 260
TOTAL					\$ 30,700

Estimated Hourly Breakdown by Sub-Task

Task	Sub-Task Description	Consultant Hrs	City Hrs
1	Develop Core GIS/Datamodel	10	
	Migrate/Convert Data	90	
	Develop Web Mapping Env	16	
	Deliverables	30	40
	<i>sub-total</i>	146	40
1.2	Implementation	20	
	Training	20	8-16hrs
	<i>sub-total</i>	40	16
2	Integration Consulting	10-40	
	<i>sub-total</i>	40	
Total Hours		226	56

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

Issue Considered: Request approval of the proposal under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$50,295.00 for Technical Engineering Services during construction of the FY18 CIP Wastewater Inflow and Infiltration Repairs.

Date: October 10, 2017

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: On February 24, 2015, the City enlisted the services of Kimley-Horn and Associates, Inc. to provide engineering services during the ongoing citywide wastewater Inflow and Infiltration Study. Utilizing the data obtained during the recently completed cleaning and televising component of this study, Kimley-Horn created a report prioritizing three scopes of repairs to be performed over the next five fiscal years: pipe lining, manhole rehabilitation, and point repairs.

In an effort to have contracts in place and ready to commence repairs prior to the publication of the prioritization report described, the City solicited bids and awarded unit rate contracts for each of these three repair tasks on December 12, 2016. With the prioritization now complete, it is the City's intention to issue to each contractor incremental task orders grouped specifically to stay within each year's annual budget for this program.

As a result of this approach, the City has requested that Kimley-Horn provide additional support in the form of detailed construction packages with diagrams as well as ongoing support during and after the execution of each task order, including kickoff and progress meetings and merging incoming data to be received from the contractors' with the City's GIS database. This purchase order will fund these efforts, which were not part of the previously agreed upon scope of services between the City and Kimley-Horn.

Funding: CIP – I&I Study (101-6107-535-5633)

Requested Motion: "I move to approve the proposal under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$50,295.00 for Technical Engineering Services during construction of the FY18 CIP Wastewater Inflow and Infiltration Repairs."

Attachment: Proposal from Kimley-Horn and Associates, Inc.

**Reviewed by the
City Manager:**

WS



INDIVIDUAL PROJECT ORDER

August 17, 2017

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Engineer), and the City of St. Pete Beach (the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated in 2017, which is incorporated herein by reference.

IDENTIFICATION OF PROJECT:

2018 Pipeline and Manhole Rehabilitation Services During Construction

GENERAL CATEGORY OF SERVICES:

Under this IPO, the Engineer will provide general engineering services in connection with the three wastewater collection system rehabilitation construction contracts for the City of St. Pete Beach over fiscal year 2018. The contracts are as follows:

- Wastewater System Manhole Rehabilitation (Manhole Project)
- Wastewater System Pipe Lining (Lining Project)
- Wastewater System Point Repairs (Point Repair Project)

These contracts will be referred to as projects for the remainder of the proposal. Under these Projects, Individual Purchase Orders (IPOs) will be issued to the contractor to release a number of manholes repairs, pipe lining repairs or pipe point repairs. The Engineer will provide general engineering services for these IPOs as described in the specific scope listed in Task 1 and Task 2 below.

SPECIFIC SCOPE OF SERVICES:

Task 1 – Construction Packages

- A. The Engineer will provide a construction package for a maximum of five packages total, as shown below:
 - a. Manhole Project: A maximum of 1 construction packages.
 - b. Lining Project: A maximum of 2 construction packages.
 - c. Point Repair Project: A maximum of 2 construction packages.
 - i. Construction packages for point repair will have additional information included per Subsection 1-B-d.

B. Construction packages will include the following:

- a. Exhibits showing the location and designation of each asset that needs to be rehabilitated (Asset being manholes repairs, pipe lining, or pipe point repair required). See Exhibit A for an example.
- b. Tabular list of assets released for rehabilitation within the IPO, with a general description of the repair necessary. See Exhibit B for example.
- c. Each of the construction packages will contains the approximate number of assets listed below:
 - i. Manhole Project – 120 Manhole Repairs per IPO
 - ii. Pipelining Project – 50 Lining Repairs per IPO
 - iii. Point Repair Project – 20 Point Repairs per IPO
- d. Construction packages for the Point Repair Project will also include the pipeline inspection report, a general description of the deficiencies and a recommended repair per the line items in the Wastewater System Point Repairs contract.

FDOT permitting will be addressed by the Contractor. Any permit application fees are not included in this Work Assignment and shall be paid for by the City or Contractor.

Task 2 – Services During Construction

Engineer shall provide construction observation services, for a maximum of six IPOs as created in Task 1. Engineering services associated with Task 2 shall include the following:

- A. Engineer will conduct a pre-construction conference, prepare an agenda for each meeting, and prepare minutes of meeting to be distributed to the Contractor and City.
- B. Engineer will review and track shop drawings.
- C. Engineer will conduct one project site visit per IPO and prepare punch list items to be corrected or completed at the substantial completion stage of the work.
- D. Engineer will provide recommendations of changes, if necessary, which may be required within the scope of the project during construction. Engineer will prepare

discretionary items for a maximum of three work directive changes or change orders per IPO, if required, for City approval.

- E. Engineer will update ArcGIS database for the assets that have been repaired, listing the repair type, date, and issues or comments that are related to the completion of the repair.

PROJECT DELIVERABLES

- A. The deliverables to be provided for this project include:
 - Construction meeting minutes – electronically submitted,
 - Two (2) hard copies of each construction package and one digital copy electronically submitted.

The City shall provide and complete the following:

- Existing information and drawings as needed and available,
- Review and comment on the deliverables,
- Attend and participate in project meetings.

FEE AND BILLING

Kimley-Horn will accomplish the services outlined in Task 1-2 for a Lump Sum fee of \$50,295. Invoicing and payment will be in accordance with the terms and conditions of the Design Services Contract between the City of St. Pete Beach and Kimley-Horn and Associates, Inc. (Kimley-Horn) dated, dated in 2017.

The following task items represent a breakdown of the lump sum amount for reference:

Task 1 – Construction Packages

A. Manhole Project (Maximum of 1 IPOs)	\$1,720
a. \$1,720 per Contractor IPO	
B. Lining Project (Maximum of 2 IPOs)	\$3,440
a. \$1,720 per Contractor IPO	
C. Point Repair Project (Maximum of 2 IPOs)	\$9,460
a. \$4,730 per Contractor IPO	

Task 2 – Services During Construction

A. Maximum of 5 IPOs Total \$35,675
a. \$7,135 per Contractor IPO

TOTAL OVER FISCAL 2017
\$50,295

ADDITIONAL SERVICES (if required):

Services requested that are not specifically included will be provided under a new and separate IPO agreement.

METHOD OF COMPENSATION:

Services under this IPO will be provided as a lump sum basis. Invoices will be prepared based on a percentage completion of the design of the project.

OTHER SPECIAL TERMS OF IPO:

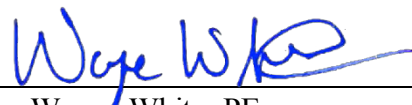
Services provided under this will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

THE CITY OF ST. PETE BEACH, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: 
Wayne White, PE

TITLE: _____

TITLE: Associate

DATE: _____

DATE: 08/17/2017

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

Issue Considered: Request approval of the proposal under the Continuing Engineering Services Contract with Crib Philbeck Weaver Group, Inc., in the amount of \$45,000.00 for technical engineering support during the Pass-A-Grille Way Road Reconstruction Project from 19th Ave to 1st Ave.

Date: October 10, 2017

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: Cribb Philbeck Weaver Group is the design firm of record for this project. During construction it is necessary to approve construction material submittals or deviations, answer technical questions, review pay applications for sufficiency and accuracy, assist in the coordination of grant reports, attend meetings and perform other engineering tasks that may come up. This work is best performed by the engineering firm of record to maintain accuracy of design and sufficiency of work during the construction phase.

Funding: CIP – Pass-a-Grille Ph II (301-8000-590-5650)

Requested Motion: “I move to approve the proposal under the Continuing Engineering Services Contract with Crib Philbeck Weaver Group, Inc., in the amount of \$45,000.00 for technical engineering support during the Pass-A-Grille Way Road Reconstruction Project from 19th Ave to 1st Ave.”

Attachment: Proposal from Cribb Philbeck Weaver Group

**Reviewed by the
City Manager:** 



August 28, 2017

Mr. Mike Clarke
Director of Public Works
155 Corey Avenue
St. Pete Beach, FL 33706

Ref: Pass-A-Grille Way Phase II Construction Administration Assistance

CPWG is please to present the following Task Order proposal under our CCNA Continuing Engineering contract to assist the City in overseeing the construction of Pass-A-Grill Way (PAGW) from 19th south to 1st Street.

Project Description

CPWG will assist the City with overseeing the work of Gibbs and Register Construction to rebuild phase II of PAGW. This includes all roadway, utilities and undergrounding and ancillary work per design plans.

BASE SCOPE OF SERVICES

- 1) Review and response of Contractors request for additional information
- 2) Review and approval of all product submittals
- 3) Review and approval of any substitute products or materials
- 4) Review and approval of any deviation requests from the Contractor to the plans
- 5) Review and approval of pay applications
- 6) Field site visits as required by the Contractor, City of Regulatory Agency
- 7) Assistance with Southwest Florida Stormwater Grant
- 8) Attendance of construction meetings
- 9) Attendance of public meetings (project site, neighborhood or Commission)

Compensation Summary and Terms

This contract is an hourly contract, payable to the Consultant on a monthly basis.

Principal Engineer \$155.00
Project Manager \$135.00
Project Engineer \$115.00
Construction Inspector \$100.00

The “Not to Exceed” fee for this work order is presented in this proposal is Forty-Five Thousand dollars (\$45,000.00).

AT THE READY

3918 N. Highland Ave, Tampa, FL 33603
P: 813-361-2644 F: 813-223-2469

Athletic Complexes

Commercial
Development

Construction
Management

Environmental
Services and Water
Resources

Landscape
Architecture

Land Development

Municipal

Parks and Recreation

Pavement
Management

Planning

Roadway design

Stormwater

Transportation

Utilities



If you have any questions regarding this proposal, we would be pleased to meet with you and review, the scope of services.

Very truly yours,
CPWG, Inc.

Stephen R. Tarte
Principal

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

Issue Considered: Request approval of Change Order #1 in the amount of \$30,400.00 from Alto Construction for construction of the FY17 CIP Street Rehabilitation Program.

Date: October 10, 2017

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The FY17 CIP Street Rehabilitation Program in the amount of \$250,000 was executed in three phases including a piggyback contract for Micro-Surfacing of 11 Streets and a piggyback contract for Reclamite Surfacing treatment for 13 Streets. The streets selected for both treatments required pothole and reclaimed water patches in numerous locations prior to the finishing treatment. As the third phase, the patching was bid out and Alto Construction was selected as the low bidder. There was an increased amount of work required from the original scope of work and the work required to support all the street patching. This Agenda Report requests approval of funding to pay for the increased scope of work. The funding requested is the remaining funding in the FY17 CIP Street Rehabilitation Program of \$13,029 and the transfer of \$17,371 from the FY17 CIP Seawall Repair Program.

Requested Motion: "I move to approve Change Order #1 in the amount of \$30,400.00 from Alto Construction for construction of the FY17 CIP Street Rehabilitation Program."

Attachments: Alto Construction Change Order #1

**Reviewed by
City Manager:** _____ WS



Alto Construction Company, Inc.
 4102 Causeway Boulevard
 Tampa, FL 33619

Invoice

DATE	INVOICE #
7/12/2017	17070-2

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

Contract/PO No.	TERMS		Project No.	
17-02423	Due on receipt		17-070	
DESCRIPTION	QTY	Units	RATE	AMOUNT
Furnish equipment, materials, labor and supervision to complete the following services: St. Pete Beach Asphalt Street Repairs Various St. Pete Beach, FL 33706 CHANGE ORDER #1 Additional Patching	320.9	Sy	94.73	30,400.00
Total				30,400.00

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

Issue Considered: Transmittal Hearing for CPA 02-17 to the Department of Economic Opportunity and required reviewing entities for review and comment.

Date: October 10th, 2017

Prepared By: Jennifer Bryla– Community Development Director

Through: Wayne Saunders – City Manager

Summary of Issue This is the transmittal hearing for an Applicant initiated amendment to the Future Land Use Map of the City’s Comprehensive Plan. The Applicant is requesting an amendment to the Future Land Use Map from Residential/Office/Retail (ROR) to Community Redevelopment Area-Eighth Avenue (CRD-EA) in order facilitate future development. This 14,481 square foot (.33 Acre) parcel has a Residential/Office/Retail (ROR) City and a Retail and Services (R&S) County-wide land use designation. It is adjacent to ROR(R&S) to the south and Pass-a-Grille Way to the east. Should the two lots in joint ownership be combined, the .54 acreage resulting would be greatly suited to redevelopment, and in keeping with the land assembly policies of the Comprehensive Plan.

Once the approval is granted to transmit the item, it will be sent to the Department of Economic Opportunity (DEO) for review as well as several required reviewing agencies to include Pinellas County, Department of Transportation, Department of State, Department of Education, Department of Environmental Protection, Tampa Bay Regional Planning Council and Forward Pinellas. DEO has thirty days to review the changes and provide comments; the item will then be amended accordingly and presented to the City Commission for adoption.

Requested Motion: “I move to authorize the transmittal of CPA 02-17 to the Department Economic Opportunity for interagency review.”

Attachment: Agenda Report
Staff Report
Existing and Proposed Maps
Photographs
Application
Survey
Written comments

**Reviewed by the
City Manager**

WS



St. Pete Beach City Commission

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

10/10/17

CPA #02-17

Applicant/Agent

David Feinberg, Owner/
Applicant

Location

702 Pass-a-Grille Way

Commission

District

District 4

Staff Representative

Jennifer Bryla, AICP

Related Cases

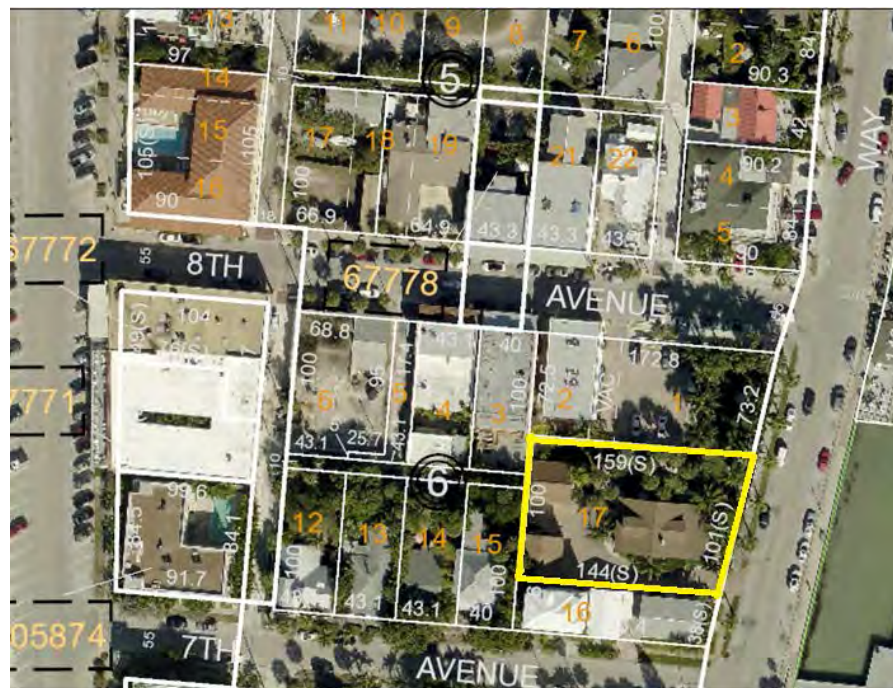
ORD 2017-22

Findings:

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

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

ITEM SUMMARY



The Applicant is requesting an amendment to the Future Land Use Map from Residential/Office/Retail (ROR) to Community Redevelopment Area-Eighth Avenue (CRD-EA) in order facilitate future development. In a related case, the applicant is also requesting a Zoning Map amendment from Residential/Office/Retail with Pass-a-Grille Overlay (ROR-PAG) to Community Redevelopment Area-Eighth Avenue for consistency with the Comprehensive Plan amendment. Should the Comp Plan amendment not move forward, the zoning map change will also not move forward as the two are traveling together.

PUBLIC NOTICE

Notice of public hearing has been advertised as required by State Statutes. As of the time of this report, Staff has received six written comments of support. Oral and written comments may be presented at the public hearing.

TRC Review:

8/2/17

Comments incorporated into analysis.**Planning Board Review:**

9/18/17 recommended

approval 5-0

(Shavlan/Ohlhaber).

City Commission**Review:**

10/10/17 Transmittal

anticipated.

Staff**Recommendation**

Approval as presented.

PROJECT DESCRIPTION / BACKGROUND

This 14,481 square foot (.33 Acre) parcel has a Residential/Office/Retail (ROR) City and a Retail and Services (R&S) County-wide land use designation. It is adjacent to ROR(R&S) to the south and Pass-a-Grille Way to the east. The subject parcel is abutted on the north and west sides by the City Community Redevelopment-Eighth Avenue (CRD-EA) and Countywide Activity Center (AC) land use categories. It is adjacent to another parcel owned by the applicant, 102 Eighth Avenue, which is in the CRD-EA category and is temporarily used for greenspace and parking. Currently, the subject parcel has a single family residence, a detached garage and a second detached garage with an apartment on the second floor. All three structures are considered contributing structures to the District. The applicant intends for the two detached garages to remain on the lot intact. The applicant is in the process of relocating the single family home to another lot in Pass-a-Grille. Should the two lots in joint ownership be combined, the .54 acreage resulting would be greatly suited to redevelopment, and in keeping with the land assembly policies of the Comprehensive Plan.

JUSTIFICATION / TECHNICAL REVIEW**1. Consistency with the City of St. Pete Beach Comprehensive Plan****FUTURE LAND USE ELEMENT****Quality Community- Planning to Stay (General Provisions)**

...

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

Analysis: The proposed Plan amendment is consistent with and will further these provisions by leaving the door to redevelopment open to and supportive of both quality residential living and the tourist-based economy.

GOAL 2:

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

- Maximizing the potential for economic benefit resulting from the tourist trade and the enjoyment of natural and man-made resources by

residents and visitors alike.

- **Minimizing the threat to health, safety, and welfare posed by hazards, nuisances, incompatible land uses, and environmental degradation.**
- **Maintaining the community's recreation, open space and beaches.**

Objective 2.1

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

Policy 2.1.14

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

Analysis: The proposed land use designation will maintain the integrity and quality of life in the Pass-a-Grille neighborhood of the City while encouraging the assembly of a lot of sufficient size to enable quality redevelopment. The mixed use nature of the proposed designation will support redevelopment of residential, commercial and transient accommodation uses.

Objective 2.4

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

Policy 2.4.3

The City shall, while emphasizing residential uses in residential neighborhoods, encourage the creative redevelopment of non-viable properties by allowing for a mixture of compatible residential and non-residential uses within a single development site.

Analysis: The proposed Plan amendment is consistent with and will further these provisions by providing the means through which an orderly and aesthetic mixture of land uses can occur on a single development site.

TRANSPORTATION ELEMENT

GOAL 1:

Provide for a safe, convenient and energy efficient multimodal transportation system shall be available for all residents and visitors to the city, that serves to increase mobility, reduce the incidence of single-occupant vehicles

and efficiently utilize roadway capacity.

Objective 1.1

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

Policy 1.1.1

The City shall review all proposed development or redevelopment for consistency with this element and any potential impacts upon the adopted LOS standards.

Policy 1.1.2

All new development and redevelopment proposals shall be reviewed under the City's Mobility Management System through the application of Transportation Element policies and site plan review processes. Such policies are listed below:

All development projects generating new trips shall be subject to payment of a multimodal impact fee.

- a. Development projects that generate between 51 and 300 new peak hour trips are designated as Tier 1.**
 - i. Developers of Tier 1 projects located within deficient road corridors are required to submit a transportation management plan designed to address their impacts while increasing mobility and reducing the demand for single occupant vehicle travel.**
 - ii. The cost of transportation management strategies implemented for Tier 1 projects are creditable toward their multimodal impact fee assessment. If the cost of the improvement exceeds the assessment, the development project would not be subject to the payment of a multimodal impact fee.**
- b. Development projects that generate more than 300 new peak hour trips are designated as Tier 2.**
 - i. Developers of Tier 2 projects within deficient road corridors are required to conduct a traffic study and submit an accompanying report. The report shall include the results of the traffic study and a transportation management plan identifying improvements necessary to address the impacts of the project.**
 - ii. The cost of transportation management strategies implemented for Tier 2 projects may be applied as credit toward the project's multimodal impact fee assessment or payment of the fee could be included as part of a transportation management plan.**

Policy 1.1.3

The City shall assess new development or redevelopment an

equitable pro rata share of the costs to provide road-way improvements to serve the development or redevelopment, as established by the Pinellas County impact fee schedule.

Analysis: The proposed Plan amendment will be subject to the Multimodal Impact Fee as described above. According to the Countywide Rules, the standard for calculating typical traffic impacts for the current land use category (ROR/R&S) shall be 433 trips per day per acre, and shall be 202 trips per day per acre for the proposed land use category (CRD-EA/AC). Since the subject parcel is 0.33 acres, the proposed designation would result in 76 fewer trips per day than the current designation, thus having a lesser impact on the traffic circulation system than if the site were to redevelop under the current designation.

INFRASTRUCTURE PLAN ELEMENT

GOAL 1:

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

Objective 1.1

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

Policy 1.1.1

Level of service standards shall be:

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

Policy 1.1.3

The City shall maintain formal agreements with Pinellas County to provide potable and reclaimed water, with the City of St. Petersburg to provide sewage treatment, and with a qualified private company to provide solid waste services consistent with the City's adopted levels of service

Policy 1.1.4

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

Policy 1.1.5

The land development regulations and development

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

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

Objective 2.1

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

Policy 2.1.1

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

Policy 2.1.6

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

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

Objective 2.2

Establishment of a level of service for drainage.

Policy 2.2.1

Drainage Level of Service: Drainage facilities shall accommodate the twenty-five (25) year, twenty-four (24) hour storm event. Unless the City provides a community-wide stormwater facility or utility, retention must be on-site and accommodate the greater of (a) the first one-half (1/2) inch of stormwater within the boundaries of the project or (b) the first one (1) inch of storm flow from all roofs, sidewalks, paved surfaces and parking areas. The project must also provide detention for all storm flows. Detention must prevent

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

Policy 2.2.2

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

Policy 2.2.3

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

Policy 2.2.5

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

Analysis: While no project is proposed for this parcel at this time, any project will be subject to the above goals, objectives and policies. Sanitary and stormwater capacity for the City is currently being improved. Solid waste removal will be by a private provider, and potable water, provided through an agreement with Pinellas County, is available to the site. In keeping with the Comprehensive Plan and directive of the City Commission, no development will be permitted on the site without adequate infrastructure in place prior to or concurrent to support such development.

CAPITAL IMPROVEMENTS ELEMENT

GOAL 1:

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

Objective 1.3

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

Policy 1.3.4

The City shall issue development permits only when required capital facilities are present or will be available

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

Policy 1.3.6

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

Measure: Maintenance of Levels of Service

Analysis: Any development arising from the change in land use due to the proposed amendment will be subject to the above objective and policies and adherence to the provisions of the Land Development Code. In keeping with the Comprehensive Plan and directive of the City Commission, no development will be permitted on the site without adequate infrastructure in place prior to or concurrent to support such development

FUTURE LAND USE MAPS

(Information from the Mixed Use Land Use Categories has been consolidated into the following table.)

	ROR	CRD-EA
Use	Residential, Office, Light Commercial	Retail, Restaurant, Transient Lodging, Mixed Use
Residential Density	18	24
Transient Accommodations Density	30	50
FAR	0.40	1.0 Res, 1.5 Mixed
ISR	0.85	0.90

Analysis: As can be seen in the table, under the proposed change in land use category, the residential density could increase by 6 units per acre. Since the subject parcel is 0.33 acres, the increase could be 2 units, or de minimis. The density for transient accommodations could increase by 20 units per acre or 7 units under the proposed change. This potential density is consistent with the goals and objectives and policies of the Comprehensive Plan supporting City as a top tier transient destination.

Should the property develop as a transient accommodation, it must comply with the evacuation provisions of both the Land Development Code and the Comprehensive Plan. As discussed above, it is anticipated that redevelopment under the proposed designation would have a lesser impact on the traffic circulation system than redevelopment under the current designation. No development could proceed without infrastructure capacity adequate to serve the new development being in place prior to or concurrent with the development.

It should also be noted that the floor area ratio (FAR) could increase substantially due to this amendment, from 0.40 to 1.5 under a mixed used scenario. However, a FAR of 1.5 would be in keeping with the FAR, scale and massing of the existing buildings along

Eighth Avenue. The properties on the South side of 8th Avenue have an average FAR of 1.1, the North side of 8th has an average FAR of 0.7 and properties adjacent on Gulf Way have a 1.7 FAR. As such, the increased FAR would be appropriate for redevelopment of the site.

The proposed density is in keeping with the vision and goals expressed by Quality Community-Planning to Stay (General Provisions) as well as Land Use Element Goal 2, Objectives 2. 1 and 2.4 and Policies 2.1.14 and 2.4.3 as discussed above.

2. Compatibility with Adjacent Uses

The subject parcel is currently adjacent to infrastructure (Pass-a-Grille Way) to the east and City designation ROR (Residential/Office/Retail) and Countywide designation R&S (Retail and Services) to the south. To the north and west is the City designation CRD-EA (Community Redevelopment Area-Eighth Avenue) and County-wide designation of AC (Activity Center). Should this request be approved, the adjacent designations would remain the same, and thus maintain their compatibility. In simplest terms, this single-parcel amendment would expand the CRD-EA/AC district and decrease the ROR/R&S district.

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

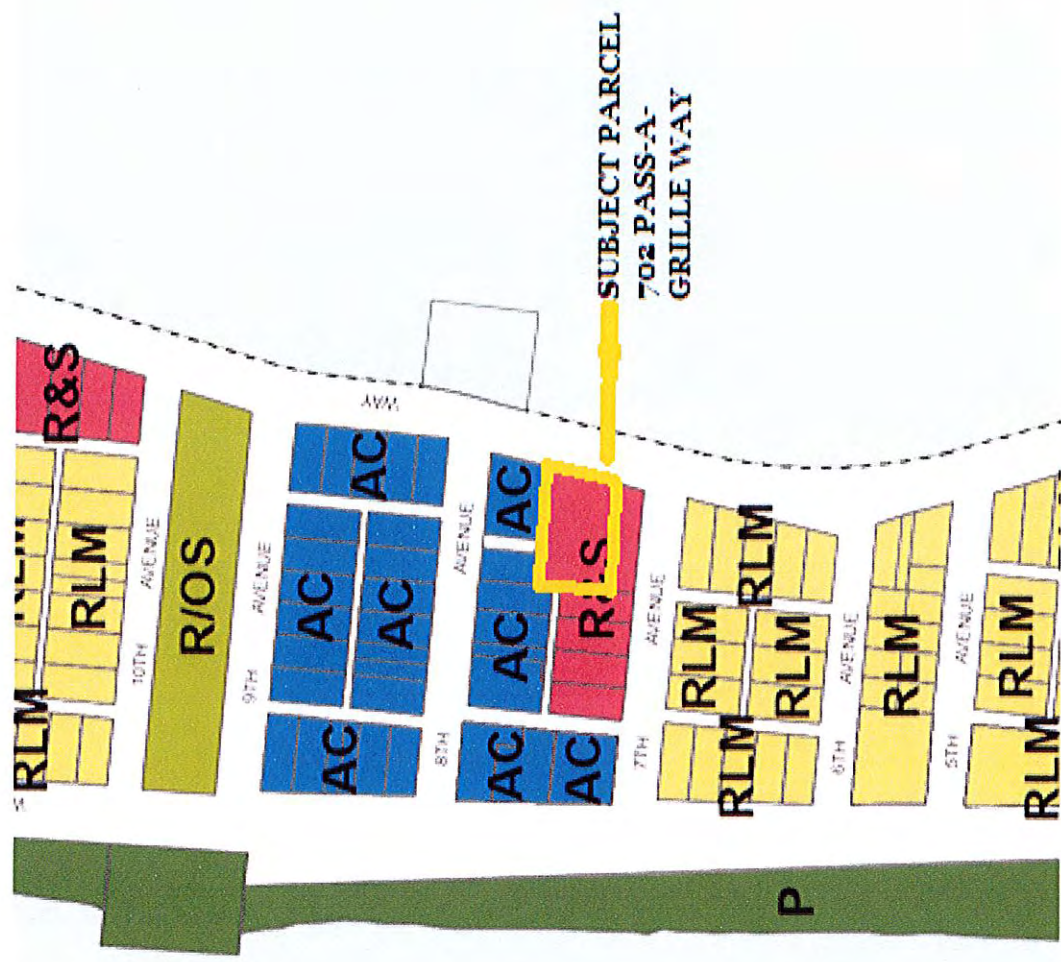
The proposed Comprehensive Plan Amendment application will follow the requirements for comprehensive plan amendments as specified in ss. 163.3174 and ss.163.3184, F.S. The amendment will be heard by the Planning Board, acting as the Local Planning Agency, on September 18, 2017. Their recommendation for transmittal will be presented to the City Commission at their meeting of October 10, 2017. Upon approval by the City Commission, the item will be transmitted to the Florida Department of Economic Opportunity and other reviewing agencies as per state statutes.

PLANNING BOARD

The Planning Board sitting as the Local Planning Agency (LPA) heard the item at their September 18th Public Hearing at which they provided the City Commission a recommendation of approval 5-0 (Shavlan, Ohlhaber). There was one public comment of objection regarding the case during the hearing.

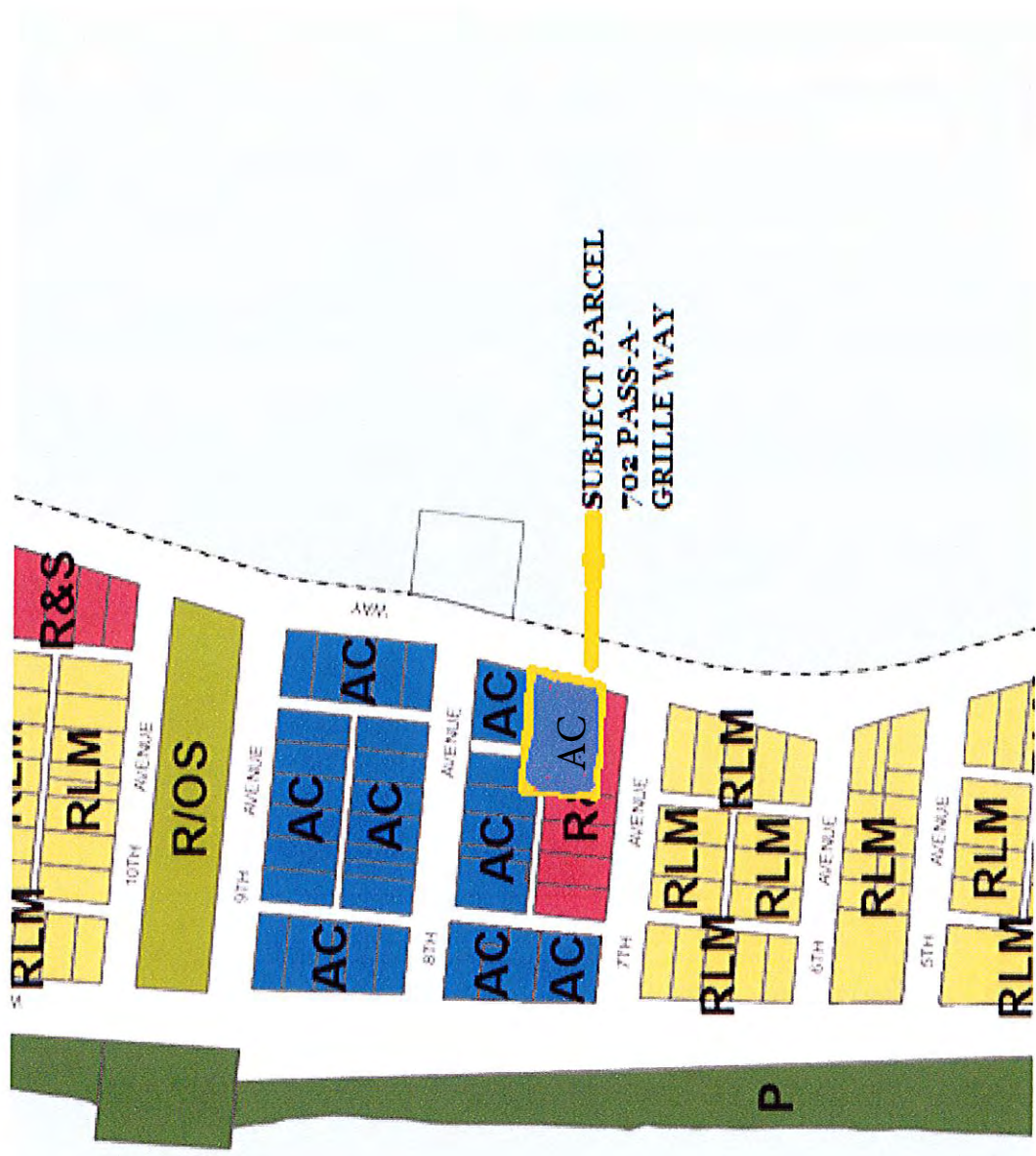
STAFF RECOMMENDATION

Upon review of the Comprehensive Plan, staff is of the opinion that the proposed land use amendment meets the requirements and intent of the Comprehensive Plan. The amendment is also in keeping with generally accepted planning practices in that it does not create a “spot” designation, but allows enough land area in both designations to allow them to fulfill their respective purposes. Based on this analysis, staff is supportive of the change from ROR to CRD-EA and R&S to AC.



FUTURE LAND USE

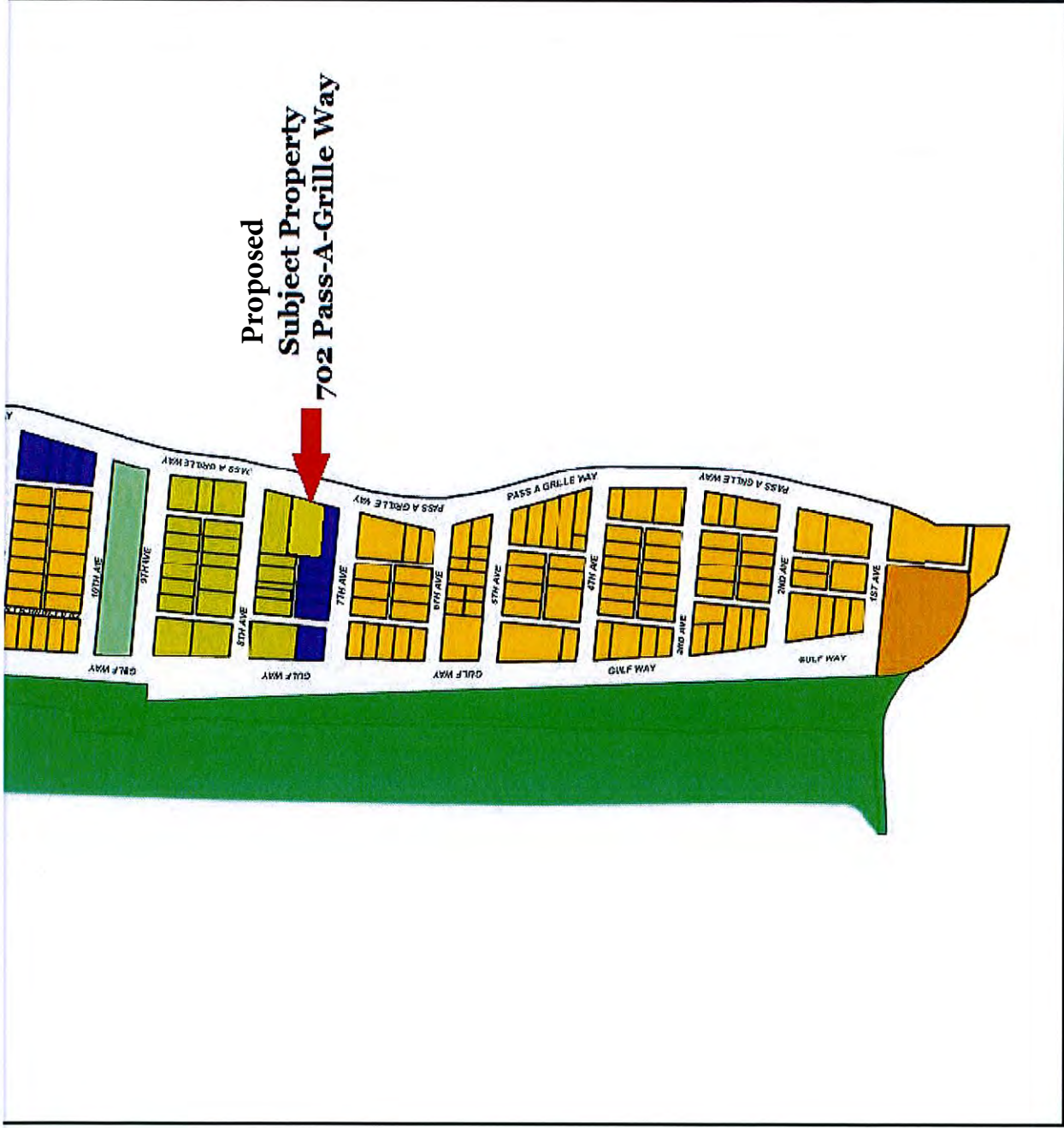
County Wide Plan



PROPOSED FUTURE LAND USE

Countywide Plan





2010 City of St Pete Beach, FL Land Use Map

Land Use Legend

AC	CC-1	CRD-EA	LR	RH	UBV
BHC	CC-2	DCR	P	ROR	TC-1
BR	CG	INS	RFM	ROS	TC-2
				RU	TU

1 inch = 300 feet



702 PASS-A-GRILLE WAY

101 7TH AVENUE



STREET VIEW 101 SEVENTH AVENUE TO LEFT; SUBJECT TO RIGHT.

7/26/2017 12:44



STREET VIEW LOOKING TOWARD SUBJECT PARCEL: PASS-A-GRILLE WAY TO LEFT; EIGHT AVENUE TO RIGHT.

7/26/2017 12:41



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



APPLICATION FOR TEXT/MAP AMENDMENT

(Check appropriate boxes)

☐ Comprehensive Plan Text Amendment
☒ Future Land Use Map Amendment

☐ Land Development Code Text Amendment
☒ Zoning Map Amendment

Case Number: PLN 17-00014

SUBJECT PROPERTY (N/A for text amendments):

Legal Description: LOT 17 BLOCK 6 MOREY BEACH

Address: 702 PASS-A-GRILLE WAY

Parcel ID: 19-32-16-58932-006-0170

Current Zoning Category:	Proposed Zoning Category:	Current Zoning Category:	Proposed Zoning Category:
<u>ROR</u>	<u>CRD-EA</u>	<u>FLUM</u>	<u>FLUM</u>

Lot area: 15,386 SQ FT

APPLICANT:

Name: DAVID AND HELEN FEINBERG

Address: 2701 SUNSET WAY

City: S.P. BEACH State: FL

Zip: 33706 Telephone: 727-643-6007

Email: DAVEFEINBERG@ME.COM

AGENT (must have agent authorization):

Name: _____

Address: _____

City: _____ State: _____

Zip: _____ Telephone: _____

Text to be stricken and/or added (Add additional sheets if necessary):

APPLICATION FEES

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

THE FOLLOWING ITEMS MUST BE INITIALED BY OWNER OR AGENT:

- ✓ I understand that the Planning Board's action is not final. It must be approved by the City Commission.
- ✓ I understand that any person aggrieved by the final decision has the right to file a petition in the Pinellas County Circuit Court within **30 days** after the Commission decision; otherwise, the decision shall be final.
- ✓ I understand that I, as the applicant, or an authorized representative must be present at all scheduled public meetings on the application.

X 
Owner / Agent Signature



7-6-17
Date

**City of St. Pete Beach**

155 COREY AVENUE

ST. PETE BEACH, FL 33706

Telephone: 727.363.9265

Receipt No.: **1057**Receipt Date: **07/06/2017**

RECEIPT

RECORD & PAYER INFORMATION

Record ID: PLN17-00014
Record Type: Rezoning
Property Address: 702 - 0 PASS A GRILLE WAY, ST PETE BEACH, FL 33706
Description of Work: Future Land Use Map Change & Rezoning of 702 Pass-A-Grille Way from current "ROR" future land use category and "ROR/PAG" zoning district to proposed "CRD-EA" future land use category and zoning district.
Payer: Sea Biscuit Properties LLC
Applicant: FEINBERG HELEN HOUGH
702 PASS A GRILLE WAY
ST PETE BEACH, FL 33706-4335

PAYMENT DETAIL

Date	Payment Method	Reference	Cashier	Comments	Amount
07/06/2017	Check	4234	MLARIMORE		\$2,500.00

FEE DETAIL

Fee Description	Invoice #	Quantity	Fee Amount	Current Paid
Comprehensive Plan Amendment - Not in CF	910	2,500.00	\$2,500.00	\$2,500.00
			\$2,500.00	\$2,500.00

Mike Larimore

From: Mike Larimore
Sent: Monday, July 10, 2017 7:54 AM
To: 'Maurice Feinberg'
Subject: RE: 702 zoning

Mr. Feinberg,

Yes, the application has both your name and your wife's as the applicant. The receipt provided was generated through our internal permit system that simply listed your wife as a property owner. I will redline the application to have just your name as the applicant, as requested.

If you have any other questions or concerns, please let me know.

Best,
Mike Larimore
Zoning Tech II
City of St. Pete Beach
727-363-9253



-----Original Message-----

From: Maurice Feinberg [<mailto:davefeinberg@me.com>]
Sent: Saturday, July 08, 2017 7:19 AM
To: Mike Larimore
Subject: 702 zoning

Hi Mike this is Dave Feinberg. Our application for 702 refining should have my name as a applicant instead of my wife.

I think Jennifer said there were more questions for me to answer before the committee meets.

Please let me know I will do that ASAP :)

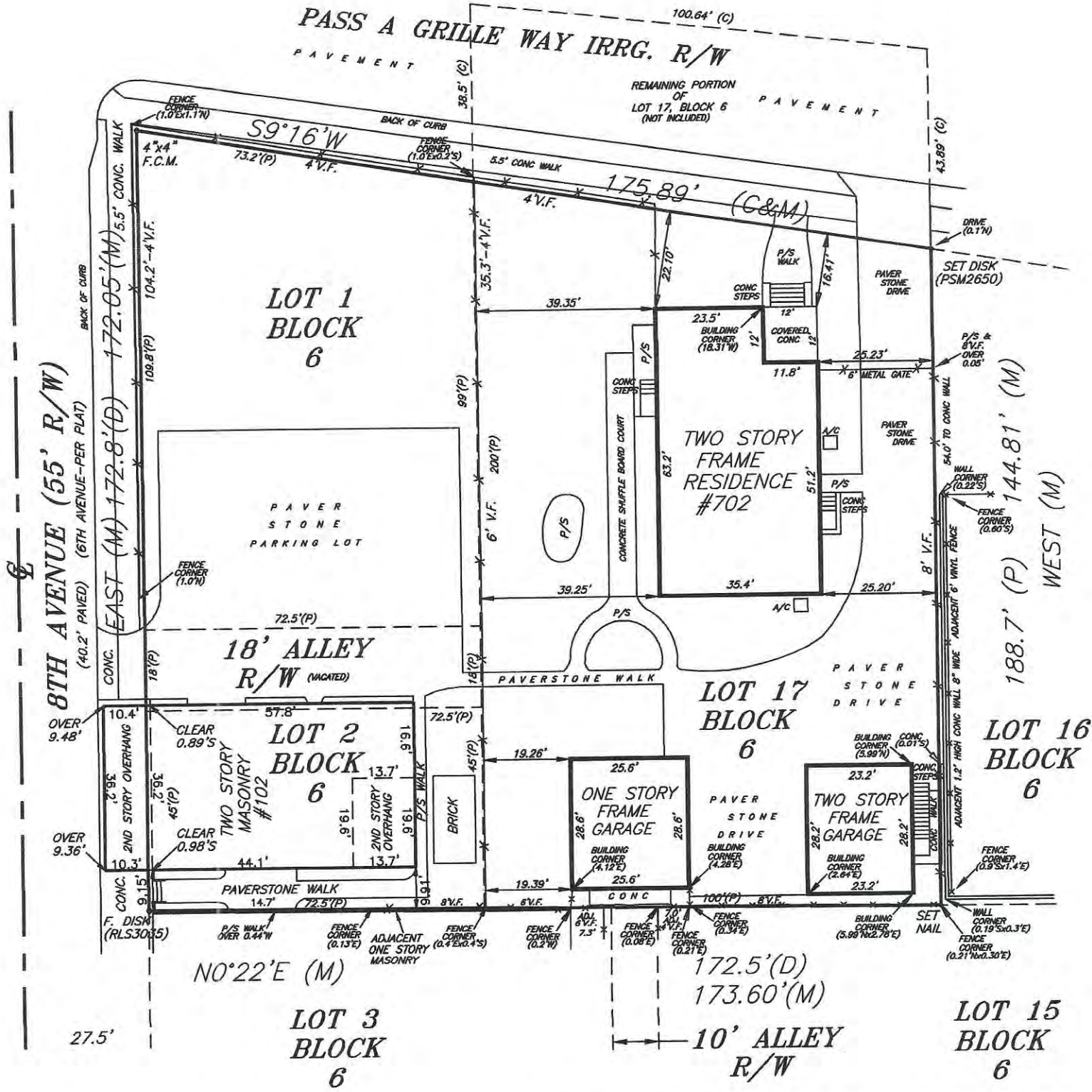
Thankyou so much. Dave Feinberg

Sent from my iPhone

PASS A GRILLE CHANNEL



PASS A GRILLE WAY IRRG. R/W
PAVEMENT



A BOUNDARY SURVEY OF LOTS 1, 2 AND 17, BLOCK 6, MOREY BEACH, AS RECORDED IN PLAT BOOK 1, PAGE 102, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART; TOGETHER WITH THE VACATED ALLEY LYING BETWEEN SAID LOTS 1 AND 2.

JOB NUMBER: MMXVII300B TELEPHONE: (727) 360-0636 DATE OF FIELD SURVEY: 7/12/17 SCALE: 1 INCH = 30 FEET DRAWN BY: DLP	DAVID C. HARNER PROFESSIONAL LAND SURVEYOR 9925 GULF BOULEVARD TREASURE ISLAND, FL. 33706 SECTION 19 TOWNSHIP 32 SOUTH RANGE 16 EAST	FLOOD ZONE: "AE" FLOOD MAP DATE: 9/03/03 COMMUNITY NUMBER: 125149 PANEL NUMBER: 0286 G CHECKED BY: DCH
CERTIFIED TO: DAVID FEINBERG		
I HEREBY CERTIFY TO THE HEREON NAMED PARTY OR PARTIES, AND ONLY TO THOSE NAMED HEREON, THAT THE BOUNDARY SURVEY REPRESENTED HEREON MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO FLORIDA STATUTE 472.027.		
NOTES: UNDERGROUND FOUNDATIONS AND/OR IMPROVEMENTS, IF ANY, ARE NOT SHOWN. OTHER EASEMENTS AFFECTING THIS PROPERTY MAY EXIST IN THE PUBLIC RECORDS OF THIS COUNTY. ONLY THOSE EASEMENTS KNOWN TO ME OR SUPPLIED TO ME BY THE HEREON NAMED PARTY OR PARTIES ARE DEPICTED HEREON.		
LEGEND: A=ARC LENGTH ADJ=ADJACENT B.C.=BACK OF CURB C.=CHORD LENGTH C=CALC C.L.F.=CHAINLINK FENCE CONC=CONCRETE M.H.=MANHOLE C/C=COVERED CONC CL=CENTERLINE E.P.=EDGE OF PAVEMENT EL=ELEVATION F/F=FINISHED FLOOR F.I.P.=FOUND IRON PIPE S.I.R.=SET IRON ROD 5/8" WITH CAP #2650 F.I.R.=FOUND IRON ROD F.C.M.=FOUND CONCRETE MONUMENT M=MEASURED M.S.=METAL SHED P/S=PAVERSTONE D=DEED R=RECORD W/W=WING WALL W.F.=WOOD FENCE DR.=DRAINAGE UT.=UTILITY EASE=EASEMENT B.M.=BENCHMARK P.I.=POINT OF INTERSECTION P.R.M.=PERMANENT REFERENCE MONUMENT P=PLAT V.F.=VINYL FENCE		
7/13/17 DAVID C. HARNER P.L.S. REGISTRATION NUMBER 2650		
"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER"		

Jennifer Bryla

From: kcurry@rrsells.com
Sent: Monday, September 18, 2017 12:49 PM
To: Jennifer Bryla
Cc: Mary Curry
Subject: 702 Pass a Grille Way

Jennifer,

I wanted to let you know that I am in favor of the changes that Mr. David Feinberg is asking for at 702 Pass a Grille Way. I have a business on 8th Avenue and have resided at 1003 Gulf Way for 21 years. Mr. Feinberg has always had the best interest of the community.

Regards,

Kate Curry

Kate Curry

Realty Resources

102 8th Avenue

St.Pete Beach, FL 33706

727-215-3321

kcurry@rrsells.com

Jennifer Bryla

From: Suzie Jacques <stalbalan@gmail.com>
Sent: Monday, September 18, 2017 12:07 PM
To: Jennifer Bryla; lictondesign@version.net
Subject: Mr. Dave Feinberg's re-zoning request

J. Bryla,

This is to inform you that I have no objection to Mr. Feinberg's request to re-zone his property on 8th Avenue and Pass-A-Grille Way.

Sincerely,

Alan L. Stalb
103 7th Avenue
Pass-A Grille Way

Sent from my iPad

Jennifer Bryla

From: guy yovan <brobroyo@hotmail.com>
Sent: Monday, September 18, 2017 1:05 PM
To: Jennifer Bryla
Subject: rezoning 702PAG Way

Good afternoon Jennifer,

My name is Guy Yovan and I am a homeowner at 102 25th avenue in Passe a Grille. I wanted to relay to you that I am 'In favor' of the proposed rezoning of 702 Passe a Grille way. Thank you for your time.

Guy L. Yovan

Jennifer Bryla

From: Harry Metz <hmetz@tampabay.rr.com>
Sent: Monday, September 18, 2017 1:41 PM
To: Jennifer Bryla
Cc: Rebecca Haynes
Subject: 701 PAG Way

Ms. Bryla,

I am in favor of the 701 PAG Way changes to support Mr. Feinberg request to change to the area's Comp. Plan Amendment and Zoning change.

I have lived in PAG for over 70 years and believe the changes would benefit the residents and the area as a whole. Thank you for your time and effort in this project.

Harry Metz

Jennifer Bryla

From: eileen s guenther <rfp@flabids.net>
Sent: Monday, September 18, 2017 2:07 PM
To: Jennifer Bryla
Subject: 702 Passagrille Way - zoning

Good afternoon, Ms. Bryla. Please accept this email as support to allow the requested change to zoning for the property located at 702 Passagrille Way. The zoning change requested is appropriate for that immediate area of shops, hotels, restaurants and apartments. My only concern, as we continue to develop 8th and 9th Avenues, is parking on 10th Avenue remain D permitted for the residents and Passagrille Park remain a green space. Thank you for your consideration.

Eileen Guenther
111 10th Avenue
St. Pete Beach, FL 33706

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

Issue Considered: Approval of Mutual Consent Agreement with the IAFF – Local 4966 specifying the use of state premium tax monies

Date: October 10, 2017

Prepared By: Colette Graston, Human Resources Administrator

Through: Wayne Saunders, City Manager

Summary of Issue: During negotiation with the International Association of Firefighters', Local 4966 there was a mutual agreement that the current excess state reserve monies would be used to offset the cost of the recently approved retirement benefits and future monies would be applied to reduce the City's annual contribution requirement.

Funding: N/A

Requested Motion: "I move to approve the Mutual Consent Agreement with the IAFF – Local 4966."

Attachments: Mutual Consent Agreement

Reviewed by the City Manager: *WS*

MUTUAL CONSENT AGREEMENT

The City of St. Pete Beach and the International Association of Firefighters - Local 4966, mutually consent that current funds in the Excess State Monies Reserve shall be used to offset the cost of benefit improvements which have been agreed upon by the parties and all future available State Premium Tax Monies in excess of the base amount shall be applied to reduce the City's annual contribution requirement.

CITY OF ST. PETE BEACH

By: _____

Date _____

**INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS - LOCAL 4966**


By: Winthrop Newton

Date

August 10, 2017

St. Pete Beach City Commission Agenda Report

Issue Considered: Approval of Ordinance 2017-16, Final Reading, amending the Firefighters' Retirement System

Date: October 10, 2017

Prepared By: Colette Graston, Human Resources Administrator

Through: Wayne Saunders, City Manager

Summary of Issue: Ordinance 2017-16 incorporates changes in accordance with the Internal Revenue Code; and changes agreed to during negotiation with the International Association of Firefighters', Local 4966 to meet State Statute Chapter 175 minimums and provide enhanced benefits to the Firefighters' Retirement System.

The attached Memorandum of Understanding outlines the specific changes from negotiations. The following is a summary of some of the changes:

- Normal Retirement eligibility age will change from age 60 with 10 of credited service or 30 years of credited service regardless of age to age 55 with 10 years of credited service, or age 52 with 25 years of credited service, or 30 years of credited service regardless of age
- Retirement benefit amount will change from 1.25% to 3.4% per year of credited service retroactive to 1-1-2013. **City funds 2.25% @ a 4.0% employee contributions; employees will fund additional multiplier up to 3.4%**
- Compensation for credited service will change from reportable salary on the W2 form; to be calculated on total W-2 earnings plus up to 300 hours overtime with fixed monthly remuneration continuing during the member's lifetime, ceasing upon death, but with 120 monthly payments guaranteed (**employee funded**)
- Currently there is no early retirement benefit, this ordinance will provide for early retirement at 50 years of age with 10 years of credited service; reduced 3%

for each year member's age at retirement is under member's normal retirement age.

- Currently there is no annual cost of living adjustment (COLA) this ordinance provides for an increase of 3% of the previous year's benefit amount, commencing on the first October 1 following 7 complete years of receiving retirement income payments. **(employee funded)**
- Currently the employee contribution to the plan is 3% of pay and will change to 4%, plus the actuary calculation to fund enhanced benefits which is 12.4% until September 30, 2017.

The cost for benefits exceeding the Chapter 175 minimums will be funded from an increase in the employees' contribution and will be determined by the actuary annually.

The annual cost impact to the city of the proposed changes is \$110,523.00. The current defined contribution (DC) plan, which has a matching provision, will be eliminated. The current budgeted amount for the match is \$83,347.00, creating a net impact of \$27,176.

Funding:

Fire Suppression, Retirement: 001-5801-522-5220
Fire-EMS, Retirement: 001-5802-522-5220

Requested Motion:

"I move to approve Ordinance 2017-16 on final reading."

Attachments:

Ordinance 2017-16
Memorandum of Understanding
Mutual Consent Agreement Memo

**Reviewed by the
City Manager:**

WS

Ordinance 2017-16

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, AMENDING CHAPTER 66, PENSIONS AND RETIREMENT, ARTICLE IV FIREFIGHTERS' RETIREMENT SYSTEM, DIVISION 1, GENERALLY AND DIVISION 3, BENEFITS, OF THE CODE OF ORDINANCES OF THE CITY OF ST. PETE BEACH; AMENDING SECTION 66-251 DEFINITIONS, BY AMENDING THE DEFINITIONS OF "ACTUARIAL EQUIVALENT", "CREDITED SERVICE", "FIREFIGHTER", "SALARY" AND "SPOUSE"; AMENDING SECTION 66-252, BENEFIT FREEZE AND MAXIMUM BENEFIT; AMENDING SECTION 66-253, MEMBERSHIP; AMENDING SECTION 66-254, CONTRIBUTIONS; AMENDING SECTION 66-326, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 66-328, DISABILITY; AMENDING SECTION 66-331, MAXIMUM PENSION; AMENDING SECTION 66-335, DEFERRED RETIREMENT OPTION PLAN; AMENDING SECTION 66-337, PRIOR FIRE SERVICE; AMENDING SECTION 66-339, BENEFITS EFFECTIVE JANUARY 1, 2013; ADDING SECTION 66-339.1, SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS; CHAPTER 175 SHARE ACCOUNTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH, TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. That Chapter 66, Article IV Firefighters' Retirement System, Division 1 Generally, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-251 Definitions, by amending the definitions of *Actuarial Equivalent*, *Credited Service*, *Firefighter*, *Salary* and *Spouse*, to read as follows:

* * *

Actuarial equivalent means a benefit or amount of equal value, based upon the RP 2000 Combined Healthy Unisex Mortality Table and an interest rate equal to the investment return assumption set forth in the last actuarial valuation report approved by the board. This definition may only be amended by the city pursuant to the recommendation of the board using the assumptions adopted by the board with the advice of the plan's actuary, such that actuarial assumptions are not subject to city discretion.

* * *

Credited service means the total number of years and fractional parts of years of service as a firefighter with member contributions, when required, omitting intervening years or fractional parts of years when such member was not employed by the city as a firefighter. A

member may voluntarily leave his accumulated contributions in the fund for a period of five years after leaving the employ of the fire department pending the possibility of being reemployed as a firefighter, and without losing credit for the time that he was a member of the system. If a vested member leaves the employ of the fire department his accumulated contributions will be returned only upon his written request. If a member who is not vested is not reemployed as a firefighter with the fire department within five years, his accumulated contributions, if \$1,000.00 or less, shall be returned. If a member who is not vested is not reemployed within five years, his accumulated contributions, if more than \$1,000.00, will be returned only upon the written request of the member and upon completion of a written election to receive a cash lump sum or to rollover the lump sum amount on forms designated by the board. Upon return of a member's accumulated contributions, all of his rights and benefits under the system are forfeited and terminated. Upon any reemployment, a firefighter shall not receive credit for the years and fractional parts of years of service for which he has withdrawn his accumulated contributions from the fund, unless the firefighter repays into the fund the contributions he has withdrawn, with interest, as determined by the board, within 90 days after his reemployment.

The years or fractional parts of a year that a member performs "Qualified Military Service" consisting of voluntary or involuntary "service in the uniformed services" as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) (P.L.103-353) after separation from employment as a firefighter with the city to perform training or service, shall be added to his years of credited service for all purposes, including vesting, provided that:

- (1) The member is entitled to reemployment under the provisions of USERRA.
- (2) The member returns to his employment as a firefighter within one year from the earlier of the date of his military discharge or his release from active service unless otherwise required by USERRA.
- (3) The maximum credit for military service pursuant to this paragraph shall be five years.
- (4) This paragraph is intended to satisfy the minimum requirements of USERRA. To the extent that this paragraph does not meet the minimum standards of USERRA, as it may be amended from time to time, the minimum standards shall apply.

In the event a member dies on or after January 1, 2007, while performing USERRA Qualified Military Service, the beneficiaries of the member are entitled to any benefits (other than benefit accruals relating to the period of qualified military service) as if the member had resumed employment and then died while employed.

Beginning January 1, 2009, to the extent required by section 414(u)(12) of the code, an individual receiving differential wage payments (as defined under section 3401(h)(2) of the code) from an employer shall be treated as employed by that employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under section 415(c) of the code. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

Leave conversions of unused accrued paid time off shall not be permitted to be applied toward the accrual of credited service either during each plan year of a member's employment with the city or in the plan year in which the member terminates employment.

* * *

Firefighter means an actively employed full time person employed by the city, including his initial probationary employment period, who is certified as a firefighter as a condition of employment in accordance with F.S. § 633.408 and whose duty it is to extinguish fires, to protect life and to protect property. The term includes all certified, supervisory, and command personnel whose duties include, in whole or in part, the supervision, training, guidance, and management responsibilities of full-time firefighters, part-time firefighters, or auxiliary firefighters but does not include part-time firefighters or auxiliary firefighters.

* * *

Salary for credited service prior to January 1, 2013 shall mean the total compensation for services rendered to the city as a firefighter reportable on the member's W-2 form, excluding single sum payments of accrued sick leave and vacation pay, plus all tax deferred, tax sheltered or tax exempt items of income derived from elective employee payroll deductions or salary reductions. Salary for credited service beginning January 1, 2013 and ending on the day prior to the effective date of this ordinance shall be defined in accordance with the provisions of section 66-339 of this chapter. Salary for credited service on or after the effective date of this ordinance shall mean the total compensation for services rendered to the city as a firefighter reportable on the member's W-2 form, excluding single sum payments of accrued sick leave and vacation pay and excluding overtime that exceeds 300 hours per fiscal year (over and above the regularly scheduled FSLA overtime), plus all tax deferred, tax sheltered or tax exempt items of income derived from elective employee payroll deductions or salary reductions.

Compensation in excess of the limitations set forth in Code Section 401(a)(17) as of the first day of the plan year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any plan year beginning on or after January 1, 2002, may not exceed \$200,000.00, as adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B). Compensation means compensation during the fiscal year. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12. If the compensation for any prior determination period is taken into account in determining a member's contributions or benefits for the current plan year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a member before the first plan year beginning after December 31, 1995.

* * *

Spouse means the member's or retiree's spouse under applicable law at the time benefits become payable.

* * *

SECTION 2. That Chapter 66, Article IV Firefighters' Retirement System, Division 1 Generally, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-252 Benefit freeze and maximum benefit, to read as follows:

Sec. 66-252. - Benefit freeze and maximum benefit.

(a) Notwithstanding any other provision of the system, the accrued benefits of all active members shall be frozen on December 31, 2012, and such members shall accrue benefits in accordance with section 66-339 for service between January 1, 2013 and the day prior to the effective date of this ordinance. Such members shall be eligible to receive their frozen accrued benefit with no reduction upon termination of employment and attaining age 55 or upon completion of 25 years of credited service. Such members who attain age 50 with ten years of credited service, or 20 years of credited service regardless of age, shall be eligible to receive their frozen accrued benefit reduced by three percent for each year prior to the member's earliest applicable normal retirement date.

(b) The benefits of members who are employed and not participating in the DROP on December 31, 2012 shall be payable in two parts:

- (1) the frozen accrued benefit based credited service, average final compensation and the provisions of the system in effect on December 31, 2012; and
- (2) the benefit based on credited service, average final compensation and the provisions of the system in effect on and after January 1, 2013.

(c) Effective January 1, 2013 and ending on the day prior to the adoption of this ordinance, the maximum combined benefit under the system shall be 75 percent of average final compensation. Provided, if a member's accrued benefit as of January 1, 2013 is 75 percent or more of average final compensation, the benefit percentage may not be reduced. Beginning on the effective date of this ordinance, the maximum combined benefit under the system shall be 100 percent of average final compensation.

(d) Notwithstanding any other provision of the system, the benefits of members who have attained age 55 or 25 years of credited service as of December 31, 2012 shall not be frozen, and such members shall continue to accrue benefits in accordance with the provisions of the system in effect on December 31, 2012 for as long as they are employed in a position covered by the system.

SECTION 3. That Chapter 66, Article IV Firefighters' Retirement System, Division 1 Generally, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-253 Membership amending subsection (a) *Conditions of eligibility*, to read as follows:

(a) *Conditions of eligibility.* All firefighters as of July 16, 1991 and all future firefighters shall become members of the firefighters' retirement system as a condition of employment, except that if, a new employee who is hired as fire chief has entered into an agreement with the city wherein he shall be permitted to participate in a pension plan other than the one provided in this article, he shall be entitled to waive participation in this plan. Current employees of the city who are selected to become fire chief are not eligible for the opt-out provided for herein. In order to waive such participation, the fire chief shall notify the city manager and the board of trustees, in writing, of his decision to waive such participation. The waiver shall be kept by the city clerk with a duplicate original copy maintained in the personnel file of the fire chief. Thereafter, contributions to the plan in accordance with sections 66-254 or 66-339 shall not be required, he shall not be eligible to be elected as a member trustee on the board or vote for a member trustee, and he shall not be eligible for any other benefits from the plan.

* * *

SECTION 4. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-254 Contributions amending subsection (a) *Member contributions*, (1) *Amount*, to read as follows:

(a) *Member contributions.* Contributions to the system shall be subject to the following:

- (1) *Amount.* Each member of the system who has attained age 55 or 25 years of credited service on December 31, 2012 shall be required to make regular contributions to the fund in the amount of 10.3 percent of his salary. Members who are employed on December 31, 2012 but have not attained age 55 or 25 years of credited service on that date, and members hired on or after January 1, 2013, shall be required to make contributions to the fund in accordance with section 66-339 of this chapter until the effective date of this ordinance. Member contributions for the period from the effective date of this ordinance through September 30, 2017, shall be 12.4 percent of his salary. Member contributions for each fiscal year after that date, shall be determined by the actuary and shall equal 4 percent of salary plus an amount that reflects the annual cost of the following benefit improvements, determined as of prior valuation date: (1) an increase in the benefit accrual rate for service after January 1, 2013 from 2.25 percent to 3.4 percent, (2) the change to the definition of salary effective with the effective date of this ordinance described in Section 66-251, Definitions, and (3) the 3 percent automatic COLA commencing seven years after retirement on benefits accrued on or after January 1, 2013.

Member contributions withheld by the city on behalf of the member shall be deposited with the board of trustees immediately after each pay period. The contributions made by each member to the fund shall be designated as employer contributions pursuant to Section 414(h) of the Code. Such designation is contingent upon the contributions being excluded from the member's gross income for federal income tax purposes. For all other purposes of the system, such contributions shall be considered to be member contributions.

* * *

SECTION 5. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-326 Benefit amounts and eligibility amending subsection (a) *Normal retirement date*, to read as follows:

Sec. 66-326. - Benefit amounts and eligibility.

(a) *Normal retirement age and date.* A member's normal retirement age is the earlier of the attainment of age 55 regardless of years of credited service or the completion of 25 years of credited service regardless of age for members who retired, entered the DROP or terminated employment with the right to a deferred vested benefit prior to January 1, 2013, and members who are employed on December 31, 2012 and have attained age 55 or 25 years of credited service on that date. Each member shall become 100 percent vested in his accrued benefit at normal retirement age. A member's normal retirement date shall be the first day of the month

coincident with or next following the date the member retires from the city after attaining normal retirement age.

Normal retirement under the system is retirement from employment with the city on or after the normal retirement date. The normal retirement date for members who are employed on December 31, 2012 but have not attained age 55 or 25 years of credited service on that date, and members hired on or after January 1, 2013, shall be as provided in section 66-339 of this chapter; provided, members who are employed on December 31, 2012 but have not attained age 55 or 25 years of credited service on that date shall be eligible to receive their frozen accrued benefit through December 31, 2012 upon attaining age 55 or 25 years of credited service, and terminating city employment.

(b) *Normal retirement benefit.* A member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his retirement and which shall be continued thereafter during the member's lifetime, ceasing upon death, but with 120 monthly payments guaranteed in any event. The monthly retirement benefit for credited service earned prior to January 1, 2013 shall equal 3.4 percent of average final compensation, for each year of credited service. The normal retirement benefit for credited service on and after January 1, 2013 shall be as provided in section 66-339 of this chapter. Notwithstanding any other provision of this subsection, the normal retirement benefit of a member who is employed on December 31, 2012 and has attained age 55 or 25 years of credited service on that date shall equal 3.4 percent of average final compensation for all years of credited service.

(c) *Early retirement date.* A member may retire on his early retirement date which shall be the first day of any month coincident with or next following the attainment of age 50 and the completion of ten years of credited service or the completion of 20 years of credited service regardless of age. Early retirement under the plan is retirement from employment with the city on or after the early retirement date and prior to the normal retirement date. Members who are employed on December 31, 2012 but have not attained age 55 or 25 years of credited service on that date shall be eligible to receive their frozen accrued benefit through December 31, 2012 with the three percent reduction provided in subsection (d)(2) below, upon attaining age 50 with 10 years of credited service or 20 years of credited service regardless of age, and terminating city employment. For members terminating employment on or after the effective date of this ordinance, the early retirement date will be the later of age 50 and the completion of 10 years of credited service.

(d) *Early retirement benefit.* A member retiring hereunder on his early date may receive either a deferred or an immediate monthly retirement benefit payable for life as follows:

- (1) A deferred monthly retirement benefit which shall commence on what would have been his normal retirement date had he remained a firefighter for those members terminating employment prior to January 1, 2013, and age 55 for those members terminating employment on or after the effective date of this ordinance, and shall be continued on the first day of each month thereafter. The amount of each such deferred monthly retirement benefit shall be determined in the same manner as for retirement as his normal retirement date except that credited service and average final compensation shall be determined as of his early retirement date; or
- (2) An immediate monthly retirement benefit which shall commence on his early retirement date and shall be continued on the first day of each month thereafter. The benefit payable shall be as determined in subsection (d)(1) of this section,

reduced by three percent for each year by which the commencement of benefits precedes the date which would have been the member's normal retirement date had he continued employment as a firefighter for those members terminating employment prior to January 1, 2013, and age 55 for those members terminating employment on or after the effective date of this ordinance.

(e) *Cost-of-living adjustment.* The monthly amount payable based on credited service prior to January 1, 2013 for any member who terminated prior to the effective date of this ordinance, or the entire benefit for those retirees who terminate employment after the effective date of this ordinance to any retiree, including current retirees, and his joint pensioner or beneficiary, if applicable, who retires on or after such member's normal or early retirement date, not including terminated vested persons or disability retirees, shall be subject to an annual cost-of-living adjustment commencing on the first October 1 following seven complete years of receiving retirement income payments. The cost-of-living adjustment shall be three percent of the previous years' benefit amount. For those retirees who terminate employment between January 1, 2013 and the effective date of this ordinance, there shall be no cost of living adjustment applied to benefits based on credited service on or after January 1, 2013; provided, members who are employed on December 31, 2012 and have attained age 55 or 25 years of credited service on that date shall continue to be eligible for the cost of living adjustment provided in this subsection applied to benefits based on all periods of credited service.

(f) *Required distribution date.* The member's benefit under this section must begin to be distributed to the member no later than April 1 of the calendar year following the later of the calendar year in which the member attains age 70½ or the calendar year in which the member terminates employment with the city.

SECTION 6. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-328 Disability amending subsections (a) *Disability benefits in line of duty* and (c) *Disability benefits not in line of duty*, to read as follows:

(a) *Disability benefits in line of duty.* Any member of the firefighters' retirement system who shall become totally and permanently disabled to the extent that he is unable, because of a medically determinable physical or mental impairment, to render useful and efficient service as a firefighter, which disability was directly caused by the performance of his duty as a firefighter, shall, upon establishing the disability to the satisfaction of the board, be entitled to a monthly pension determined as for normal retirement, taking into account his average final compensation and years of credited service at the date of disability, but in any event the minimum amount paid to the member shall be 42 percent of the average final compensation of the member. Terminated persons, either vested or non-vested, are not eligible for disability benefits. Notwithstanding the previous sentence, if a Member is terminated by the City for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the Board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the Board otherwise determines that he is totally and permanently disabled as provided for above.

* * *

(c) *Disability benefits not in line of duty.* Any member with ten years or more credited service who shall become totally and permanently disabled to the extent that he is unable, because of a medically determinable physical or mental impairment, to render useful and efficient service as a firefighter, which disability is not directly caused by the performance of his

duties as a firefighter, shall, upon establishing the disability to the satisfaction of the board, be entitled to a monthly pension determined as for normal retirement taking into account his average final compensation and years of credited service at the date of disability. Terminated persons, either vested or nonvested, are not eligible for disability benefits. Notwithstanding the previous sentence, if a Member is terminated by the City for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the Board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the Board otherwise determines that he is totally and permanently disabled as provided for above.

* * *

SECTION 7. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-331 Maximum Pension, to read as follows:

* * *

(f) *Less than Ten (10) Years of Participation.* The maximum retirement benefits payable under this section to any member who has completed less than ten (10) years of participation shall be the amount determined under subsection (a) of this section multiplied by a fraction, the numerator of which is the number of the member's participation and the denominator of which is ten (10). The reduction provided by this subsection cannot reduce the maximum benefit below 10% of the limit determined without regard to this subsection. The reduction provided for in this subsection shall not be applicable to pre-retirement disability benefits paid pursuant to Sec. 66-328 or pre-retirement death benefits paid pursuant to Sec. 66-327.

* * *

(l) *Additional Limitation on Pension Benefits.* Notwithstanding anything herein to the contrary:

* * *

- (2) No member of the system shall be allowed to receive a retirement benefit or pension which is in part or in whole based upon any service with respect to which the member is already receiving, or will receive in the future, a retirement benefit or pension from a different employer's retirement system or plan. This restriction does not apply to social security benefits or federal benefits under Chapter 1223, Title 10, U.S. Code.

(m) *Effect of direct rollover on 415(b) limit.* If the plan accepts a direct rollover of an employee's or former employee's benefit from a defined contribution plan qualified under Code Section 401(a) which is maintained by the employer, any annuity resulting from the rollover amount that is determined using a more favorable actuarial basis than required under Code Section 417(e) shall be included in the annual benefit for purposes of the limit under Code Section 415(b).

SECTION 8. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-335, Deferred retirement option plan, to read as follows:

Sec. 66-335. - Deferred retirement option plan.

- (a) *Definitions.* As used in this section 66-335, the following definitions apply:
 - (1) *DROP* means the City of St. Pete Beach Firefighters' Deferred Retirement Option Plan.
 - (2) *DROP account* means the account established for each DROP participant under subsection (c) of this section.
 - (3) *"Total return of the assets"* -- For purposes of calculating earnings on a member's DROP account pursuant to subsection (c)(2)b.2., for each fiscal year quarter, the percentage increase (or decrease) in the interest and dividends earned on investments, including realized and unrealized gains (or losses), of the total Plan assets.
- (b) *Participation.*
 - (1) *Eligibility to participate.* In lieu of terminating his employment as a firefighter, any member who is eligible for normal retirement under subsection 66-326(a) of this division, of the system may, prior to January 1, 2013, elect to defer receipt of such service retirement pension and to participate in the DROP. Notwithstanding any other provision of this section, the DROP shall be closed to new participants effective January 1, 2013, and no member may enter the DROP on or after that date; provided, a member who is employed on December 31, 2012 and has attained age 55 or 25 years of credited service on that date may enter and participate in the DROP on or after January 1, 2013 in accordance with the provisions of this section.
 - (2) *Election to participate.* A member's election to participate in the DROP must be made in writing in a time and manner determined by the board and shall be effective on the first day of the first calendar month which is at least 15 business days after it is received by the board.
 - (3) *Period of participation.* A member who elects to participate in the DROP under subsection (b)(2), shall participate in the DROP for a period not to exceed 60 months beginning at the time his election to participate in the DROP first becomes effective. An election to participate in the DROP shall constitute an irrevocable election to resign from the service of the city not later than the date provided for in the previous sentence. A member may participate only once.
 - (4) *Termination of participation.*
 - a. A member's participation in the DROP shall cease at the earlier of:
 - 1. The end of his permissible period of participation in the DROP as determined under subsection (b)(3); or
 - 2. Termination of his employment as a firefighter.
 - b. Upon the member's termination of participation in the DROP, pursuant to subsection 1. above, all amounts provided for in subsection (c)(2), including monthly benefits and investment earnings or losses or interest,

as applicable, shall cease to be transferred from the system to his DROP account. Any amounts remaining in his DROP account shall be paid to him in accordance with the provisions of subsection (d) when he terminates his employment as a firefighter.

- c. A member who terminates his participation in the DROP under subsection (b)(4) shall not be permitted to again become a participant in the DROP.

(5) *Effect of DROP participation on the system.*

- a. A member's credited service and his accrued benefit under the system shall be determined on the date his election to participate in the DROP first becomes effective. For purposes of determining the accrued benefit, the member's salary for the purposes of calculating his average final compensation shall include an amount equal to any lump sum payments which would have been paid to the member and included as salary as defined herein, had the member retired under normal retirement and not elected DROP participation. Member contributions attributable to any lump sums used in the benefit calculation and not actually received by the member shall be deducted from the first payments to the member's DROP account. The member shall not accrue any additional credited service or any additional benefits under the system (except for any supplemental benefit payable to DROP participants or any additional benefits provided under any cost-of-living adjustment for retirees in the system) while he is a participant in the DROP. After a member commences participation, he shall not be permitted to again contribute to the system, nor shall he be eligible for disability, nor shall his estate or beneficiary be eligible for pre-retirement death benefits.
- b. No amounts shall be paid to a member from the system while the member is a participant in the DROP. Unless otherwise specified in the system, if a member's participation in the DROP is terminated other than by terminating his employment as a firefighter, no amounts shall be paid to him from the system until he terminates his employment as a firefighter. Unless otherwise specified in the system, amounts transferred from the system to the member's DROP account shall be paid directly to the member only on the termination of his employment as a firefighter.

(c) *Funding.*

- (1) *Establishment of DROP account.* A DROP account shall be established for each member participating in the DROP. A member's DROP account shall consist of amounts transferred to the DROP under subsection (c)(2), and earnings or interest on those amounts.

- (2) *Transfers from retirement system.*

- a. As of the first day of each month of a member's period of participation in the DROP, the monthly retirement benefit he would have received under the system had he terminated his employment as a firefighter and elected to receive monthly benefit payments thereunder shall be transferred to his DROP account, except as otherwise provided for in subsection (b)(4)b. A member's

period of participation in the DROP shall be determined in accordance with the provisions of subsections (b)(3) and (b)(4), but in no event shall it continue past the date he terminates his employment as a firefighter.

- b. Except as otherwise provided in subsection (b)(4)b., a member's DROP account under this subsection (c)(2) shall be debited or credited with either:
 - 1. Interest at an effective rate of seven and one-half percent per annum compounded monthly determined on the last business day of the prior month's ending balance and credited to the member's DROP account as of such date (to be applicable to all current and future DROP participants); or
 - 2. Earnings, to be credited or debited to the member's DROP account, determined as of the last business day of each fiscal year quarter and debited or credited as of such date, determined as follows:

The average daily balance in a member's DROP account shall be credited or debited at a rate equal to the net investment return realized by the system for that quarter. "Net investment return" for the purpose of this paragraph is the total return of the assets in which the member's DROP account is invested by the board net of brokerage commissions, transaction costs and management fees.

For purposes of calculating earnings on a member's DROP account pursuant to this subsection (c)(2)b.2., brokerage commissions, transaction costs, and management fees shall be determined for each quarter by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these quarterly contractual fees to the board. The investment consultant shall also report the net investment return for each manager and the net investment return for the total plan assets.

Upon electing participation in the DROP, the member shall elect to receive either interest or earnings on his account to be determined as provided above. The member may, in writing, elect to change his election only once during his DROP participation. An election to change must be made prior to the end of a quarter and shall be effective beginning the following quarter.

- c. A member's DROP account shall only be credited or debited with earnings or interest and monthly benefits while the member is a participant in the DROP. A member's final DROP account value for distribution to the member upon termination of participation in the DROP shall be the value of the account at the end of the quarter immediately preceding termination of participation for

participants electing the net plan return and at the end of the month immediately preceding termination of participation for participants electing the flat interest rate return, plus any monthly periodic additions made to the DROP account subsequent to the end of the previous quarter or month, as applicable, and prior to distribution. If a member is employed by the city fire department after participating in the DROP for the permissible period of DROP participation, then beginning with the member's first month of employment following the last month of the permissible period of DROP participation, the member's DROP account will no longer be credited or debited with earnings or interest, nor will monthly benefits be transferred to the DROP account. All such non-transferred amounts shall be forfeited and continue to be forfeited while the member is employed by the fire department. A member employed by the fire department after the permissible period of DROP participation will still not be eligible for disability benefits, nor will he accrue additional credited service.

(d) *Distribution of DROP accounts on termination of employment.*

- (1) *Eligibility for benefits.* A member shall receive the balance in his DROP account, in accordance with the provisions of this subsection (d) upon his termination of employment as a firefighter. Except as provided in subsection (d)(5), no amounts shall be paid to a member from the DROP prior to his termination of employment as a firefighter.

(2) *Form of distribution.*

- a. Unless the member elects otherwise, distribution of his DROP account shall be made in a cash lump sum. A member may elect, in such time and manner as the board shall prescribe, to receive the optional form of benefit described below.
1. Until the value of the member's DROP account is completely depleted, payments in approximately equal quarterly or annual installments over a period, designated by the member, not to exceed the life expectancy of the last survivor of the member and his beneficiary. In the event that the member dies before all installments have been paid, the remaining balance in his DROP account shall be paid in an immediate cash lump sum to his beneficiary, or if none is designated, then to the member's estate.
 2. The purchase of a nonforfeitable fixed annuity payable in such form as the member may elect. Elections under this clause 2. shall be in writing and shall be made in such time or manner as the board shall determine.
- b. Notwithstanding the preceding, if a member dies before his benefits commence, his DROP account shall be paid to his beneficiary in such optional form as his beneficiary may select. If

no beneficiary designation is made, the DROP account shall be distributed to the member's estate.

- (3) *Date of payment of distribution.* Except as otherwise provided in this subsection (d), distribution of a member's DROP account shall begin as soon as administratively practicable following the member's termination of employment. distribution of the amount in a member's DROP account will not be made unless the member completes a written request for distribution and a written election, on forms designated by the board, to either receive a cash lump sum or a rollover of the lump sum amount.
 - (4) *Proof of death and right of beneficiary or other person.* The board may require and rely upon such proof of death and such evidence of the right of any beneficiary or other person to receive the value of a deceased member's DROP account as the board may deem proper and its determination of the right of that beneficiary or other person to receive payment shall be conclusive.
 - (5) *Distribution limitation.* Notwithstanding any other provision of this subsection (d), all distributions from the DROP shall conform to the "minimum distribution of benefits" provisions as provided for herein.
 - (6) *Direct rollover of certain distributions.* This subsection applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the DROP to the contrary, a distributee may elect to have any portion of an eligible rollover distribution paid in a direct rollover as otherwise provided under the system in section 66-333.
- (e) *Administration of DROP.*
- (1) *Board administers the DROP.* The general administration of the DROP, the responsibility for carrying out the provisions of the DROP and the responsibility of overseeing the investment of the DROP's assets shall be placed in the board. The members of the board may appoint from their number such subcommittees with such powers as they shall determine; may adopt such administrative procedures and regulations as they deem desirable for the conduct of their affairs; may authorize one or more of their number or any agent to execute or deliver any instrument or make any payment on their behalf; may retain counsel, employ agents and provide for such clerical, accounting, actuarial and consulting services as they may require in carrying out the provisions of the DROP; and may allocate among themselves or delegate to other persons all or such portion of their duties under the DROP, other than those granted to them as trustee under any trust agreement adopted for use in implementing the DROP, as they, in their sole discretion, shall decide. A trustee shall not vote on any question relating exclusively to himself.
 - (2) *Individual accounts, records and reports.* The board shall maintain, or cause to be maintained, records showing the operation and condition of the DROP, including records showing the individual balances in each member's DROP account, and the board shall keep, or cause to be kept, in convenient form such data as may be necessary for the valuation of the assets and liabilities of the DROP. The board shall prepare or cause to be

prepared and distributed to members participating in the DROP and other individuals or filed with the appropriate governmental agencies, as the case may be, all necessary descriptions, reports, information returns, and data required to be distributed or filed for the DROP pursuant to the Code, the applicable portions of the Act and any other applicable laws.

- (3) *Establishment of rules.* Subject to the limitations of the DROP, the board from time to time shall establish rules for the administration of the DROP and the transaction of its business. The board shall have discretionary authority to construe and interpret the DROP (including but not limited to determination of an individual's eligibility for DROP participation, the right and amount of any benefit payable under the DROP and the date on which any individual ceases to be a participant in the DROP). The determination of the board as to the interpretation of the DROP or its determination of any disputed questions shall be conclusive and final to the extent permitted by applicable law. The board shall also oversee the investment of the DROP'S assets.

- (4) *Limitation of liability.*

- a. The trustees shall not incur any liability individually or on behalf of any other individuals for any act or failure to act, made in good faith in relation to the DROP or the funds of the DROP.
- b. Neither the board nor any trustee of the board shall be responsible for any reports furnished by any expert retained or employed by the board, but they shall be entitled to rely thereon as well as on certificates furnished by an accountant or an actuary, and on all opinions of counsel. The board shall be fully protected with respect to any action taken or suffered by it in good faith in reliance upon such expert, accountant, actuary or counsel, and all actions taken or suffered in such reliance shall be conclusive upon any person with any interest in the DROP.

- (f) *General provisions.*

- (1) *The DROP is not a separate retirement plan.* Instead, it is a program under which a member who is eligible for normal retirement under the system may elect to accrue future retirement benefits in the manner provided in this section 66-335 for the remainder of his employment, rather than in the normal manner provided under the plan. Upon termination of employment, a member is entitled to a lump sum distribution of his or her DROP account balance or may elect a rollover. The DROP account distribution is in addition to the member's monthly benefit.
- (2) *Notional account.* The DROP account established for such a member is a notional account, used only for the purpose of calculation of the DROP distribution amount. It is not a separate account in the system. There is no change in the system's assets, and there is no distribution available to the member until the member's termination from the DROP. The member has no control over the investment of the DROP account.

- (3) *No employer discretion.* The DROP benefit is determined pursuant to a specific formula which does not involve employer discretion.
- (4) *IRC limit.* The DROP account distribution, along with other benefits payable from the system, is subject to limitation under Internal Revenue Code Section 415(b).
- (5) *Amendment of DROP.* The DROP may be amended by an ordinance of the city at any time and from time to time, and retroactively if deemed necessary or appropriate, to amend in whole or in part any or all of the provisions of the DROP. However, except as otherwise provided by law, no amendment shall make it possible for any part of the DROP's funds to be used for, or diverted to, purposes other than for the exclusive benefit of persons entitled to benefits under the DROP. No amendment shall be made which has the effect of decreasing the balance of the DROP account of any member.
- (6) *Facility of payment.* If the board shall find that a member or other person entitled to a benefit under the DROP is unable to care for his affairs because of illness or accident or is a minor, the board may direct that any benefit due him, unless claim shall have been made for the benefit by a duly appointed legal representative, be paid to his spouse, a child, a parent or other blood relative, or to a person with whom he resides. Any payment so made shall be a complete discharge of the liabilities of the DROP for that benefit.
- (7) *Information.* Each member, beneficiary or other person entitled to a benefit, before any benefit shall be payable to him or on his account under the DROP, shall file with the board the information that it shall require to establish his rights and benefits under the DROP.
- (8) *Prevention of escheat.* If the board cannot ascertain the whereabouts of any person to whom a payment is due under the DROP, the board may, no earlier than three years from the date such payment is due, mail a notice of such due and owing payment to the last known address of such person, as shown on the records of the board or the city. If such person has not made written claim therefor within three months of the date of the mailing, the board may, if it so elects and upon receiving advice from counsel to the DROP, direct that such payment and all remaining payments otherwise due such person be canceled on the records of the DROP. Upon such cancellation, the DROP shall have no further liability therefor except that, in the event such person or his beneficiary later notifies the board of his whereabouts and requests the payment or payments due to him under the DROP, the amount so applied shall be paid to him in accordance with the provisions of the DROP.
- (9) *Written elections, notification.*
 - a. Any elections, notifications or designations made by a member pursuant to the provisions of the DROP shall be made in writing and filed with the board in a time and manner determined by the board under rules uniformly applicable to all employees similarly situated. The board reserves the right to change from time to time

the manner for making notifications, elections or designations by members under the DROP if it determines after due deliberation that such action is justified in that it improves the administration of the DROP. In the event of a conflict between the provisions for making an election, notification or designation set forth in the DROP and such new administrative procedures, those new administrative procedures shall prevail.

- b. Each member or retiree who has a DROP account shall be responsible for furnishing the board with his current address and any subsequent changes in his address. Any notice required to be given to a member or retiree hereunder shall be deemed given if directed to him at the last such address given to the board and mailed by registered or certified United States mail. If any check mailed by registered or certified United States mail to such address is returned, mailing of checks will be suspended until such time as the member or retiree notifies the board of his address.
- (10) *Benefits not guaranteed.* All benefits payable to a member from the DROP shall be paid only from the assets of the member's DROP account and neither the city nor the board shall have any duty or liability to furnish the DROP with any funds, securities or other assets except to the extent required by any applicable law.
- (11) *Construction.*
- a. The DROP shall be construed, regulated and administered under the laws of Florida, except where other applicable law controls.
 - b. The titles and headings of the subsections in this section 66-335 are for convenience only. In the case of ambiguity or inconsistency, the text rather than the titles or headings shall control.
- (12) *Forfeiture of retirement benefits.* Nothing in this section shall be construed to remove DROP participants from the application of any forfeiture provisions applicable to the system. DROP participants shall be subject to forfeiture of all retirement benefits, including DROP benefits.
- (13) *Effect of DROP participation on employment.* Participation in the DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.

SECTION 9. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-337 Prior fire service, to read as follows:

* * *

- (5) In no event, however, may credited service be purchased pursuant to this section for prior service with any other municipal, county fire department, if such prior

service forms or will form the basis of a retirement benefit or pension from another retirement system or plan as set forth in subsection 66-331(l)(2).

SECTION 10. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-339 Benefits Effective January 1, 2013, to read as follows:

Sec. 66-339. - Benefits Effective January 1, 2013.

(a) Effective January 1, 2013 all members employed on that date who have not attained age 55 or 25 years of credited service, and all members hired on or after that date, shall accrue benefits as provided in this section 66-339. The provision of this section shall not apply to members who have retired, separated from service with the city with the right to a deferred vested benefit, entered DROP or attained normal retirement eligibility prior to January 1, 2013.

(b) *Benefit amounts and eligibility.*

- (1) *Normal retirement age and date.* For members who terminate employment prior to the effective date of this ordinance a member's normal retirement age is the earlier of the attainment of age fifty-five (55) and completion of ten (10) years of credited service, the attainment of age fifty-two (52) and twenty-five (25) years of credited service, or thirty (30) years of credited service regardless of age. Provided, a member with ten (10) or more years of credited service on December 31, 2012 shall be eligible for normal retirement at age fifty-five (55) or upon completion of twenty-five (25) years of credited service, regardless of age. For members who terminate employment on or after the effective date of this ordinance who had completed less than 10 years of credited service on December 31, 2012, a members normal retirement age is the earlier of the attainment of age 55 and completion of ten years of credited service, age 52 and completion of twenty-five years of credited service or the completion of 30 years of credited service, regardless of age. For members who terminate employment on or after the effective date of this ordinance with 10 or more years of credited service on December 31, 2012 shall be eligible for normal retirement at age 55 or upon completion of 25 years of credited service, regardless of age. Each member shall become 100 percent vested in his accrued benefit at normal retirement age. A member's normal retirement date shall be the first day of the month coincident with or next following the date the member retires from the city after attaining normal retirement age.
- (2) *Normal retirement benefit.* A member retiring on or after the normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his retirement and which shall be continued thereafter during the member's lifetime, ceasing upon death, but with 120 monthly payments guaranteed in any event. For members who terminate employment prior to the effective date of this ordinance, the monthly retirement benefit shall equal 1.25 percent of average final compensation for each year of credited service earned on or after January 1, 2013, up to a maximum of 75 percent of average final compensation. Provided, if a member's accrued benefit as of January 1, 2013 is 75 percent or more of average final compensation, the benefit percentage may not be reduced. For members who terminate employment

on or after the effective date of this ordinance, the monthly retirement benefit shall equal 3.4 percent of average final compensation for each year of credited service earned on or after January 1, 2013, up to a maximum of 100 percent of average final compensation.

- (3) *No early retirement.* A member may not receive an immediate or deferred retirement benefit under this section, prior to attaining his or her normal retirement date as defined in this section, except as provided for in Section 66-326(c) and Section 66-326(d).
- (c) *COLA.* Members accruing benefits under this section shall not be entitled to a cost of living adjustment, except as provided for in Section 66-326(e).
- (d) *Vesting.* If a member terminates employment, either voluntarily or by lawful discharge, the member shall be entitled to the following:
 - (1) With less than ten years of credited service (including credited service earned prior to January 1, 2013), a member is entitled to a refund of member contributions without interest.
 - (2) With ten or more years of credited service (including credited service earned prior to January 1, 2013) a member is entitled to either:
 - a. The pension benefit accrued to the member's date of termination, based on the terms of the plan in effect on such date of termination, payable commencing at the member's otherwise normal retirement date, provided the member does not elect to withdraw his or her member contributions; or
 - b. Refund of member contributions without interest.
- (e) *DROP.* No member may enter the DROP on or after January 1, 2013. Members already participating in DROP on January 1, 2013 may complete their DROP participation. Provided, members who are employed on December 31, 2012 and have attained age 55 or 25 years of credited service on that date shall be eligible to enter and participate in the DROP on or after January 1, 2013.

SECTION 11. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-339.1 Supplemental benefit component for special benefits; Chapter 175 share accounts, to read as follows:

Sec. 66-339.1. Supplemental benefit component for special benefits; Chapter 175 share accounts.

There is hereby established an additional plan component to provide special benefits in the form of a supplemental retirement, termination, death and disability benefits to be in addition to the benefits provided for in the previous Sections of this Plan, such benefit to be funded solely and entirely by F.S. Chapter 175, premium tax monies for each plan year which are allocated to this supplemental component as provided for in F.S. §175.351. Amounts allocated to this supplemental component ("Share Plan") shall be further allocated to the members and DROP participants in a manner to be agreed upon.

SECTION 12: Codification.

This Ordinance shall be codified in the Code of Ordinances of the City of St. Pete Beach.

SECTION 13: Severability.

If any portion, part or section of this ordinance is declared invalid, the valid remainder hereof shall remain in full force and effect.

SECTION 14: Repeal of Ordinances in Conflict.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 15: Effective Date.

This ordinance shall become effective October 9, 2017.

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

Ordinance 2017-16

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, AMENDING CHAPTER 66, PENSIONS AND RETIREMENT, ARTICLE IV FIREFIGHTERS' RETIREMENT SYSTEM, DIVISION 1, GENERALLY AND DIVISION 3, BENEFITS, OF THE CODE OF ORDINANCES OF THE CITY OF ST. PETE BEACH; AMENDING SECTION 66-251 DEFINITIONS, BY AMENDING THE DEFINITIONS OF "ACTUARIAL EQUIVALENT", "CREDITED SERVICE", "FIREFIGHTER", "SALARY" AND "SPOUSE"; AMENDING SECTION 66-252, BENEFIT FREEZE AND MAXIMUM BENEFIT; AMENDING SECTION 66-253, MEMBERSHIP; AMENDING SECTION 66-254, CONTRIBUTIONS; AMENDING SECTION 66-326, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 66-328, DISABILITY; AMENDING SECTION 66-331, MAXIMUM PENSION; AMENDING SECTION 66-335, DEFERRED RETIREMENT OPTION PLAN; AMENDING SECTION 66-337, PRIOR FIRE SERVICE; AMENDING SECTION 66-339, BENEFITS EFFECTIVE JANUARY 1, 2013; ADDING SECTION 66-339.1, SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS; CHAPTER 175 SHARE ACCOUNTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH, TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. That Chapter 66, Article IV Firefighters' Retirement System, Division 1 Generally, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-251 Definitions, by amending the definitions of *Actuarial Equivalent*, *Credited Service*, *Firefighter*, *Salary* and *Spouse*, to read as follows:

* * *

Actuarial equivalent means a benefit or amount of equal value, based upon the RP 2000 Combined Healthy Unisex Mortality Table and an interest rate ~~of seven and three quarters percent per annum~~ equal to the investment return assumption set forth in the last actuarial valuation report approved by the board. This definition may only be amended by the city pursuant to the recommendation of the board using the assumptions adopted by the board with the advice of the plan's actuary, such that actuarial assumptions are not subject to city discretion.

* * *

Credited service means the total number of years and fractional parts of years of service as a firefighter with member contributions, when required, omitting intervening years or fractional parts of years when such member was not employed by the city as a firefighter. A

member may voluntarily leave his accumulated contributions in the fund for a period of five years after leaving the employ of the fire department pending the possibility of being reemployed as a firefighter, and without losing credit for the time that he was a member of the system. If a vested member leaves the employ of the fire department his accumulated contributions will be returned only upon his written request. If a member who is not vested is not reemployed as a firefighter with the fire department within five years, his accumulated contributions, if \$1,000.00 or less, shall be returned. If a member who is not vested is not reemployed within five years, his accumulated contributions, if more than \$1,000.00, will be returned only upon the written request of the member and upon completion of a written election to receive a cash lump sum or to rollover the lump sum amount on forms designated by the board. Upon return of a member's accumulated contributions, all of his rights and benefits under the system are forfeited and terminated. Upon any reemployment, a firefighter shall not receive credit for the years and fractional parts of years of service for which he has withdrawn his accumulated contributions from the fund, unless the firefighter repays into the fund the contributions he has withdrawn, with interest, as determined by the board, within 90 days after his reemployment.

The years or fractional parts of a year that a member performs "Qualified Military Service" consisting of voluntary or involuntary "service in the uniformed services" as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) (P.L.103-353) after separation from employment as a firefighter with the city to perform training or service, shall be added to his years of credited service for all purposes, including vesting, provided that:

- (1) The member is entitled to reemployment under the provisions of USERRA.
- (2) The member returns to his employment as a firefighter within one year from the earlier of the date of his military discharge or his release from active service unless otherwise required by USERRA.
- (3) The maximum credit for military service pursuant to this paragraph shall be five years.
- (4) This paragraph is intended to satisfy the minimum requirements of USERRA. To the extent that this paragraph does not meet the minimum standards of USERRA, as it may be amended from time to time, the minimum standards shall apply.

In the event a member dies on or after January 1, 2007, while performing USERRA Qualified Military Service, the beneficiaries of the member are entitled to any benefits (other than benefit accruals relating to the period of qualified military service) as if the member had resumed employment and then died while employed.

Beginning January 1, 2009, to the extent required by section 414(u)(12) of the code, an individual receiving differential wage payments (as defined under section 3401(h)(2) of the code) from an employer shall be treated as employed by that employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under section 415(c) of the code. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

Leave conversions of unused accrued paid time off shall not be permitted to be applied toward the accrual of credited service either during each plan year of a member's employment with the city or in the plan year in which the member terminates employment.

* * *

Firefighter means an actively employed full time person employed by the city, including his initial probationary employment period, who is certified as a firefighter as a condition of employment in accordance with F.S. § 633.35408 and whose duty it is to extinguish fires, to protect life and to protect property. The term includes all certified, supervisory, and command personnel whose duties include, in whole or in part, the supervision, training, guidance, and management responsibilities of full-time firefighters, part-time firefighters, or auxiliary firefighters but does not include part-time firefighters or auxiliary firefighters.

* * *

Salary for credited service prior to January 1, 2013 shall mean the total compensation for services rendered to the city as a firefighter reportable on the member's W-2 form, excluding single sum payments of accrued sick leave and vacation pay, plus all tax deferred, tax sheltered or tax exempt items of income derived from elective employee payroll deductions or salary reductions. Salary for credited service beginning January 1, 2013 and ending on the day prior to the effective date of this ordinance shall be defined in accordance with the provisions of section 66-339 of this chapter. Salary for credited service on or after the effective date of this ordinance shall mean the total compensation for services rendered to the city as a firefighter reportable on the member's W-2 form, excluding single sum payments of accrued sick leave and vacation pay and excluding overtime that exceeds 300 hours per fiscal year (over and above the regularly scheduled FSLA overtime), plus all tax deferred, tax sheltered or tax exempt items of income derived from elective employee payroll deductions or salary reductions.

Compensation in excess of the limitations set forth in Code Section 401(a)(17) as of the first day of the plan year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any plan year beginning on or after January 1, 2002, may not exceed \$200,000.00, as adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B). Compensation means compensation during the fiscal year. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12. If the compensation for any prior determination period is taken into account in determining a member's contributions or benefits for the current plan year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a member before the first plan year beginning after December 31, 1995. ~~Effective January 1, 2013 salary shall be defined in accordance with the provisions of section 66-339 of this chapter.~~

* * *

Spouse means the ~~lawful wife or husband of a member's~~ or retiree's spouse under applicable law at the time benefits become payable.

* * *

SECTION 2. That Chapter 66, Article IV Firefighters' Retirement System, Division 1 Generally, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-252 Benefit freeze and maximum benefit, to read as follows:

Sec. 66-252. - Benefit freeze and maximum benefit.

(a) Notwithstanding any other provision of the system, the accrued benefits of all active members shall be frozen on December 31, 2012, and such members shall ~~thereafter~~ accrue benefits in accordance with section 66-339 for service between January 1, 2013 and the day prior to the effective date of this ordinance. Such members shall be eligible to receive their frozen accrued benefit with no reduction upon termination of employment and attaining age 55 or upon completion of 25 years of credited service. Such members who attain age 50 with ten years of credited service, or 20 years of credited service regardless of age, shall be eligible to receive their frozen accrued benefit reduced by three percent for each year prior to the member's earliest applicable normal retirement date.

(b) The benefits of members who are employed and not participating in the DROP on December 31, 2012 shall be payable in two parts:

- (1) the frozen accrued benefit based credited service, average final compensation and the provisions of the system in effect on December 31, 2012; and
- (2) the benefit based on credited service, average final compensation and the provisions of the system in effect on and after January 1, 2013.

(c) Effective January 1, 2013 and ending on the day prior to the adoption of this ordinance, the maximum combined benefit under the system shall be 75 percent of average final compensation. Provided, if a member's accrued benefit as of January 1, 2013 is 75 percent or more of average final compensation, the benefit percentage may not be reduced. Beginning on the effective date of this ordinance, the maximum combined benefit under the system shall be 100 percent of average final compensation.

(d) Notwithstanding any other provision of the system, the benefits of members who have attained age 55 or 25 years of credited service as of December 31, 2012 shall not be frozen, and such members shall continue to accrue benefits in accordance with the provisions of the system in effect on December 31, 2012 for as long as they are employed in a position covered by the system.

SECTION 3. That Chapter 66, Article IV Firefighters' Retirement System, Division 1 Generally, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-253 Membership amending subsection (a) *Conditions of eligibility*, to read as follows:

(a) *Conditions of eligibility.* All firefighters as of ~~the effective date July 16, 1991~~ and all future firefighters shall become members of the firefighters' retirement system as a condition of employment, except that if ~~the~~ a new employee who is hired as fire chief has entered into an agreement with the city wherein he shall be permitted to participate in a pension plan other than the one provided in this article, he shall be entitled to waive participation in this plan. Current employees of the city who are selected to become fire chief are not eligible for the opt-out provided for herein. In order to waive such participation, the fire chief shall notify the city manager and the board of trustees, in writing, of his decision to waive such participation. The waiver shall be kept by the city clerk with a duplicate original copy maintained in the personnel file of the fire chief. Thereafter, contributions to the plan in accordance with sections 66-254 or 66-339 shall not be required, he shall not be eligible to be elected as a member trustee on the board or vote for a member trustee, and he shall not be eligible for any other benefits from the plan.

* * *

SECTION 4. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-254 Contributions amending subsection (a) *Member contributions*, (1) *Amount*, to read as follows:

(a) *Member contributions.* Contributions to the system shall be subject to the following:

- (1) *Amount.* Each member of the system who has attained age 55 or 25 years of credited service on December 31, 2012 shall be required to make regular contributions to the fund in the amount of 10.3 percent of his salary. Members who are employed on December 31, 2012 but have not attained age 55 or 25 years of credited service on that date, and members hired on or after January 1, 2013, shall be required to make contributions to the fund in accordance with section 66-339 of this chapter until the effective date of this ordinance. Member contributions for the period from the effective date of this ordinance through September 30, 2017, shall be 12.4 percent of his salary. Member contributions for each fiscal year after that date, shall be determined by the actuary and shall equal 4 percent of salary plus an amount that reflects the annual cost of the following benefit improvements, determined as of prior valuation date: (1) an increase in the benefit accrual rate for service after January 1, 2013 from 2.25 percent to 3.4 percent, (2) the change to the definition of salary effective with the effective date of this ordinance described in Section 66-251, Definitions, and (3) the 3 percent automatic COLA commencing seven years after retirement on benefits accrued on or after January 1, 2013.

Member contributions withheld by the city on behalf of the member shall be deposited with the board of trustees immediately after each pay period. The contributions made by each member to the fund shall be designated as employer contributions pursuant to Section 414(h) of the Code. Such designation is contingent upon the contributions being excluded from the member's gross income for federal income tax purposes. For all other purposes of the system, such contributions shall be considered to be member contributions.

* * *

SECTION 5. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-326 Benefit amounts and eligibility amending subsection (a) *Normal retirement date*, to read as follows:

Sec. 66-326. - Benefit amounts and eligibility.

~~—— (a) — *Normal retirement date.* The normal retirement date for members who retired, entered the DROP or terminated employment with the right to a deferred vested benefit prior to January 1, 2013; and members who are employed on December 31, 2012 and have attained age 55 or 25 years of credited service on that date shall be the first day of the month coincident with or next following the earlier of the attainment of age 55, regardless of years of credited service or the completion of 25 years of credited service, regardless of age. A member may retire on his~~

~~normal retirement date or on the first day of any month thereafter, and each member shall become 100 percent vested in his accrued benefit on the member's normal retirement date.~~

(a) *Normal retirement age and date.* A member's normal retirement age is the earlier of the attainment of age 55 regardless of years of credited service or the completion of 25 years of credited service regardless of age for members who retired, entered the DROP or terminated employment with the right to a deferred vested benefit prior to January 1, 2013, and members who are employed on December 31, 2012 and have attained age 55 or 25 years of credited service on that date. Each member shall become 100 percent vested in his accrued benefit at normal retirement age. A member's normal retirement date shall be the first day of the month coincident with or next following the date the member retires from the city after attaining normal retirement age.

Normal retirement under the system is retirement from employment with the city on or after the normal retirement date. The normal retirement date for members who are employed on December 31, 2012 but have not attained age 55 or 25 years of credited service on that date, and members hired on or after January 1, 2013, shall be as provided in section 66-339 of this chapter; provided, members who are employed on December 31, 2012 but have not attained age 55 or 25 years of credited service on that date shall be eligible to receive their frozen accrued benefit through December 31, 2012 upon attaining age 55 or 25 years of credited service, and terminating city employment.

(b) *Normal retirement benefit.* A member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his retirement and which shall be continued thereafter during the member's lifetime, ceasing upon death, but with 120 monthly payments guaranteed in any event. The monthly retirement benefit for credited service earned prior to January 1, 2013 shall equal 3.4 percent of average final compensation, for each year of credited service. The normal retirement benefit for credited service on and after January 1, 2013 shall be as provided in section 66-339 of this chapter. Notwithstanding any other provision of this subsection, the normal retirement benefit of a member who is employed on December 31, 2012 and has attained age 55 or 25 years of credited service on that date shall equal 3.4 percent of average final compensation for all years of credited service.

(c) *Early retirement date.* A member may retire on his early retirement date which shall be the first day of any month coincident with or next following the attainment of age 50 and the completion of ten years of credited service or the completion of 20 years of credited service regardless of age. Early retirement under the plan is retirement from employment with the city on or after the early retirement date and prior to the normal retirement date. ~~Effective January 1, 2013, there shall be no early retirement date or early retirement benefit; provided, m~~Members who are employed on December 31, 2012 but have not attained age 55 or 25 years of credited service on that date shall be eligible to receive their frozen accrued benefit through December 31, 2012 with the three percent reduction provided in subsection (d)(2) below, upon attaining age 50 with 10 years of credited service or 20 years of credited service regardless of age, and terminating city employment. For members terminating employment on or after the effective date of this ordinance, the early retirement date will be the later of age 50 and the completion of 10 years of credited service.

(d) *Early retirement benefit.* A member retiring hereunder on his early date may receive either a deferred or an immediate monthly retirement benefit payable for life as follows:

- (1) A deferred monthly retirement benefit which shall commence on what would have been his normal retirement date had he remained a firefighter for those

members terminating employment prior to January 1, 2013, and age 55 for those members terminating employment on or after the effective date of this ordinance, and shall be continued on the first day of each month thereafter. The amount of each such deferred monthly retirement benefit shall be determined in the same manner as for retirement as his normal retirement date except that credited service and average final compensation shall be determined as of his early retirement date; or

- (2) An immediate monthly retirement benefit which shall commence on his early retirement date and shall be continued on the first day of each month thereafter. The benefit payable shall be as determined in subsection (d)(1) of this section, reduced by three percent for each year by which the commencement of benefits precedes the date which would have been the member's normal retirement date had he continued employment as a firefighter for those members terminating employment prior to January 1, 2013, and age 55 for those members terminating employment on or after the effective date of this ordinance.

(e) *Cost-of-living adjustment.* The monthly amount payable based on credited service prior to January 1, 2013 for any member who terminated prior to the effective date of this ordinance, or the entire benefit for those retirees who terminate employment after the effective date of this ordinance to any retiree, including current retirees, and his joint pensioner or beneficiary, if applicable, who retires on or after such member's normal or early retirement date, not including terminated vested persons or disability retirees, shall be subject to an annual cost-of-living adjustment commencing on the first October 1 following seven complete years of receiving retirement income payments. The cost-of-living adjustment shall be three percent of the previous years' benefit amount. For those retirees who terminate employment between January 1, 2013 and the effective date of this ordinance, ~~There shall be no cost of living adjustment applied to benefits based on credited service on or after January 1, 2013;~~ provided, members who are employed on December 31, 2012 and have attained age 55 or 25 years of credited service on that date shall continue to be eligible for the cost of living adjustment provided in this subsection applied to benefits based on all periods of credited service.

(f) *Required distribution date.* The member's benefit under this section must begin to be distributed to the member no later than April 1 of the calendar year following the later of the calendar year in which the member attains age 70½ or the calendar year in which the member terminates employment with the city.

SECTION 6. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-328 Disability amending subsections (a) *Disability benefits in line of duty* and (c) *Disability benefits not in line of duty*, to read as follows:

(a) *Disability benefits in line of duty.* Any member of the firefighters' retirement system who shall become totally and permanently disabled to the extent that he is unable, because of a medically determinable physical or mental impairment, to render useful and efficient service as a firefighter, which disability was directly caused by the performance of his duty as a firefighter, shall, upon establishing the disability to the satisfaction of the board, be entitled to a monthly pension determined as for normal retirement, taking into account his average final compensation and years of credited service at the date of disability, but in any event the minimum amount paid to the member shall be 42 percent of the average final compensation of the member. Terminated persons, either vested or non-vested, are not eligible for disability benefits, ~~except that those terminated by the city for medical reasons may apply for a disability within 30 days after termination.~~ Notwithstanding the previous sentence, if a

Member is terminated by the City for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the Board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the Board otherwise determines that he is totally and permanently disabled as provided for above.

* * *

(c) *Disability benefits not in line of duty.* Any member with ten years or more credited service who shall become totally and permanently disabled to the extent that he is unable, because of a medically determinable physical or mental impairment, to render useful and efficient service as a firefighter, which disability is not directly caused by the performance of his duties as a firefighter, shall, upon establishing the disability to the satisfaction of the board, be entitled to a monthly pension determined as for normal retirement taking into account his average final compensation and years of credited service at the date of disability. Terminated persons, either vested or nonvested, are not eligible for disability benefits, ~~except that those terminated by the city for medical reasons may apply for a disability within 30 days after termination.~~ Notwithstanding the previous sentence, if a Member is terminated by the City for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the Board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the Board otherwise determines that he is totally and permanently disabled as provided for above.

* * *

SECTION 7. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-331 Maximum Pension, to read as follows:

* * *

(f) *Less than Ten (10) Years of Participation or Service.* The maximum retirement benefits payable under this section to any member who has completed less than ten (10) years of ~~credited service with the City~~ participation shall be the amount determined under subsection (a) of this section multiplied by a fraction, the numerator of which is the number of the member's ~~years of credited service~~ participation and the denominator of which is ten (10). The reduction provided by this subsection cannot reduce the maximum benefit below 10% of the limit determined without regard to this subsection. The reduction provided for in this subsection shall not be applicable to pre-retirement disability benefits paid pursuant to Sec. 66-328 or pre-retirement death benefits paid pursuant to Sec. 66-327.

* * *

(1) *Additional Limitation on Pension Benefits.* Notwithstanding anything herein to the contrary:

* * *

- (2) No member of the system shall be allowed to receive a retirement benefit or pension which is in part or in whole based upon any service with respect to which the member is already receiving, or will receive in the future, a retirement benefit or pension from a different employer's retirement system or plan. This restriction

does not apply to social security benefits or federal benefits under Chapter 67 1223, Title 10, U.S. Code.

(m) Effect of direct rollover on 415(b) limit. If the plan accepts a direct rollover of an employee's or former employee's benefit from a defined contribution plan qualified under Code Section 401(a) which is maintained by the employer, any annuity resulting from the rollover amount that is determined using a more favorable actuarial basis than required under Code Section 417(e) shall be included in the annual benefit for purposes of the limit under Code Section 415(b).

SECTION 8. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-335, Deferred retirement option plan, to read as follows:

Sec. 66-335. - Deferred retirement option plan.

- (a) *Definitions.* As used in this section 66-335, the following definitions apply:
 - (1) *DROP* means the City of St. Pete Beach Firefighters' Deferred Retirement Option Plan.
 - (2) *DROP account* means the account established for each DROP participant under subsection (c) of this section.
 - (3) "Total return of the assets" -- For purposes of calculating earnings on a member's DROP account pursuant to subsection (c)(2)b.2., for each fiscal year quarter, the percentage increase (or decrease) in the interest and dividends earned on investments, including realized and unrealized gains (or losses), of the total Plan assets.
- (b) *Participation.*
 - (1) *Eligibility to participate.* In lieu of terminating his employment as a firefighter, any member who is eligible for normal retirement under subsection 66-326(a) of this division, of the system may, prior to January 1, 2013, elect to defer receipt of such service retirement pension and to participate in the DROP. Notwithstanding any other provision of this section, the DROP shall be closed to new participants effective January 1, 2013, and no member may enter the DROP on or after that date; provided, a member who is employed on December 31, 2012 and has attained age 55 or 25 years of credited service on that date may enter and participate in the DROP on or after January 1, 2013 in accordance with the provisions of this section.
 - (2) *Election to participate.* A member's election to participate in the DROP must be made in writing in a time and manner determined by the board and shall be effective on the first day of the first calendar month which is at least 15 business days after it is received by the board.
 - (3) *Period of participation.* A member who elects to participate in the DROP under subsection (b)(2), shall participate in the DROP for a period not to exceed 60 months beginning at the time his election to participate in the DROP first becomes effective. An election to participate in the DROP shall constitute an

irrevocable election to resign from the service of the city not later than the date provided for in the previous sentence. A member may participate only once.

(4) *Termination of participation.*

- a. A member's participation in the DROP shall cease at the earlier of:
 1. The end of his permissible period of participation in the DROP as determined under subsection (b)(3); or
 2. Termination of his employment as a firefighter.
- b. Upon the member's termination of participation in the DROP, pursuant to subsection 1. above, all amounts provided for in subsection (c)(2), including monthly benefits and investment earnings or losses or interest, as applicable, shall cease to be transferred from the system to his DROP account. Any amounts remaining in his DROP account shall be paid to him in accordance with the provisions of subsection (d) when he terminates his employment as a firefighter.
- c. A member who terminates his participation in the DROP under subsection (b)(4) shall not be permitted to again become a participant in the DROP.

(5) *Effect of DROP participation on the system.*

- a. A member's credited service and his accrued benefit under the system shall be determined on the date his election to participate in the DROP first becomes effective. For purposes of determining the accrued benefit, the member's salary for the purposes of calculating his average final compensation shall include an amount equal to any lump sum payments which would have been paid to the member and included as salary as defined herein, had the member retired under normal retirement and not elected DROP participation. Member contributions attributable to any lump sums used in the benefit calculation and not actually received by the member shall be deducted from the first payments to the member's DROP account. The member shall not accrue any additional credited service or any additional benefits under the system (except for any supplemental benefit payable to DROP participants or any additional benefits provided under any cost-of-living adjustment for retirees in the system) while he is a participant in the DROP. After a member commences participation, he shall not be permitted to again contribute to the system, nor shall he be eligible for disability, nor shall his estate or beneficiary be eligible for pre-retirement death benefits.
- b. No amounts shall be paid to a member from the system while the member is a participant in the DROP. Unless otherwise specified in the system, if a member's participation in the DROP is terminated other than by terminating his employment as a firefighter, no amounts shall be paid to him from the system until he terminates his employment as a firefighter. Unless otherwise specified in the system, amounts transferred from the system to the member's DROP account shall be paid directly to the member only on the termination of his employment as a firefighter.

(c) *Funding.*

(1) *Establishment of DROP account.* A DROP account shall be established for each member participating in the DROP. A member's DROP account shall consist of amounts transferred to the DROP under subsection (c)(2), and earnings or interest on those amounts.

(2) *Transfers from retirement system.*

a. As of the first day of each month of a member's period of participation in the DROP, the monthly retirement benefit he would have received under the system had he terminated his employment as a firefighter and elected to receive monthly benefit payments thereunder shall be transferred to his DROP account, except as otherwise provided for in subsection (b)(4)b. A member's period of participation in the DROP shall be determined in accordance with the provisions of subsections (b)(3) and (b)(4), but in no event shall it continue past the date he terminates his employment as a firefighter.

b. Except as otherwise provided in subsection (b)(4)b., a member's DROP account under this subsection (c)(2) shall be debited or credited ~~after each fiscal year quarter~~ with either:

1. Interest at an effective rate of seven and one-half percent per annum compounded monthly determined on the last business day of the prior month's ending balance and credited to the member's DROP account as of such date (to be applicable to all current and future DROP participants); or
2. Earnings, to be credited or debited to the member's DROP account, determined as of the last business day of each fiscal year quarter and debited or credited as of such date, determined as follows:

The average daily balance in a member's DROP account shall be credited or debited at a rate equal to the net investment return realized by the system for that quarter. "Net investment return" for the purpose of this paragraph is the total return of the assets in which the member's DROP account is invested by the board net of brokerage commissions, transaction costs and management fees.

For purposes of calculating earnings on a member's DROP account pursuant to this subsection (c)(2)b.2., brokerage commissions, transaction costs, and management fees shall be determined for each quarter by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these quarterly contractual fees to the board. The investment consultant shall also report the

net investment return for each manager and the net investment return for the total plan assets.

Upon electing participation in the DROP, the member shall elect to receive either interest or earnings on his account to be determined as provided above. The member may, in writing, elect to change his election only once during his DROP participation. An election to change must be made prior to the end of a quarter and shall be effective beginning the following quarter.

- c. A member's DROP account shall only be credited or debited with earnings or interest and monthly benefits while the member is a participant in the DROP. A member's final DROP account value for distribution to the member upon termination of participation in the DROP shall be the value of the account at the end of the quarter immediately preceding termination of participation for participants electing the net plan return and at the end of the month immediately preceding termination of participation for participants electing the flat interest rate return, plus any monthly periodic additions made to the DROP account subsequent to the end of the previous quarter or month, as applicable, and prior to distribution. If a member is employed by the city fire department after participating in the DROP for the permissible period of DROP participation, then beginning with the member's first month of employment following the last month of the permissible period of DROP participation, the member's DROP account will no longer be credited or debited with earnings or interest, nor will monthly benefits be transferred to the DROP account. All such non-transferred amounts shall be forfeited and continue to be forfeited while the member is employed by the fire department. A member employed by the fire department after the permissible period of DROP participation will still not be eligible for disability benefits, nor will he accrue additional credited service.

(d) *Distribution of DROP accounts on termination of employment.*

- (1) *Eligibility for benefits.* A member shall receive the balance in his DROP account, in accordance with the provisions of this subsection (d) upon his termination of employment as a firefighter. Except as provided in subsection (d)(5), no amounts shall be paid to a member from the DROP prior to his termination of employment as a firefighter.

(2) *Form of distribution.*

- a. Unless the member elects otherwise, distribution of his DROP account shall be made in a cash lump sum. A member may elect, in such time and manner as the board shall prescribe, to receive the optional form of benefit described below.
 - 1. Until the value of the member's DROP account is completely depleted, payments in approximately equal quarterly or annual installments over a period, designated

by the member, not to exceed the life expectancy of the last survivor of the member and his beneficiary. In the event that the member dies before all installments have been paid, the remaining balance in his DROP account shall be paid in an immediate cash lump sum to his beneficiary, or if none is designated, then to the member's estate.

2. The purchase of a nonforfeitable fixed annuity payable in such form as the member may elect. Elections under this clause 2. shall be in writing and shall be made in such time or manner as the board shall determine.
- b. Notwithstanding the preceding, if a member dies before his benefits commence, his DROP account shall be paid to his beneficiary in such optional form as his beneficiary may select. If no beneficiary designation is made, the DROP account shall be distributed to the member's estate.
- (3) *Date of payment of distribution.* Except as otherwise provided in this subsection (d), distribution of a member's DROP account shall begin as soon as administratively practicable following the member's termination of employment. distribution of the amount in a member's DROP account will not be made unless the member completes a written request for distribution and a written election, on forms designated by the board, to either receive a cash lump sum or a rollover of the lump sum amount.
- (4) *Proof of death and right of beneficiary or other person.* The board may require and rely upon such proof of death and such evidence of the right of any beneficiary or other person to receive the value of a deceased member's DROP account as the board may deem proper and its determination of the right of that beneficiary or other person to receive payment shall be conclusive.
- (5) *Distribution limitation.* Notwithstanding any other provision of this subsection (d), all distributions from the DROP shall conform to the "minimum distribution of benefits" provisions as provided for herein.
- (6) *Direct rollover of certain distributions.* This subsection applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the DROP to the contrary, a distributee may elect to have any portion of an eligible rollover distribution paid in a direct rollover as otherwise provided under the system in section 66-333.
- (e) *Administration of DROP.*
 - (1) *Board administers the DROP.* The general administration of the DROP, the responsibility for carrying out the provisions of the DROP and the responsibility of overseeing the investment of the DROP's assets shall be placed in the board. The members of the board may appoint from their number such subcommittees with such powers as they shall determine; may adopt such administrative procedures and regulations as they deem desirable for the conduct of their affairs; may authorize one or more of their number or any agent to execute or deliver any instrument or make

any payment on their behalf; may retain counsel, employ agents and provide for such clerical, accounting, actuarial and consulting services as they may require in carrying out the provisions of the DROP; and may allocate among themselves or delegate to other persons all or such portion of their duties under the DROP, other than those granted to them as trustee under any trust agreement adopted for use in implementing the DROP, as they, in their sole discretion, shall decide. A trustee shall not vote on any question relating exclusively to himself.

- (2) *Individual accounts, records and reports.* The board shall maintain, or cause to be maintained, records showing the operation and condition of the DROP, including records showing the individual balances in each member's DROP account, and the board shall keep, or cause to be kept, in convenient form such data as may be necessary for the valuation of the assets and liabilities of the DROP. The board shall prepare or cause to be prepared and distributed to members participating in the DROP and other individuals or filed with the appropriate governmental agencies, as the case may be, all necessary descriptions, reports, information returns, and data required to be distributed or filed for the DROP pursuant to the Code, the applicable portions of the Act and any other applicable laws.
- (3) *Establishment of rules.* Subject to the limitations of the DROP, the board from time to time shall establish rules for the administration of the DROP and the transaction of its business. The board shall have discretionary authority to construe and interpret the DROP (including but not limited to determination of an individual's eligibility for DROP participation, the right and amount of any benefit payable under the DROP and the date on which any individual ceases to be a participant in the DROP). The determination of the board as to the interpretation of the DROP or its determination of any disputed questions shall be conclusive and final to the extent permitted by applicable law. The board shall also oversee the investment of the DROP'S assets.
- (4) *Limitation of liability.*
 - a. The trustees shall not incur any liability individually or on behalf of any other individuals for any act or failure to act, made in good faith in relation to the DROP or the funds of the DROP.
 - b. Neither the board nor any trustee of the board shall be responsible for any reports furnished by any expert retained or employed by the board, but they shall be entitled to rely thereon as well as on certificates furnished by an accountant or an actuary, and on all opinions of counsel. The board shall be fully protected with respect to any action taken or suffered by it in good faith in reliance upon such expert, accountant, actuary or counsel, and all actions taken or suffered in such reliance shall be conclusive upon any person with any interest in the DROP.
- (f) *General provisions.*
 - (1) *The DROP is not a separate retirement plan. Instead, it is a program under which a member who is eligible for normal retirement under the*

system may elect to accrue future retirement benefits in the manner provided in this section 66-335 for the remainder of his employment, rather than in the normal manner provided under the plan. Upon termination of employment, a member is entitled to a lump sum distribution of his or her DROP account balance or may elect a rollover. The DROP account distribution is in addition to the member's monthly benefit.

- (2) *Notional account.* The DROP account established for such a member is a notional account, used only for the purpose of calculation of the DROP distribution amount. It is not a separate account in the system. There is no change in the system's assets, and there is no distribution available to the member until the member's termination from the DROP. The member has no control over the investment of the DROP account.
- (3) *No employer discretion.* The DROP benefit is determined pursuant to a specific formula which does not involve employer discretion.
- (4) *IRC limit.* The DROP account distribution, along with other benefits payable from the system, is subject to limitation under Internal Revenue Code Section 415(b).
- (4 5) *Amendment of DROP.* The DROP may be amended by an ordinance of the city at any time and from time to time, and retroactively if deemed necessary or appropriate, to amend in whole or in part any or all of the provisions of the DROP. However, except as otherwise provided by law, no amendment shall make it possible for any part of the DROP's funds to be used for, or diverted to, purposes other than for the exclusive benefit of persons entitled to benefits under the DROP. No amendment shall be made which has the effect of decreasing the balance of the DROP account of any member.
- (2 6) *Facility of payment.* If the board shall find that a member or other person entitled to a benefit under the DROP is unable to care for his affairs because of illness or accident or is a minor, the board may direct that any benefit due him, unless claim shall have been made for the benefit by a duly appointed legal representative, be paid to his spouse, a child, a parent or other blood relative, or to a person with whom he resides. Any payment so made shall be a complete discharge of the liabilities of the DROP for that benefit.
- (3 7) *Information.* Each member, beneficiary or other person entitled to a benefit, before any benefit shall be payable to him or on his account under the DROP, shall file with the board the information that it shall require to establish his rights and benefits under the DROP.
- (4 8) *Prevention of escheat.* If the board cannot ascertain the whereabouts of any person to whom a payment is due under the DROP, the board may, no earlier than three years from the date such payment is due, mail a notice of such due and owing payment to the last known address of such person, as shown on the records of the board or the city. If such person has not made written claim therefor within three months of the date of the mailing, the board may, if it so elects and upon receiving advice from counsel to the

DROP, direct that such payment and all remaining payments otherwise due such person be canceled on the records of the DROP. Upon such cancellation, the DROP shall have no further liability therefor except that, in the event such person or his beneficiary later notifies the board of his whereabouts and requests the payment or payments due to him under the DROP, the amount so applied shall be paid to him in accordance with the provisions of the DROP.

(§ 9) *Written elections, notification.*

- a. Any elections, notifications or designations made by a member pursuant to the provisions of the DROP shall be made in writing and filed with the board in a time and manner determined by the board under rules uniformly applicable to all employees similarly situated. The board reserves the right to change from time to time the manner for making notifications, elections or designations by members under the DROP if it determines after due deliberation that such action is justified in that it improves the administration of the DROP. In the event of a conflict between the provisions for making an election, notification or designation set forth in the DROP and such new administrative procedures, those new administrative procedures shall prevail.
- b. Each member or retiree who has a DROP account shall be responsible for furnishing the board with his current address and any subsequent changes in his address. Any notice required to be given to a member or retiree hereunder shall be deemed given if directed to him at the last such address given to the board and mailed by registered or certified United States mail. If any check mailed by registered or certified United States mail to such address is returned, mailing of checks will be suspended until such time as the member or retiree notifies the board of his address.

(~~6~~ 10) *Benefits not guaranteed.* All benefits payable to a member from the DROP shall be paid only from the assets of the member's DROP account and neither the city nor the board shall have any duty or liability to furnish the DROP with any funds, securities or other assets except to the extent required by any applicable law.

(~~7~~ 11) *Construction.*

- a. The DROP shall be construed, regulated and administered under the laws of Florida, except where other applicable law controls.
- b. The titles and headings of the subsections in this section 66-335 are for convenience only. In the case of ambiguity or inconsistency, the text rather than the titles or headings shall control.

(~~8~~ 12) *Forfeiture of retirement benefits.* Nothing in this section shall be construed to remove DROP participants from the application of any forfeiture provisions applicable to the system. DROP participants shall be subject to forfeiture of all retirement benefits, including DROP benefits.

- (9 ~~13~~) *Effect of DROP participation on employment.* Participation in the DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.

SECTION 9. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-337 Prior fire service, to read as follows:

* * *

- (5) In no event, however, may credited service be purchased pursuant to this section for prior service with any other municipal, county fire department, if such prior service forms or will form the basis of a retirement benefit or pension from another retirement system or plan as set forth in subsection 66-331(k)(2).

SECTION 10. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-339 Benefits Effective January 1, 2013, to read as follows:

Sec. 66-339. - Benefits Effective January 1, 2013.

(a) Effective January 1, 2013 all members employed on that date who have not attained age 55 or 25 years of credited service, and all members hired on or after that date, shall accrue benefits as provided in this section 66-339. The provision of this section shall not apply to members who have retired, separated from service with the city with the right to a deferred vested benefit, entered DROP or attained normal retirement eligibility prior to January 1, 2013.

(b) *Benefit amounts and eligibility.*

- (1) ~~*Normal retirement date.* A member's normal retirement date shall be the first day of the month coincident with or next following the earlier of the attainment of age 60 and completion of ten years of credited service, or 30 years of credited service regardless of age. Provided, a member with 10 or more years of credited service on December 31, 2012 shall be eligible for normal retirement at age 55 or upon completion of 25 years of credited service, regardless of age. A member may retire on his normal retirement date or on the first day of any month thereafter, and each member shall become 100 percent vested in his accrued benefit on the member's normal retirement date. Normal retirement under the system is retirement from employment with the city on or after the normal retirement date.~~

- (1) *Normal retirement age and date.* For members who terminate employment prior to the effective date of this ordinance a member's normal retirement age is the earlier of the attainment of age fifty-five (55) and completion of ten (10) years of credited service, the attainment of age fifty-two (52) and twenty-five (25) years of credited service, or thirty (30) years of credited service regardless of age. Provided, a member with ten (10) or more years of credited service on December 31, 2012 shall be eligible for normal retirement at age fifty-five (55) or upon completion of twenty-five (25) years of credited service, regardless of age. For members who terminate employment on or after the effective date of this ordinance

who had completed less than 10 years of credited service on December 31, 2012, a members normal retirement age is the earlier of the attainment of age 55 and completion of ten years of credited service, age 52 and completion of twenty-five years of credited service or the completion of 30 years of credited service, regardless of age. For members who terminate employment on or after the effective date of this ordinance with 10 or more years of credited service on December 31, 2012 shall be eligible for normal retirement at age 55 or upon completion of 25 years of credited service, regardless of age. Each member shall become 100 percent vested in his accrued benefit at normal retirement age. A member's normal retirement date shall be the first day of the month coincident with or next following the date the member retires from the city after attaining normal retirement age.

- (2) *Normal retirement benefit.* A member retiring on or after the normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his retirement and which shall be continued thereafter during the member's lifetime, ceasing upon death, but with 120 monthly payments guaranteed in any event. For members who terminate employment prior to the effective date of this ordinance, the monthly retirement benefit shall equal 1.25 percent of average final compensation for each year of credited service earned on or after January 1, 2013, up to a maximum of 75 percent of average final compensation. Provided, if a member's accrued benefit as of January 1, 2013 is 75 percent or more of average final compensation, the benefit percentage may not be reduced. For members who terminate employment on or after the effective date of this ordinance, the monthly retirement benefit shall equal 3.4 percent of average final compensation for each year of credited service earned on or after January 1, 2013, up to a maximum of 100 percent of average final compensation.

- (3) *No early retirement.* A member may not receive an immediate or deferred retirement benefit under this section, prior to attaining his or her normal retirement date as defined in this section, except as provided for in Section 66-326(c) and Section 66-326(d).

(c) *COLA.* Members accruing benefits under this section shall not be entitled to a cost of living adjustment, except as provided for in Section 66-326(e).

(d) *Vesting.* If a member terminates employment, either voluntarily or by lawful discharge, the member shall be entitled to the following:

- (1) With less than ten years of credited service (including credited service earned prior to January 1, 2013), a member is entitled to a refund of member contributions without interest.
- (2) With ten or more years of credited service (including credited service earned prior to January 1, 2013) a member is entitled to either:
 - a. The pension benefit accrued to the member's date of termination, based on the terms of the plan in effect on such date of termination, payable commencing at the member's otherwise normal retirement date, provided the member does not elect to withdraw his or her member contributions; or

b. Refund of member contributions without interest.

~~_____ (e) *Employee contribution.* Effective January 1, 2013 each member of the system shall be required to make regular contributions to the fund in the amount of three percent of salary; provided, members who are employed on December 31, 2012 and have attained age 55 or 25 years of credited service on that date shall be required to make regular contributions to the fund in the amount of 10.3 percent of salary.~~

(fe) *DROP.* No member may enter the DROP on or after January 1, 2013. Members already participating in DROP on January 1, 2013 may complete their DROP participation. Provided, members who are employed on December 31, 2012 and have attained age 55 or 25 years of credited service on that date shall be eligible to enter and participate in the DROP on or after January 1, 2013.

SECTION 11. That Chapter 66, Article IV Firefighters' Retirement System, Division 3 Benefits, of the Code of Ordinances of the City of St. Pete Beach, is hereby amended by amending Section 66-339.1 Supplemental benefit component for special benefits; Chapter 175 share accounts, to read as follows:

Sec. 66-339.1. Supplemental benefit component for special benefits; Chapter 175 share accounts.

There is hereby established an additional plan component to provide special benefits in the form of a supplemental retirement, termination, death and disability benefits to be in addition to the benefits provided for in the previous Sections of this Plan, such benefit to be funded solely and entirely by F.S. Chapter 175, premium tax monies for each plan year which are allocated to this supplemental component as provided for in F.S. §175.351. Amounts allocated to this supplemental component ("Share Plan") shall be further allocated to the members and DROP participants in a manner to be agreed upon.

SECTION 12: Codification.

This Ordinance shall be codified in the Code of Ordinances of the City of St. Pete Beach.

SECTION 13: Severability.

If any portion, part or section of this ordinance is declared invalid, the valid remainder hereof shall remain in full force and effect.

SECTION 14: Repeal of Ordinances in Conflict.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 15: Effective Date.

This ordinance shall become effective October 9, 2017.

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

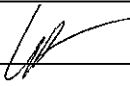
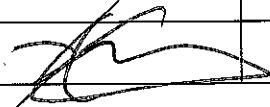
Alan Johnson, Mayor

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

Local 4966 Rank & File Agreement		Union Proposal	11/10/2016
Article #/Version	City TA	Local 4966 TA	Date
Article 27			11/10/2016

Pension Benefits (MOU)

Normal Retirement

Eligibility: Age 55 with 10 years of credited service, age 52 with 25 years of credited service, or 30 years of credited service regardless of age.

Amount of Benefit: 3.4% per year of credited service (retroactive 1-1-2013).
(City will fund 2.25% @ a 4.0% employee contribution; employees will fund additional multiplier up to 3.4%)

Average Final Compensation: The best 5 of the last 10 years. (Pursuant to Chapter 175 minimums)

Compensation: Total W-2 Earnings including up to 300 hours overtime with fixed monthly remuneration continuing during the member's lifetime, ceasing upon death, but with 120 monthly payments guaranteed in any event.
(*employee funded)

Benefit Cap: 100% of Average Final Compensation. (Pursuant to Chapter 175 minimums)

Vesting: 10 year fixed vesting. (Pursuant to Chapter 175 minimums)

Early Retirement

Age 50 with 10 years of credited service. Adjusted, reduced 3% for each year member's age at retirement is under member's normal retirement age. (Pursuant to Chapter 175 minimums)

Disability Benefits

Calculated at a rate of 3.4% per year of AFC, not to be less than 42%. Disability must be In-Line-of-Duty, and total and permanent. (Pursuant to Chapter 175 minimums)
If the disability is Non-Line-of-Duty, member must be vested and disability must be total and permanent. The minimum must not be less than 25% of the member's average monthly salary. (Pursuant to Chapter 175 minimums)

Cost of Living Increase

An annual adjustment of 3% of the previous year's benefit amount, commencing on the first October 1 following 7 complete years of receiving retirement income payments. (employee funded)

Contribution

~~12.17% of member's salary.~~

4% plus actuary calculation to fund enhanced benefits listed above.



Pinellas County Professional Firefighters

LOCAL 4966

P.O. Box 10334 St. Petersburg, Fl 33733

May 22, 2017

Wayne Saunders
City Manager
City of St. Pete Beach, Fl.

Re: Mutual Consent Agreement; Pension modification ratification

Wayne, we concluded our voting process and I must report to the *City of St. Pete Beach* that the Mutual Consent Agreement reached was accepted by the members of the bargaining unit.

The meeting for contract ratification was open to ALL members of the bargaining unit, regardless of membership in the Union. The vote taken at the ratification meetings was by secret ballot of ALL unit members attending the meetings. These meetings allowed ALL unit members an opportunity to vote. The vote was publicly counted and the results were announced at the conclusion of the meetings on April 23rd and 24th, 2017. The city was notified on April 25, 2017 of the results of the ratification vote.

Wayne, we had 30 members respond out of our 34 voting strength, which is 88%. Of the 30 unit members, 29 (96.6%) voted to accept the Mutual Consent Agreement. We had 1 (0.03%) unit member vote to reject; for a total 30.

As always, if you should have any questions, please feel free to call me anytime.

Sincerely,

Will Newton, Bargaining Agent

IAFF L-4966

iwilldo@earthlink.net | 727-432-6522 cell | 727-322-9090 fax

Cc: file, All City Commissioners,

St. Pete Beach City Commission Agenda Report

Issue Considered: Ordinance 2017-25: Final Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida providing for supplemental appropriations to the Capital Improvement and Stormwater Funds.

Date: October 10, 2017

Prepared By: Vincent Tenaglia, Administrative Services Director

Through: Wayne Saunders, City Manager

Summary of Issue: The fiscal year 2017 budget requires several adjustments to plan for Phase 2 of the Pass-a-Grille Way improvement project. Staff recommends the following supplemental appropriations to the Capital Improvement and Stormwater Funds to bring the budget into congruence with planned expenditures:

1. Increase Capital Improvement Fund revenue by \$1,052,494.
 - a. Recognize unbudgeted Pinellas County reimbursement funding totaling \$984,129 associated with Pass-a-Grille Way Phase 1.
 - b. Recognize additional contributions from Pinellas County associated with Pass-a-Grille Way Phase 2 totaling \$68,365.
2. Increase Stormwater Fund revenue by \$1,041,652.
 - a. Recognize unbudgeted Southwest Florida Water Management District (SWFWMD) reimbursement funding totaling \$384,894 associated with Pass-a-Grille Way Phase 1.
 - b. Recognize additional contributions from SWFWMD associated with Pass-a-Grille Way Phase 2 totaling \$656,758.
3. Increase Stormwater Fund expenditures by \$1,032,794, all of which will be transferred out to the Capital Improvement Fund. The difference of \$8,858 (\$1,041,652 less \$1,032,794) will be retained for fund balance purposes to account for previously incurred Stormwater Fund expenditures.
4. Increase Capital Improvement Fund expenditures by \$2,085,288 for Pass-a-Grille Way Phase 2.

Funding: Ordinance 2017-25 will increase the available funding for Pass-a-Grille Phase 2 from \$9,477,518 to \$11,562,806. The effects of the budget amendment are summarized below:

Fund	Budgetary Gain or (Loss)
Capital Improvement	\$0
Stormwater	\$8,858

Requested Motion: “I move to approve Ordinance 2017-25 on first reading.”

Attachment: Ordinance 2017-25
Appendix A

**Reviewed by the
City Manager:** WS

Ordinance 2017-25

**AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA
PROVIDING FOR SUPPLEMENTAL APPROPRIATIONS TO THE
CAPITAL IMPROVEMENT AND STORMWATER FUNDS;
PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION,
PUBLICATION, AND AN EFFECTIVE DATE.**

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

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

WHEREAS, the fiscal year 2017 budget includes revenue and expenditures as adopted by Ordinance 2016-18 and revised by Ordinance 2017-02 and Ordinance 2017-10; and

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

WHEREAS, the City Commission of the City of St. Pete Beach desires to increase estimated revenue, increase capital project expenditures, and authorize transfers between funds.

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 of St. Pete Beach fiscal year 2017 budget shall be amended per Appendix A, attached and made part of this Ordinance.

SECTION 3. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 4. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

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

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

SECTION 7. Effective Date. This ordinance shall take effect immediately upon adoption.

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

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

Alan Johnson, Mayor

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

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

City Attorney
Andrew Dickman, Esq.

City of St. Pete Beach
Ordinance 2017-25

Appendix A

Account	Description	Amount
Capital Improvement Fund:		
301.8000.590.5650	Capital Improvement Expenditures	2,085,288
301.337.300	Intergovernmental Revenue (Phase 1)	(984,129)
301.337.300	Intergovernmental Revenue (Phase 2)	(68,365)
301.381.103	Transfers In	(1,032,794)
	Net	<u>\$0</u>
Stormwater Fund:		
103.6108.537.5695	Transfers Out	1,032,794
103.334.620	SWFWMD Grant Revenue (Phase 1)	(384,894)
103.334.620	SWFWMD Grant Revenue (Phase 2)	(656,758)
	Net	<u>-\$8,858</u>

St. Pete Beach City Commission Agenda Report

Issue Considered: Ordinance No 2017-12, amending Division 2 – Definitions, Division 6 – Supplemental Regulations, Division 30 – TC-1 Town Center Core District, Division 32 – CC-1 Commercial Corridor Blind Pass District, Division 33 – CC-2 Commercial Corridor Gulf Boulevard District and Division 37 – TC-2 Town Center Corey Circle and Coquina West District allowing for mobile food establishments as a conditional use and regulations for their implementation.

Date: October 10, 2017

Prepared By: Jennifer Bryla, AICP

Through: Wayne Saunders, City Manager

Summary of Issue: The City Commission held a public workshop on June 13th 2017 at which time, the Commission directed staff to develop language that could regulate “Mobile Food Establishments” (Food Trucks) within the City. The City of St. Petersburg code was the model for the staff for the most part, but diversions were made to address St. Pete Beach’s unique characteristics.

Some of the unique implementation measures were:

- The trucks would be regulated to the City’s “Downtown Core Districts” of the Community Redevelopment Area (TC-1, TC-2, CC-1 & CC-2).
- Vehicles would be required to sit on an improved surface consistent with the City’s LDC.
- Proximity of the trucks to residential areas.
- The truck must be permitted through a conditional use permit approval to allow the Commission to regulate as appropriate.

In the formulation of the Ordinance, Staff met with the business owner of the existing establishment that uses “food trucks” to receive input. Staff also had discussion with residents who had objections to the “food truck” business model. The result is the Ordinance presented which strives to address both points of view. The Ordinance also provides for an amendment to Appendix "A" of the Code of Ordinances to provide for a one time food truck fee and an annual renewal fee.

On July 17, 2017, the Planning Board held a public hearing on the ordinance and provided a recommendation of approval 5-0 in favor of its passage. The Planning Board did however recommend some changes to the Ordinance which are presented in the Staff Report.

The City Commission heard the Ordinance at first reading and made changes to the Ordinance which are indicated by a double underline. Due to Hurricane Irma this item was not heard at the September 12, 2017 hearing as anticipated. The final reading was re-advertised for tonight's hearing.

Requested Motion: I move to approve Ordinance No. 2017-12 on final reading (read title)

Attachment: Ordinance No. 2017-12
Staff Report
Appendix A
Downtown Redevelopment Area Zoning Districts map

Reviewed by
City Manager: WS

Ordinance 2017-12

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR MOBILE FOOD ESTABLISHMENT PERMITS; REGULATING PERFORMANCE STANDARDS AND HOURS AND LOCATION OF OPERATION OF MOBILE FOOD TRUCKS; AMENDING DIVISION 2 – DEFINITIONS; DIVISION 6 – SUPPLEMENTAL REGULATIONS; CREATING SEC. 6.25; AMENDING DIVISION 30, SEC. 30.4 TC-1- TOWN CENTER CORE DISTRICT ALLOWABLE CONDITIONAL USES; AMENDING DIVISION 32, SEC. 32.4, CC1 - COMMERCIAL CORRIDOR BLIND PASS ROAD DISTRICT ALLOWABLE CONDITIONAL USES; AMENDING DIVISION 33, SEC 33.4, CC2 – COMMERCIAL CORRIDOR GULF BOULEVARD DISTRICT CONDITIONAL USES; AMENDING DIVISION 37, SEC. 37.5- TC-2- TOWN CENTER COREY CIRCLE AND COQUINA WEST DISTRICTS ALLOWABLE CONDITIONAL USES; AMENDING APPENDIX “A” OF THE CODE OF ORDINANCES TO PROVIDE FOR MOBILE FOOD PERMITTING FEES, PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission recognizes that mobile food vending is a specialized use with a specialized market; and

WHEREAS, the City periodically finds sections of its Land Development Code which require updating and/or amending to address the desires of the citizens and businesses of the City; and

WHEREAS, on June 13, 2017 the City Commission conducted a duly noticed public meeting to discuss the issues proposed and provide staff direction; and

WHEREAS, after due public notice, the Planning Board held a public hearing on July 17, 2017, to consider the proposed Land Development Code changes and provided recommendations to the City Commission as the Local Planning Agency.

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.

1

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

3
4 *Mobile Food Truck Rally* means any gathering of more than two (2) Class I, Class II or
5 Class III mobile food trucks in one (1) location on a date certain and shall require a Food
6 Truck Permit. Applications shall be made to the City in accordance with the procedures
7 contained herein.

8
9 *Mobile food truck* means a vehicle which is used to vend food and beverage products and
10 is classified as one of the following:

11
12 *Class I- Mobile Kitchens.* In addition to the vending of products allowed for
13 Class II and Class III mobile food trucks, these vehicles may cook, prepare and
14 assemble food items on or in the unit and serve a full menu. Customers may be
15 notified of the vehicle's location by social media or other forms of advertising.

16
17 *Class II – Canteen trucks.* These vehicles vend fruits, vegetables, hot dogs, pre-
18 cooked foods, pre-packaged foods and pre-packaged drinks. No preparation or
19 assembly of foods or beverages may take place on or in the vehicle, however, the
20 heating of pre-cooked foods is allowed. A cooking apparatus or grill top for the
21 heating of pre-cooked foods is permitted so long as it complies with state
22 regulations. These vehicles are limited to providing catering services to
23 employees at a specific location.

24
25 *Class III – Ice Cream Trucks.* These vehicles vend only pre-packaged frozen
26 dairy or frozen water-based food products, soft serve or hand-dipped frozen dairy
27 products or frozen water-based food products and pre-packaged beverages.

28
29 *Mobile service base* means a place for food storage, the cleaning of the equipment, the
30 filling of water tanks and proper disposal of waste water and grease and does not include
31 the use of a private home as a mobile service base.

32
33 *Vend* means a motorized vehicle, including a trailer or other portable unit, which is attached to a
34 motorized vehicle that is intended for use in vending.

35 *****

36 Sec. 6.25 – Mobile Food Establishment

37
38 This section shall not apply to pushcart vending, roadside vending markets, vending on
39 city park property, or vending if associated with a special event permit. It is a violation

to vend any product from a mobile food truck at any location except in compliance with the requirements of this section or in conjunction with a valid special event permit.

a) Vehicle Requirements. A mobile food truck shall not be used for vending a product unless the vehicle has been designed and constructed specifically for such purpose. The mobile food truck shall be licensed in accordance with the rules and regulations of any local, state and federal agency having jurisdiction over the mobile food truck or products sold therein.

b) Insurance Requirements.

1) Operating in rights-of-way. The permittee, owner or operator shall at all times maintain any insurance which the City determines to be necessary, which may include but is not limited to, General Liability Insurance, Commercial Automobile Liability Insurance, Worker's Compensation Insurance, and Environmental Liability Insurance, issued by an insurance company licensed to do business in the State of Florida, in the amounts established by the City which shall be reasonable, based on industry standards and the risk determined to exist. The insurance policy shall be in occurrence form and the City of St. Pete Beach shall be named as an additional insured on the certificate of insurance. The permittee, owner or operator shall furnish the City with a certificate of insurance which shall be accepted by the City only after approval by the City Commission. The permittee, owner or operator shall notify the City within three (3) business days of any changes in the insurance coverage. Upon the cancellation or lapse of any policy of insurance as required by this section, the permit shall be immediately revoked unless, prior to the expiration or cancellation date of the insurance policy, another insurance policy meeting all the requirements of the City is obtained and a new certificate of insurance is provided to the City.

2) Operating in all other locations, not in rights-of-way. A mobile food truck shall obtain at a minimum, the insurance as required by any local, state or federal laws and regulations.

3) City issued permit (as defined herein). In addition to the insurance requirements set forth in this section, a mobile food truck shall obtain any additional insurance which may be required to obtain a city issued permit (as defined herein).

c) Open Flame Cooking. Open flame cooking is prohibited; except that such activity may take place if permitted by the City Fire Marshall.

d) Noise Limitations. Amplified music shall be prohibited; any other sounds from any mobile food truck shall comply with the noise requirements of the City.

e) Waste Collection. The operator shall provide a waste receptacle for public use within 100 ft. of the truck. The area shall be kept neat and orderly at all times and garbage or trash shall be removed daily.

- f) **Improved Surface.** Food trucks shall only operate from and be located on an improved surface at least 5 feet off the public right of way.
- g) **Signage.** All signage must comply with the sign section of the Land Development Code. In no case shall "A-frame" signs be permitted.
- h) **Alcohol sales.** Mobile food trucks are prohibited from selling alcoholic beverages, except as may be specifically allowed by a City issued permit in conjunction with a special event.
- i) **Business Tax Receipt.** A Mobile Food Establishment Permit is issued concurrent with the business tax receipt (BTR) confirmation. If an applicant is a resident of the City of St. Pete Beach, they will be required to obtain a BTR from the City. A Mobile Food Establishment Permit is not required when participating in an event governed by a City issued special event permit (as defined herein).
- j) **Restroom facility.** Class I mobile food trucks operating at a site for a duration of more than three (3) hours shall have a written agreement, available upon request by the City, which confirms that employees have access to a flushable restroom within 150 feet of the vending location during the hours of operation.
- k) **Grease disposal.** Class I mobile food trucks shall have a current written agreement for the proper disposal of grease, available upon request by the City.
- l) **Location.** The vending of products from a Class I mobile food truck on public rights-of-way shall be prohibited unless in conjunction with a special event permit. The vending of products from a Class I mobile food truck on private lands shall be subject to the following conditions:
1. **Private property.** The vending of products from a Class I mobile food truck on private property, in conjunction with an established business is permitted in zoning districts of the City as outlined herein.
 2. **Vacant property.** Operation of a Class I mobile food truck is prohibited on vacant and undeveloped property.
 3. **Permission.** A Class I mobile food truck shall have the written permission of the owner of the property on which it is located. Such written permission shall accompany application for the Mobile Food Truck Permit.
 4. **Frequency.** Except as may be allowed as part of a special event permit, mobile food trucks are permitted on each property, a maximum of no more than three ~~two~~ (3) (2) days per calendar week. Class I mobile food trucks may operate at different locations as allowed herein.
 5. **Maximum Number of Mobile Food Trucks.** No more than two (2) mobile food trucks shall operate on any property at any one (1) time, except as may be allowed by a special event permit.
 6. **Parking.** Mobile Food Trucks shall not be required to provide additional parking on the principal business site. If a Mobile Food Truck parks in a principal business required off-street provided space(s), then the principal business shall provide evidence, in the form of a site plan indicating that on-street parking exists within 800 feet of the establishment.
 7. **Access.** A Class I mobile food truck shall not be placed in any location that impedes the ingress or egress or building entrances or emergency exits.

131 **8. Hours of Operation.** Class I mobile food trucks shall be permitted to
 132 operate after 7:00 a.m. and before 10 p.m. The request for extended hours
 133 must be reviewed and approved by the City subject to the criteria
 134 contained in the Application.

135 **9. Power.** Power for all Class I mobile food trucks will be evaluated on a
 136 case by case basis during the Conditional Use process but in no case shall
 137 a generator be used within 200 feet of a residential district.

138 m) CUP Expiration. The Conditional Use permit shall automatically expire if the
 139 principal business does not hold a valid Business Tax Receipt from the City.

140
 141 Sec. 30.4. – Allowable conditional uses

142 Subject to the provisions or restrictions contained in this section and elsewhere in this
 143 Code, allowable conditional uses in the TC-1 Town Center Core District are as follows:

- 144 (a) Automotive retail stores and automotive service stations with related services.
 145 Such uses shall only be allowed on lots which front directly on 75th Avenue.
- 146 (b) Car washes.
- 147 (c) Convenience stores without the sale of gasoline or other fuels.
- 148 (d) Cigar shops and cigar bars
- 149 (e) Financial institutions with drive –through service.
- 150 (f) Pharmacies with drive-through service.
- 151 (g) Public or private parking structures.
- 152 (h) Bed and breakfast inns, subject to the following:
 - 153 i. In addition to any density and intensity which may be allowed, the city
 154 shall also establish a reserve of units, not to exceed 50 total temporary
 155 lodging units for the entire Town Center Core District, which shall be
 156 allocated by ordinance of the city commission upon request of an
 157 individual property owner on a first come, first serve basis. Such
 158 allocation shall not exceed ten units per acre, or a total of ten units per
 159 redevelopment project. The remaining number of available reserve
 160 temporary lodging units shall be specified in each city commission
 161 ordinance allocating such units and each such ordinance shall provide
 162 that no units beyond those remaining available shall be allocated to any
 163 subsequent project. This limitation shall be absolute and shall apply
 164 regardless of the proposed size or density of the project requesting such
 165 allocation
- 166 (i) Class I Mobile Food Trucks, subject to the criteria found in Division 6, herein.

167
 168 Sec. 32.4. – Allowable conditional uses

169 Subject to the provisions or restrictions contained in this section and elsewhere in this
 170 Code, allowable conditional uses in the CC1 Commercial Corridor Blind Pass Road
 171 Districts-are as follows:

- 172 (a) Automotive rental agencies;
- 173 (b) Automobile services-repair;

- (c) Automotive service stations, with or without a carwash and/or a convenience store;
- (d) Communication facilities;
- (e) Parking lots, commercial and/or off-premise;
- (f) Class I Mobile Food Trucks, subject to the criteria found in Division 6, herein.

Sec. 33.4. – Conditional uses

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the CC2 Commercial Corridor Gulf Boulevard District are as follows:

- (a) Automotive rental agencies;
- (b) Automobile services-repair;
- (c) Automotive service stations, with or without a carwash and/or a convenience store;
- (d) Communication facilities;
- (e) Parking lots, commercial and/or off-premise;
- (f) Class I Mobile Food Trucks, subject to the criteria found in Division 6, herein.

Sec. 37.5. – Allowable conditional uses

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the TC-2 Town Center Corey Circle and Coquina West Districts are as follows:

- (a) Temporary lodging facilities hotel, motel and resort condominium, awarded on a first come, first serve basis, to come from the density pool established in the Comprehensive Plan.
- (b) Commercial kitchen
- (c) Commercial docks-Class A, B, C and D.
- (d) Eating and drinking establishment – take-out only restaurant.
- (e) Vessel for hire (water taxis).
- (f) Class I Mobile Food Trucks, subject to the criteria found in Division 6, herein.

SECTION 3. “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 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

10/3/2017

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.

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

Alan Johnson, Mayor

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

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney

10/3/2017

Ordinance 2017-12

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR MOBILE FOOD ESTABLISHMENT PERMITS; REGULATING PERFORMANCE STANDARDS AND HOURS AND LOCATION OF OPERATION OF MOBILE FOOD TRUCKS; AMENDING DIVISION 2 – DEFINITIONS; DIVISION 6 – SUPPLEMENTAL REGULATIONS; CREATING SEC. 6.25; AMENDING DIVISION 30, SEC. 30.4 TC-1- TOWN CENTER CORE DISTRICT ALLOWABLE CONDITIONAL USES; AMENDING DIVISION 32, SEC. 32.4, CC1 - COMMERCIAL CORRIDOR BLIND PASS ROAD DISTRICT ALLOWABLE CONDITIONAL USES; AMENDING DIVISION 33, SEC 33.4, CC2 – COMMERCIAL CORRIDOR GULF BOULEVARD DISTRICT CONDITIONAL USES; AMENDING DIVISION 37, SEC. 37.5- TC-2- TOWN CENTER COREY CIRCLE AND COQUINA WEST DISTRICTS ALLOWABLE CONDITIONAL USES; AMENDING APPENDIX “A” OF THE CODE OF ORDINANCES TO PROVIDE FOR MOBILE FOOD PERMITTING FEES, PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission recognizes that mobile food vending is a specialized use with a specialized market; and

WHEREAS, the City periodically finds sections of its Land Development Code which require updating and/or amending to address the desires of the citizens and businesses of the City; and

WHEREAS, on June 13, 2017 the City Commission conducted a duly noticed public meeting to discuss the issues proposed and provide staff direction; and

WHEREAS, after due public notice, the Planning Board held a public hearing on July 17, 2017, to consider the proposed Land Development Code changes and provided recommendations to the City Commission as the Local Planning Agency.

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.

1

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

Mobile Food Truck Rally means any gathering of more than two (2) Class I, Class II or Class III mobile food trucks in one (1) location on a date certain and shall require a Food Truck Permit. Applications shall be made to the City in accordance with the procedures contained herein.

Mobile food truck means a vehicle which is used to vend food and beverage products and is classified as one of the following:

Class I- Mobile Kitchens. In addition to the vending of products allowed for Class II and Class III mobile food trucks, these vehicles may cook, prepare and assemble food items on or in the unit and serve a full menu. Customers may be notified of the vehicle's location by social media or other forms of advertising.

Class II – Canteen trucks. These vehicles vend fruits, vegetables, hot dogs, pre-cooked foods, pre-packaged foods and pre-packaged drinks. No preparation or assembly of foods or beverages may take place on or in the vehicle, however, the heating of pre-cooked foods is allowed. A cooking apparatus or grill top for the heating of pre-cooked foods is permitted so long as it complies with state regulations. These vehicles are limited to providing catering services to employees at a specific location.

Class III – Ice Cream Trucks. These vehicles vend only pre-packaged frozen dairy or frozen water-based food products, soft serve or hand-dipped frozen dairy products or frozen water-based food products and pre-packaged beverages.

Mobile service base means a place for food storage, the cleaning of the equipment, the filling of water tanks and proper disposal of waste water and grease and does not include the use of a private home as a mobile service base.

Vend means a motorized vehicle, including a trailer or other portable unit, which is attached to a motorized vehicle that is intended for use in vending.

Sec. 6.25 – Mobile Food Establishment

This section shall not apply to pushcart vending, roadside vending markets, vending on city park property, or vending if associated with a special event permit. It is a violation

to vend any product from a mobile food truck at any location except in compliance with the requirements of this section or in conjunction with a valid special event permit.

a) **Vehicle Requirements.** A mobile food truck shall not be used for vending a product unless the vehicle has been designed and constructed specifically for such purpose. The mobile food truck shall be licensed in accordance with the rules and regulations of any local, state and federal agency having jurisdiction over the mobile food truck or products sold therein.

b) **Insurance Requirements.**

1) **Operating in rights-of-way.** The permittee, owner or operator shall at all times maintain any insurance which the City determines to be necessary, which may include but is not limited to, General Liability Insurance, Commercial Automobile Liability Insurance, Worker's Compensation Insurance, and Environmental Liability Insurance, issued by an insurance company licensed to do business in the State of Florida, in the amounts established by the City which shall be reasonable, based on industry standards and the risk determined to exist. The insurance policy shall be in occurrence form and the City of St. Pete Beach shall be named as an additional insured on the certificate of insurance. The permittee, owner or operator shall furnish the City with a certificate of insurance which shall be accepted by the City only after approval by the City Commission. The permittee, owner or operator shall notify the City within three (3) business days of any changes in the insurance coverage. Upon the cancellation or lapse of any policy of insurance as required by this section, the permit shall be immediately revoked unless, prior to the expiration or cancellation date of the insurance policy, another insurance policy meeting all the requirements of the City is obtained and a new certificate of insurance is provided to the City.

2) **Operating in all other locations, not in rights-of-way.** A mobile food truck shall obtain at a minimum, the insurance as required by any local, state or federal laws and regulations.

3) **City issued permit (as defined herein).** In addition to the insurance requirements set forth in this section, a mobile food truck shall obtain any additional insurance which may be required to obtain a city issued permit (as defined herein).

c) **Open Flame Cooking.** Open flame cooking is prohibited; except that such activity may take place if permitted by the City Fire Marshall.

d) **Noise Limitations.** Amplified music shall be prohibited; any other sounds from any mobile food truck shall comply with the noise requirements of the City.

e) **Waste Collection.** The operator shall provide a waste receptacle for public use within 100 ft. of the truck. The area shall be kept neat and orderly at all times and garbage or trash shall be removed daily.

- f) **Improved Surface.** Food trucks shall only operate from and be located on an improved surface at least 5 feet off the public right of way.
- g) **Signage.** All signage must comply with the sign section of the Land Development Code. In no case shall "A-frame" signs be permitted.
- h) **Alcohol sales.** Mobile food trucks are prohibited from selling alcoholic beverages, except as may be specifically allowed by a City issued permit in conjunction with a special event.
- i) **Business Tax Receipt.** A Mobile Food Establishment Permit is issued concurrent with the business tax receipt (BTR) confirmation. If an applicant is a resident of the City of St. Pete Beach, they will be required to obtain a BTR from the City. A Mobile Food Establishment Permit is not required when participating in an event governed by a City issued special event permit (as defined herein).
- j) **Restroom facility.** Class I mobile food trucks operating at a site for a duration of more than three (3) hours shall have a written agreement, available upon request by the City, which confirms that employees have access to a flushable restroom within 150 feet of the vending location during the hours of operation.
- k) **Grease disposal.** Class I mobile food trucks shall have a current written agreement for the proper disposal of grease, available upon request by the City.
- l) **Location.** The vending of products from a Class I mobile food truck on public rights-of-way shall be prohibited unless in conjunction with a special event permit. The vending of products from a Class I mobile food truck on private lands shall be subject to the following conditions:
1. **Private property.** The vending of products from a Class I mobile food truck on private property, in conjunction with an established business is permitted in zoning districts of the City as outlined herein.
 2. **Vacant property** Operation of a Class I mobile food truck is prohibited on vacant and undeveloped property.
 3. **Permission.** A Class I mobile food truck shall have the written permission of the owner of the property on which it is located. Such written permission shall accompany application for the Mobile Food Truck Permit.
 4. **Frequency.** Except as may be allowed as part of a special event permit, mobile food trucks are permitted on each property, a maximum of no more than ~~three~~ ~~two~~ (3) (2) days per calendar week. Class I mobile food trucks may operate at different locations as allowed herein.
 5. **Maximum Number of Mobile Food Trucks.** No more than two (2) mobile food trucks shall operate on any property at any one (1) time, except as may be allowed by a special event permit.
 6. **Parking.** Mobile Food Trucks shall not be required to provide additional parking on the principal business site. If a Mobile Food Truck parks in a principal business required off-street provided space(s), then the principal business shall provide evidence, in the form of a site plan indicating that on-street parking exists within 800 feet of the establishment.
 7. **Access.** A Class I mobile food truck shall not be placed in any location that impedes the ingress or egress or building entrances or emergency exits.

8. Hours of Operation. Class I mobile food trucks shall be permitted to operate after 7:00 a.m. and before 10 p.m. The request for extended hours must be reviewed and approved by the City subject to the criteria contained in the Application.

9. Power Power for all Class I mobile food trucks will be evaluated on a case by case basis during the Conditional Use process but in no case shall a generator be used within 200 feet of a residential district.

m) CUP Expiration. The Conditional Use permit shall automatically expire if the principal business does not hold a valid Business Tax Receipt from the City.

Sec. 30.4. – Allowable conditional uses

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the TC-1 Town Center Core District are as follows:

- (a) Automotive retail stores and automotive service stations with related services. Such uses shall only be allowed on lots which front directly on 75th Avenue.
- (b) Car washes.
- (c) Convenience stores without the sale of gasoline or other fuels.
- (d) Cigar shops and cigar bars
- (e) Financial institutions with drive –through service.
- (f) Pharmacies with drive-through service.
- (g) Public or private parking structures.
- (h) Bed and breakfast inns, subject to the following:
 - i. In addition to any density and intensity which may be allowed, the city shall also establish a reserve of units, not to exceed 50 total temporary lodging units for the entire Town Center Core District, which shall be allocated by ordinance of the city commission upon request of an individual property owner on a first come, first serve basis. Such allocation shall not exceed ten units per acre, or a total of ten units per redevelopment project. The remaining number of available reserve temporary lodging units shall be specified in each city commission ordinance allocating such units and each such ordinance shall provide that no units beyond those remaining available shall be allocated to any subsequent project. This limitation shall be absolute and shall apply regardless of the proposed size or density of the project requesting such allocation
- (i) Class I Mobile Food Trucks, subject to the criteria found in Division 6, herein.

Sec. 32.4. – Allowable conditional uses

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the CC1 Commercial Corridor Blind Pass Road Districts are as follows:

- (a) Automotive rental agencies;
- (b) Automobile services-repair;

- (c) Automotive service stations, with or without a carwash and/or a convenience store;
- (d) Communication facilities;
- (e) Parking lots, commercial and/or off-premise;
- (f) Class I Mobile Food Trucks, subject to the criteria found in Division 6, herein.

Sec. 33.4. – Conditional uses

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the CC2 Commercial Corridor Gulf Boulevard District are as follows:

- (a) Automotive rental agencies;
- (b) Automobile services-repair;
- (c) Automotive service stations, with or without a carwash and/or a convenience store;
- (d) Communication facilities;
- (e) Parking lots, commercial and/or off-premise;
- (f) Class I Mobile Food Trucks, subject to the criteria found in Division 6, herein.

Sec. 37.5. – Allowable conditional uses

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the TC-2 Town Center Corey Circle and Coquina West Districts are as follows:

- (a) Temporary lodging facilities hotel, motel and resort condominium, awarded on a first come, first serve basis, to come from the density pool established in the Comprehensive Plan.
- (b) Commercial kitchen
- (c) Commercial docks-Class A, B, C and D.
- (d) Eating and drinking establishment – take-out only restaurant.
- (e) Vessel for hire (water taxis).
- (f) Class I Mobile Food Trucks, subject to the criteria found in Division 6, herein.

SECTION 3. “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 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.

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

Alan Johnson, Mayor

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

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney

8/31/2017

“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																											
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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
	Fats Oils and Grease annual inspection fee	100.00
	Fats Oils and Grease re-inspection fee	50.00
	Chapter 90. Vehicles for Hire	
	Permit fees for taxicabs and public conveyances:	

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

	Fire prevention inspections:	
	Certificate of occupancy inspection	No charge
	Periodic-inspection	50.00
	Business tax inspection (For fire inspection of new occupancy)	50.00
	Hotels	
	- Small (< 15,000 sq. ft.)	100.00
	- Large (> 15,000 sq. ft.)	150.00
	Restaurants (each restaurant within a hotel or business will be charged individually in addition to hotel or business inspection fee)	75.00 (Less than 50) 150.00 (More than 50)
	Apartments, condominiums and transient occupancies buildings	50.00 per floor
	Apartments, condominiums hotels and transient occupancies building four stories or higher add additional fee per floor.	25.00
	Assisted living facilities—Per floor	50.00
	Foster homes	50.00
	Daycares	50.00
	Other (Specialty facilities: [Marina], boat repair, auto repair type facilities and other facilities/business types not covered)	150.00
	Special events—Fire-Permits and inspections:	
	Temporary structure permit	25.00
	Beach fire permit	25.00
	Outdoor cooking permit	25.00
	Fireworks permit—Application fee and site inspection	150.00
	Special events/Temporary use	100.00
	Chapter 106. Flood Control	
	Planning and Zoning Fees	
	<u>Mobile Food Establishment Permit</u>	<u>170.00</u>
	<u>Renewal of Mobile Food Permit</u>	<u>85.00</u>
	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 3/4"	\$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 for the first 3,000 gallons, or fraction thereof, of potable water used per residential unit.

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

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

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

	St. Pete Beach City Commission 155 Corey Avenue St. Pete Beach, FL 33706 727-367-2735
10/10/2017	
Item Number Ordinance #2017-12 Type of Application Amendment to Land Development Code Division 2 - Definitions, and Division 6 – Supplemental Regulations, providing for Mobile Food Establishment Permits. Applicant City of St. Pete Beach Location City wide Project Planner(s) Jennifer Bryla, AICP, Requested Action Approval of Ordinance 2017-12 upon final reading Staff Recommendation Approval Planning Board Hearing 7/17/17 Recommendation of Approval with outlined changes. 5-0	ITEM SUMMARY: During the June 13th City Commission workshop, Staff was directed to draft an Ordinance that would provide for Class I Mobile Food Establishments. Staff has incorporated all of the talking points from the workshop into the draft ordinance. These points included: location, number, frequency, items to be sold, hours of operation, power, off-street parking, existing businesses, access considerations, insurance, signage, amplification, BTR's, fees, separation from others, restrooms, proximity to residential areas, garbage disposal, grease disposal, aesthetic concerns. These concerns are reflected in the ordinance. This Ordinance would be constructed under the supplemental regulations section of Land Development Code and added as a conditional use in the zoning districts that would permit them as a conditional use. These districts would be TC-1, CC-1, CC-2 and TC-2. The City presently has no specific regulation regarding Mobile Food Establishments. Mobile vending is prohibited on public lands via section 58.23 of the Code of Ordinances. Mobile Food Establishments would be considered mobile vending. The Mobile Food Establishments are not listed as a permitted use in section 32.2 of the Land Development Code (LDC) and as they are not listed, section 32.5 would prohibit them. Ordinance 2017-12 specifically regulates Mobile Food Establishments on private property, the prohibition on public property will in effect, unless in conjunction with a Special Event permit. 

City Commission
First Reading approval 3-2

Final Reading anticipated
(10/10/2017)

Findings

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

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

This current lack of guidance from the City's code has resulted in Staff's regulating through a special event permit. Special Event permits do not typically anticipate the repetitive use of a Mobile Food Establishments, but instead evaluate them for a one-time special occurrence. Ordinance 2017-12 will provide surety to businesses and citizens alike as to the City's expectation for business owners desiring to have a Mobile Food Establishment on their property.

PUBLIC NOTICE:

Notice of public hearing has been advertised as required by State Statutes. As of the date of this report, Staff has not received oral or written comments. Oral and written comments may be presented at the public hearing.

COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE:

The proposed Ordinance is consistent with the City of St. Pete Beach's Comprehensive Plan. Although the Comprehensive Plan does not regulate Mobile Food Establishments, it does say:

GOAL 2:

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

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

And

Community Redevelopment District general redevelopment guidelines, standards and initiatives

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

The proposed Ordinance is also consistent with the intent of the Land Development Code and further augments the regulations for supporting the City's business community.

PLANNING BOARD:

The Planning Board heard Ordinance 2017-12 on July 17th, 2017 and provided a recommendation of approval to the City Commission, with the following changes:

f) **Improved Surface.** Food trucks shall only operate from and be located on

an improved surface at least 5' off the public right of way. All pedestrian access shall be from the property interior side of the truck, furthest from the ROW.

- g) **Signage.** Mobile Food Establishments are exempt from the sign criteria outlined in Division 26 and shall be reviewed on a case by case basis through the conditional use process. ~~All signage must comply with the sign section of the Land Development Code.~~ In no case shall "A-frame" signs be permitted.

The Planning Board requested that the parking requirements language be re-worked for clarity. The result of that effort is below.

6. **Parking.** Mobile Food Trucks shall not be required to provide additional parking on the principal business site. If a mobile food truck parks in an off-street provided space(s), then the principal business shall provide evidence that on-street parking exists within 800 feet of the establishment.

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8. **Hours of Operation.** Class I mobile food trucks shall be permitted to operate after ~~7:00~~ 10:00 a.m. and before 10 p.m. The request for extended hours must be reviewed and approved by the City subject to the criteria contained in the Application.

Mobile food trucks shall be a minimum of 200' from a residential boundary.

Staff should duplicate the Conditional Use language that is in CC-1. To read as follows:

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, allowable conditional uses in the CC2 Commercial Corridor Gulf Boulevard District are as follows:

CITY COMMISSION:

The City Commission heard Ordinance 2017-12 on August 22nd, 2017 and approved the Ordinance 3-2 with the following changes:

* * * *

4. Except as may be allowed as part of a special event permit, mobile food trucks are permitted on each property, a maximum of no more than three ~~two~~ (3) (2) days per calendar week. Class I mobile food trucks may operate at different locations as allowed herein.

* * * *

- m) The Conditional Use permit shall automatically expire if the principal business does not hold a valid Business Tax receipt from the City.

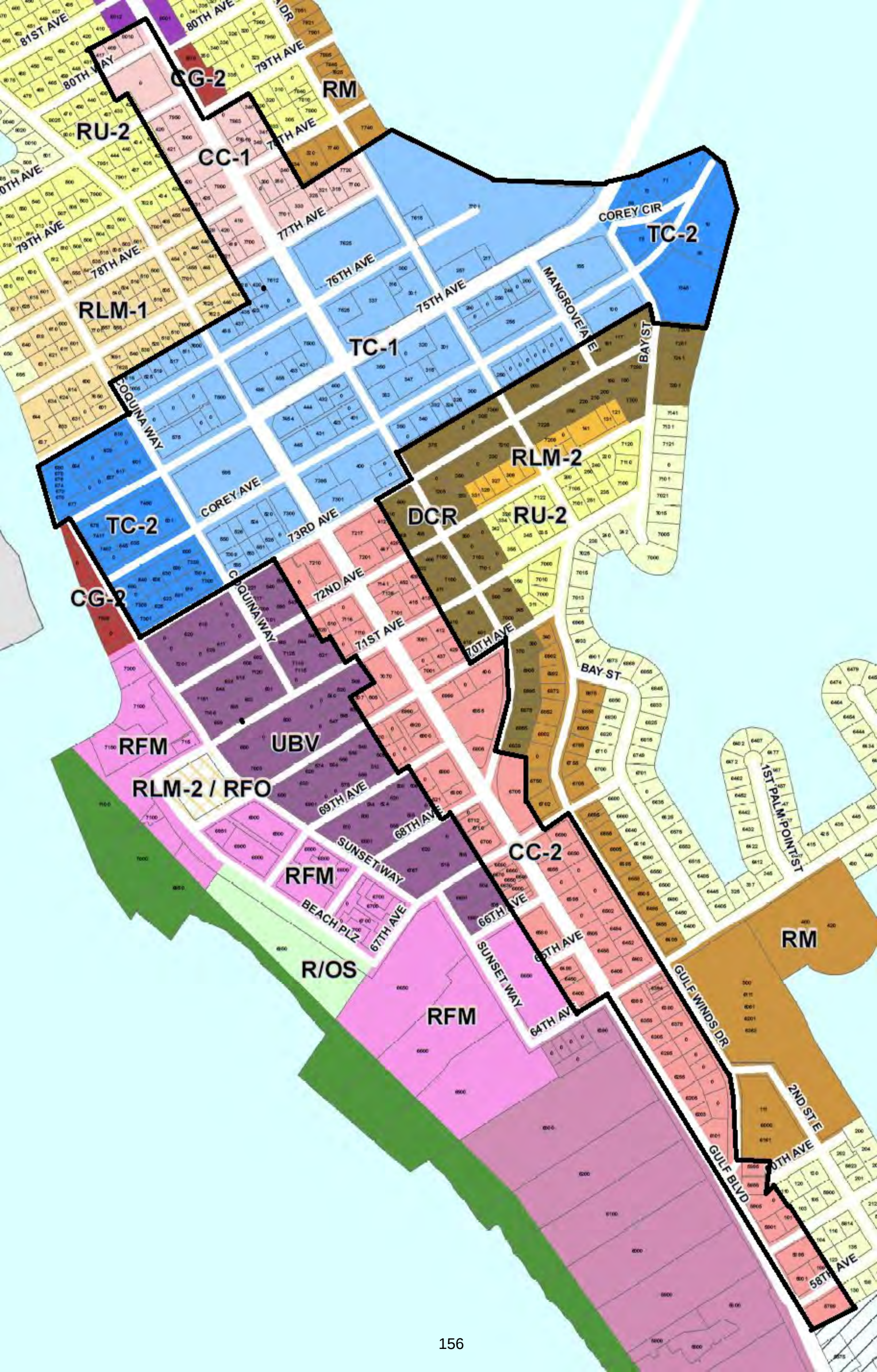
* * * *

STAFF RECOMMENDATION:

This draft Ordinance was taken primarily from the City of St Petersburg, with changes being made that directly pertain to the City of St. Pete Beach unique circumstances. During the formulation of the Ordinance, Staff looked at specific aspects of the potential business to evaluate the possible impacts on the existing businesses, surrounding communities and the City as a whole. The issues listed below will typically be reviewed, but not limited to those, during the Conditional Use process. The issues that are regulated through Ordinance 2017-12 are:

- a. What Zoning Districts the Mobile Food should be permitted:
Upon review of the Comprehensive Plan and the LDC the TC-1 & 2 and CC-1&2 were the only recommended districts in order to limit this activity to the Downtown District.
- b. How many should be permitted at one time and how frequently:
The Staff took direction from the City of St. Petersburg to allow no more than two trucks on the property at any one time. Also that no more than two trucks are permitted on the property per week.
- c. What can be sold in the vehicles:
Food prepared on-site, alcohol is prohibited, open flame cooking is prohibited.
- d. How are the vehicles, when stationary powered:
To reduce the impacts to our residents, if the trucks are proposed within 200' of a residential district, they shall not use a gas generator to power the mobile kitchen but use a power source from the host business.
- e. What surface do the vehicles site on:
Consistent with the Land Development Code all parking must be done on an improved surface.
- f. What off-street parking should be incorporated:
Consistent with the City of St Petersburg, the City of St. Pete Beach would require that the truck could not sit on required off-street parking spaces.
- g. What are the hours of operation:
Consistent with the City of St Petersburg, Staff is recommending 7 am to 10 pm.
- h. What insurance should the vehicles hold separate from the business:
Consistent with the City of St Petersburg, Staff is recommending duplication of the St Petersburg language.
- i. What are the access/egress accommodations:
Consistent with the Objectives of the City's Mutli-modal Transportation Element, a truck shall not block pedestrian nor vehicular ingress or egress.
- j. What signage considerations should they have:
Division 26 outlines the permitted maximum signage per each zoning district. Staff would consider the addition of a painted mobile food truck as a component of the allowable business signage, which cannot be exceeded
- k. Can amplified music and speakers be incorporated:

	<i>Consistent with the City of St Petersburg, Staff is recommending duplication of their code language. In any case noise as a result of the Mobile Food Truck may not exceed the City's noise ordinance.</i> l. Permitting process, including BTR's and Site Plan approval: <i>Staff is recommending a permitting process that is specific to the City of St. Pete Beach in relation to BTR's and CU process.</i> m. Restroom availability: <i>Consistent with the City of St Petersburg, Staff is recommending duplication of the St Petersburg language.</i> n. Proximity to residential areas <i>This will specifically be addressed during the Conditional Use application process, however in no case shall a mobile food establishment be located closer than 200' to a residential area.</i> o. Garbage disposal: <i>Consistent with the City of St Petersburg, Staff is recommending duplication of the St Petersburg language.</i> p. Restroom facilities <i>Consistent with the City of St Petersburg, Staff is recommending duplication of the St Petersburg language.</i> Upon review of the above guiding documents, staff recommends approval of Ordinance 2017-12 as presented. Attachments (1) Ordinance 2017-12 (2) Downtown Redevelopment Area Zoning Districts map



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

Issue Considered:	Ordinance #2017-23, First Reading and Public Hearing. An Ordinance amending the City of St. Pete Beach Code of Ordinances Chapter 86-148 - 86-149 pertaining to Fats, Oils and Grease (FOG). Providing for alternative methods of calculation, definitions and a business action plan.
Date:	October 10, 2017
Prepared By:	Bruce Cooper – Building Official
Through	Jennifer Bryla – Community Development Director
Summary of Issue	The City Commission approved Ordinance #2016-03 on November 15, 2016. This ordinance affected all Food Service Establishments and Automotive Related Enterprises which discharge fats, oils and grease, also known as FOG. This ordinance requires all establishments to obtain a “Commercial Wastewater Discharge Permit” from the City. The ordinance went into effect on June 1, 2017 to allow sufficient time for all owners to submit the required application and documentation. When the City sent out information regarding the required calculations and application, the City began receiving concerns from business owners regarding the costs related to bringing their grease trap into compliance with the new ordinance. The method for calculating the size of their grease trap was based on the seating, hours etc., which equates to a grease trap sized by gallons and required the larger trap to be placed outside often times in a constricted space. City staff recognized that this calculation method for compliance could have negative financial implications on some of the small businesses. To help in mitigating this situation, Staff determined an alternative method of grease calculation that would still be compliant with the directive from DEP and the Plumbing Code. Therefore, the proposed ordinance provides for the following; 1. After utilizing the alternative method of calculation, if a business has a concern about their ability to upgrade the existing system, the business may submit an action plan to reflect modifications and/or additional measures to insure that their system is not contributing grease in quantities sufficient to cause wastewater collection system lines stoppages or

necessitate increased maintenance on the city's wastewater collection and transmission system. Examples are;

- a. Use an alternative method for sizing that measures the kitchen fixtures that equates into flow rates instead of gallons. The establishment then could utilize hydromechanical traps that are located inside the building.
- b. Have their existing system pumped out on a more frequent basis.
- c. A combination of a and b above.

The ordinance also added "expand" and "renovate" to the definitions. Anytime an establishment increases their flow rates and requires additional grease capacity for their system, the establishment shall be required to upgrade the system.

In addition to the amendments outlined above, this ordinance provides for:

- o All establishments to upgrade their systems within 180 days from being notified if a deficiency is noted or provide an action plan as stated in item #1 above.
- o An inspection program including a pre-permit inspection and routine inspections;
- o That all businesses desiring to collect, pump or haul grease wastes from your establishment shall be required to maintain a Pinellas County "Grease Waste Hauler Permit";
- o Enforcement, fines and remedies.
- o All objectives are listed on page 2 of Ordinance 2017-23.

Requested Motion:

"I move to approve Ordinance 2017-23 on first reading (read title)"

Attachment:

Ordinance 2017-23

**Reviewed by
City Manager:**

WS

Ordinance 2017-23

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

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

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

WHEREAS, the City Commission has found this ordinance is in the best interest, health, safety and welfare of the citizens and visitors of the City.

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

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

SECTION 2. Chapter 86 – Utilities of the City of St. Pete Beach Code of Ordinances (the "Code") Sections 86-147 – 86-153 are hereby amended as follows:

Sec. 86-147. GENERAL PROVISIONS.

- (a) **Purpose and policy.** This article sets forth uniform requirements for food service establishments and automotive related enterprises located within the City of St. Pete Beach and to food service establishments and automotive related enterprises located outside the city who are, by contract or agreement with the city, users of the Wastewater Collection System, herein after referred to as the WWCS. This Article enables the city to comply with all applicable state and federal laws including the Clean Water Act (33 United States Code Sec.1251 et seq.). This article further establishes uniform permitting, maintenance, and monitoring requirements for controlling the discharge of fats, oils and grease from food service establishments and automotive related enterprises discharging to the City of St. Pete Beach WWCS.
- (b) **Objectives.** The objectives of this article are:
 - (1) To preclude the introduction of excessive amounts of fats, oils, and grease into the City of St. Pete Beach' wastewater collection and transmission system; and

- (2) To prevent obstruction or blockage of the city's sanitary sewer lines due to grease build-up, attributing to sanitary sewer backups and overflows or releases of wastewater that reach waters of the United States, publicly and privately-owned properties, streets, and residential and commercial buildings, resulting in potential environmental and civil liability to the city; and
 - (3) To protect the health, safety, and welfare of the citizens of and visitors to the City of St. Pete Beach, the integrity of the environment, and regulate the use of the city's wastewater collection and transmission system as required by law; and
 - (4) To set forth the procedures to be followed in administering this article and to provide penalties for violations thereof; and
 - (5) To implement a procedure to recover the costs incurred by the city, including staff time and equipment used, in cleaning and maintaining wastewater collection system lines and disposing of grease blockages; and
 - (6) To implement a procedure to recover costs for any liability incurred by the city for damages caused by grease blockages resulting in the flooding of streets, residences, or commercial buildings and to prevent similar recurrences; and
 - (7) To issue Commercial Wastewater Discharge Permits (CWDPs) to food service establishments and automotive related enterprises requiring grease trap, grease interceptor, and/or oil/water interceptor installation, maintenance, monitoring, compliance, and enforcement activities; and
 - (8) To establish administrative review procedures and reporting requirements; and
 - (9) To establish fees for the recovery of costs resulting from the program established herein; and
 - (10) To establish enforcement procedures for violations of any part or requirement of this article.
- (c) **Administration.** Except as otherwise provided herein, the Director of the Public Services Department (Director), or other such persons as delegated by the City Manager, shall assign the administration of the FOG Management Program to designated staff for implementation and enforcement of the provisions of this article, up to and including fines for non-compliance.
- (d) **Applicability.** The provisions of this article shall apply to all existing food service establishments and automotive related enterprises and to all food service establishments and automotive related enterprises that commence operation on or after the effective date of this article that are located within the municipal boundaries of the City of St. Pete Beach and to all existing food service establishments and automotive related enterprises and to all food service establishments and automotive related enterprises that begin operations on or after the effective date of this article located outside the municipal boundaries of the city, and who are, by contract or agreement with the city, users of the WWCS owned, operated, and maintained by the City of St. Pete Beach, Florida.
- (e) **Severability.** If any clause, sentence, paragraph, section or subsection of these regulations

Underlined words constitute additions to the City of St. Pete Beach City Code, ~~striketrough~~ constitutes deletions from the original, and asterisks (***) indicate an omission from the existing text which is intended to remain unchanged.

shall be adjudged invalid for any reason whatsoever, such judgment shall not affect, repeal or invalidate the remainder thereof, but shall be confined to the clause, sentence, paragraph, section or subsection thereof found to be invalid.

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

Sec. 86-148. DEFINITIONS AND ABBREVIATIONS.

- (a) **General definitions.** Unless the context specifically indicates otherwise, the following terms and phrases used in this article shall have the meaning hereinafter designated as follows:
- (1) *"Automotive related enterprise"*. An establishment where automotive vehicles are serviced, greased, repaired, or washed and which contribute wastes containing petroleum (hydrocarbon) based oils and greases. Automotive related enterprises shall include, but shall not be limited to, automotive repair garages, gasoline stations with grease racks, and commercial vehicle wash facilities.
 - (2) *"Automotive related enterprise owner" or "owner"*. In the case of an individual automotive related facility, the owner or proprietor of the automotive related operation. Where the automotive related facility is a franchise operation, the owner of the franchise is the responsible person or entity. Where the automotive related facility is owned by a corporation, the corporate representative is the responsible entity.
 - (3) *"Best Management Practices" or "BMP"*. Techniques used throughout the food service industry, and have proven effective when implemented properly and consistently.
 - (4) *"Black water"*. Wastewater from sanitary fixtures such as toilets and urinals.
 - (5) *"City"*. The City of St. Pete Beach, Florida, or the Board of City Commissioners of St. Pete Beach, Florida and all authorized representatives.
 - (6) *"Commercial wastewater discharge permit (CWDP)"*. A permit issued by the City of St. Pete Beach, Florida, authorizing the discharge of wastewater to the city's WWCS from a food service establishment or an automotive related enterprise.
 - (7) *"Control Authority"*. The City of St. Pete Beach, Florida through the Director of the Public Services Department.
 - (8) *"Director"*. The Director of the City of St. Pete Beach' Public Services Department, or

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such other persons designated by the City Manager.

(9) "Expand". Anytime a Food Service Establishment increases the flow-through rates and requires additional grease capacity in the grease trap/interceptor.

~~(910)~~ *"Food service establishment" or "establishment" or "FSE".* Any business or food service facility, which prepares, processes, and/or packages food for sale or consumption, on or off site, with the exception of private residences. Food service establishments shall include, but are not limited to: food courts, food manufacturers, food packagers, restaurants, grocery stores, delicatessens, bakeries, retail and wholesale meat markets, retail and wholesale seafood markets, lounges, hospitals, nursing homes, assisted congregate living facilities, churches, schools, and all other food service facilities not specifically listed above. For the purpose of this division, food service establishment shall not include a facility that only prepares beverages; an establishment that only sells prepackaged foods, or an establishment that is currently classified as a Significant Industrial User by and permitted through the city's Industrial Pretreatment Program.

~~(1011)~~ *"Food service establishment owner" or "owner".* In the case of individual food service establishments, the owner or proprietor of the food service operation. Where the food service establishment is a franchise operation, the owner of the franchise is the responsible person or entity. Where the food service establishment is owned by a corporation, the corporate representative is the responsible entity. Where two or more food service establishments share a common grease interceptor, the owner shall be the individual who owns or assumes control of the grease interceptor or the property on which the grease interceptor is located.

~~(1112)~~ *"Garbage".* Solid waste resulting from the domestic or commercial preparation, cooking, and dispensing of food, and from the handling, storage, and sale of produce, meats, and seafoods.

~~(1213)~~ *"Garbage disposal" or "garbage grinder".* A device which shreds or grinds up waste material into smaller portions prior to discharge into the city's wastewater collection and transmission system.

~~(1314)~~ *"Gray water".* All of the liquid contained in a grease interceptor that lies below the floating grease layer and above the food solids layer.

~~(1415)~~ *"Grease".* A material, either liquid or solid, containing substances which may solidify or become viscous at temperatures between 32 degrees and 150 degrees Fahrenheit, composed primarily of fats, oils or grease from animal or vegetable sources. The phrases "fats, oils and grease", "FOG", "oil and grease," or "oil and grease substances" shall be included in this definition.

~~(1516)~~ *"Grease interceptor".* A device located underground and outside of a food service establishment designed to collect, contain, or remove food waste solids and grease from the wastestream while allowing the balance of the liquid waste ("gray water") to discharge to the city's wastewater collection and transmission system by gravity flow or to a privately-owned collection and transmission system, which

discharges to the city's wastewater collection and transmission system. Grease interceptors are required whenever and wherever grease waste is produced in quantities that could otherwise cause line stoppage or hinder sewage disposal and shall be in conformance with the provisions of the most current edition of the Florida Plumbing Code and all other federal, state, and local regulations.

- (~~16~~17) *"Grease trap"*. A device located inside a food service facility or under a sink designed to collect, contain or remove food wastes and grease from the waste stream while allowing the balance of the liquid waste ("gray water") to discharge to the city's wastewater collection and transmission system by gravity flow or to a privately-owned collection and transmission system, which discharges to the city's wastewater collection and transmission system. Grease traps shall be in conformance with the provisions of the most current edition of the Florida Plumbing Code.
- (~~17~~18) *"Grease waste hauler"*. A person who collects the contents of a grease interceptor or grease trap and transports it to an approved grease recycling or grease disposal facility. A grease waste hauler may also provide other services to a food service establishment related to grease interceptor maintenance.
- (~~18~~19) *"Oil/water separator"*. A device designed and installed to segregate oil and water to prevent the discharge of oils to the WWCS. Oil/water separators are required where oils are discharged in quantities that could hinder the operation of the WWCS as determined by the city, including, but not limited to, facilities where automotive vehicles are serviced, greased, repaired, or washed.
- (~~19~~20) *"Registered grease waste hauler list"*. A list of grease waste haulers registered with the City of St. Pete Beach in accordance with the provisions outlined in [Sec. 86-151](#) of this article and authorized to collect grease and operate a grease waste hauling business in the city.
- (~~20~~21) "Renovate". Anytime a Food Service Establishment increases the flow-through rates and requires additional grease capacity in the grease trap/interceptor.
- (~~20~~22) *"Shall"* is mandatory. *"May"* is permissive.
- (~~21~~23) *"Significant industrial user"*.
- a. All users subject to categorical standards under Rule 62-625.410, FAC and 40 CFR Chapter I, Subchapter N, which has been adopted by reference in Rule 62-660, FAC; and
 - b. Any other industrial user that:
 1. Discharges an average of 25,000 gallons per day or more of process wastewater to the WWCS (excluding sanitary, noncontact cooling, and boiler blowdown wastewater); or
 2. Contributes a process wastestream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the WWCS; or
 3. Is designated as such by the city on the basis that it has a reasonable potential for adversely affecting the WWCS's operation or for violating any

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pretreatment standard or requirement in accordance with Rule 62-625.500(2)(e), FAC.

(~~22~~24) "*Wastewater*". The liquid and water-carried industrial or domestic wastes from dwellings, commercial establishments, industrial facilities, and institutions, together with any solids or other pollutants which may be present, whether treated or untreated, which is contributed into or permitted to enter the WWCS.

(~~23~~25) "*Wastewater collection and/or transmission systems*" or "*WWCS*". Sewer, pipelines, conduits, manholes, pumping stations, force mains, and all other facilities used for the collection and transmission of wastewater from individual service connections to the wastewater treatment plant intended for the purpose of providing treatment prior to release to the environment.

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

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

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

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

- (1) *New establishments.* On or after the effective date of this article, all food service establishments and automotive related facilities, which are proposed or newly constructed, or existing food service establishments and automotive related facilities, which will be expanded, or renovated, ~~or remodeled~~, to include a food service establishment or automotive related facilities, where such an establishment or facility did not previously exist, shall be required to install a grease interceptor(s), grease trap(s) or oil/water separator in accordance with the requirements of the most current edition of the Florida Plumbing Code or higher standard and to operate and maintain the grease interceptor(s), grease trap(s) or oil/water separator in accordance with the

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requirements outlined in this article. Grease interceptors, grease traps, and oil/water separators shall be installed and permitted prior to the issuance of a certificate of occupancy by the city's Building Department.

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

Exception:

In lieu of upgrading or replacing their existing grease interceptor, grease trap and/or oil/water separator, the establishment may submit an action plan to the Control Authority to reflect how modifications and/or additional measures can insure that their system is not contributing fats, oils, and greases in quantities sufficient to cause wastewater collection system line stoppages or necessitate increased maintenance on the city's wastewater collection and transmission system. The action plan shall be in compliance with both the "Design and Performance Criteria for Grease Traps, Grease Interceptors and Water/Oil Separators" and Best Management Practices Manual. The action plan must be submitted within 45 days from notification and must be implemented within 45 days from approval by the Control Authority.

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

1. Site plan and/or floor plan depicting all grease traps, grease interceptors, and oil/water separators.
 2. The size of all grease traps, grease interceptors, and oil/water separators (system(s)).
 3. Calculations showing the type and capacity required by the Florida Building Code, Plumbing. The calculations can either utilize the flow-through rates (GPM) or volume (seating/gallons/hours and load factor).
 4. If the calculations show that the existing system(s) are deficient, then plans must be submitted to show how the system will be brought into compliance.
- (b) **Compliance.** At any time after any food service establishment and automotive related facilities are brought into compliance based on subsection (a) above the city shall require an existing food service establishment or an automotive related facility to install a new oil and grease removal system; or provide action plan as outlined in 2(a)

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which ~~shall~~ may include a grease interceptor, grease trap, or oil/water separator that complies with the requirements of the most current edition of the Florida Plumbing Code or to modify, repair, or replace any noncompliant plumbing or existing grease interceptor, grease trap, or oil/water separator within thirty (30) business days of written notification by the Control Authority when any one or more of the following conditions exist:

1. The establishment does not have a grease interceptor, grease trap, or oil/water separator; or
 2. The establishment is found to be contributing fats, oils, and greases in quantities sufficient to cause wastewater collection system line stoppages or necessitate increased maintenance on the city's wastewater collection and transmission system; or
 3. The establishment has an irreparable, or defective grease interceptor, grease trap, or oil/water separator; or
 4. ~~Remodeling~~ Renovation of the food preparation or kitchen waste plumbing system is performed, which requires a plumbing permit to be issued by the City of St. Pete Beach; or
 5. There is a change in the intended use of the establishment; or
 6. ~~The existing establishment is sold or undergoes a change in ownership~~ The facility has not operated as a food service facility for 6 consecutive months prior to receiving a CWDP application form; or
 7. The existing establishment does not have plumbing connections to a grease interceptor, grease trap, or oil/water separator in compliance with the requirements of this article;
- (c) **Plumbing connections.** Grease interceptors, grease traps, or oil/water separators shall be installed in accordance with the most current edition of the Florida Plumbing Code, which requires that such grease interceptor, grease trap, or oil/water separator be located in the food service establishment's or automotive related facility's lateral service line between all fixtures which may introduce fats, oils, or greases into the sewer system and the connection to the city's wastewater collection and transmission system. Wastewater from sanitary facilities (black water) and other similar fixtures shall not be introduced into the grease interceptor, grease trap, or oil/water separator under any circumstance and is strictly prohibited.
- (d) **Grease traps.** Grease traps shall be installed in accordance with the most current edition of the Florida Plumbing Code and the FSE shall operate and maintain its grease trap in accordance with the following criteria:
- 1) *Inspection, cleaning and maintenance.* Each FSE shall be solely responsible for the cost of the grease trap's proper installation, inspection, cleaning, and maintenance.

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

- 2) *Control Authority inspection.* Grease traps shall be periodically inspected by the Control Authority, upon the presentation of proper credentials and identifications, as necessary to assure compliance with this article and to assure proper cleaning and maintenance schedules are being adhered to.
 - 3) *Repairs and replacement.* The FSE shall be solely responsible for the cost and scheduling of all repairs to and/or replacement of its grease trap(s). Repairs or replacement required by the Control Authority shall be completed by a specified date of the written notice of required repairs or replacement is received by the establishment. The Control Authority may authorize an extension of time to achieve compliance, if requested by an FSE. If additional time is necessary to come into compliance with the provisions of this article, the FSE may submit an action plan as outlined in 2(a) compliance schedule establishing a schedule for bringing the FSE into compliance on a reasonably agreed upon date.
 - 4) *Disposal.* Grease and solid materials removed from a grease trap shall be containerized and appropriately disposed of in the FSE's solid waste disposal system.
 - 5) *Record keeping.* The FSE shall maintain records of the date, time, and signature of all cleaning and maintenance for each grease trap in a logbook and shall make this logbook available for inspection by the Control Authority upon request.
- (e) ***Grease interceptors.*** Grease interceptors shall be designed and installed in accordance with the most current edition of the Florida Plumbing Code. Each FSE shall operate and maintain its grease interceptor in accordance with the following criteria:
- 1) *Inspection, pumping, and maintenance.* Each FSE shall be responsible for all costs associated with the proper installation, inspection, pumping, cleaning, and maintenance of its grease interceptor. All FSE's that have grease interceptors shall utilize a contracted grease hauler who has been permitted by Pinellas County, Florida. Pumping services shall include the complete removal of all contents, including floating materials, wastewater and bottom sludges and solids from the interceptor.
 - 2) *Pumping frequency.* Each FSE shall have its grease interceptor(s) pumped at a minimum frequency of once every calendar month. There shall be a minimum period of three (3) weeks between each required pumping. In addition to required monthly pumping, each Control Authority shall determine an additional or reduced frequency at which its grease interceptor(s) shall be pumped according to the performance standards outlined in the city's guidance document entitled "Design and Performance

Criteria for Grease Traps, Grease Interceptors, and Oil/water Separators".

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

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

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

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criteria:

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

of repair completion, and any other records pertaining to the oil/water separators. These records shall be made available for review upon request by the Control Authority, and shall contain the following information:

- a. The as-built drawing of the facility's plumbing system;;
- b. A copy of the current Commercial Wastewater Discharge Permit;
- c. Receipts from pumpers, plumbers, parts suppliers, etc.;
- d. Log of pumping, cleaning, and maintenance activities; and
- e. Waste oil hauler information.

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

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

Sec. 86-150. PERMITTING AND INSPECTION PROGRAM.

- (a) ***Permitting requirements.*** All FSE and automotive related enterprises shall be required to apply for and obtain a "Commercial Wastewater Discharge Permit" (CWDP) from the city. The Control Authority shall approve, deny, or approve with special conditions all applications for CWDPs in accordance with the policies and regulations established in this article. The CWDP shall be in addition to any other permits, registrations, or local business taxes which may be required by Federal, State, or local law. It shall be a

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violation of this article for any FSE or automotive related enterprise identified by the Control Authority to discharge wastewater containing fats, oils, and grease to the City of St. Pete Beach' wastewater collection and transmission system without a current CWDP.

- (b) ***Application form.*** The Control Authority shall provide an application form for a CWDP. The appropriate form shall be sent to all FSE and automotive related enterprise owners identified by the Control Authority. All establishments required under the terms of this program to obtain a CWDP shall submit a completed application form for a CWDP to the Control Authority at the address shown on the form within thirty (30) calendar day of receipt of the form.
- (c) ***Pre-permit inspection procedure.*** Once a completed application form has been received, the FSE or automotive related facility shall be inspected by the Control Authority prior to the issuance of the CWDP. During the pre-permit inspection, the information contained in the application form will be verified. The grease interceptor, grease trap, or oil/water separator will be inspected. If all information is verified and the grease interceptor, grease trap, or oil/water separator is in proper working condition, a CWDP will be issued. Additionally, for FSE's, a copy of the Control Authority's information document entitled "Best Management Practices for the Control of Fats, Oils, and Grease", hereby incorporated by reference, will be issued. If the grease interceptor, grease trap, or oil/water separator requires any maintenance or repairs, or incorrect information has been submitted in the application, the Control Authority shall provide a written notice to correct any deficiencies, including a required time schedule for repairs to be completed prior to a second pre-permit inspection. (Second pre-permit inspections shall be performed after sufficient time to make corrections is provided to allow for corrective action by the establishment to occur. If the facility is not in compliance at the second pre-permit inspection or any subsequent pre-permit inspection,, a charge as outlined in "Appendix A" of the City's fee scheduled will be assessed. During the pre-permit inspection process program staff will record all pertinent information required to justify the recuperation of costs incurred by the city for re-inspections.
- (d) ***Commercial Wastewater Discharge Permit (CWDP).*** The following criteria shall apply to all CWDPs:
 - 1) Each CWDP shall be effective for a period not to exceed two (2) years and shall have an effective and an expiration date;
 - 2) The CWDP must be displayed in a conspicuous place where it can be seen by the staff of the establishment;
 - 3) The CWDP shall be issued to a specific user for a specific operation. CWDP's may vary in content and requirements depending on the classification of the FSE or automotive related enterprise and the type(s) of oil and grease removal device(s) installed. A CWDP shall not be transferred or sold to a new owner under any circumstances. A new owner of a FSE or automotive related enterprise is required to apply for a new CWDP;
 - 4) The Control Authority shall provide the establishment with a CWDP renewal

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application sixty (60) days prior to the existing permit expiration date;

- 5) An application for renewal of the CWDP shall be submitted at least thirty (30) days prior to the expiration date of the existing CWDP by each applicant wishing to continue to discharge into the city's WWCS. Failure to submit a application in a timely manner shall be in violation of this article;
 - 6) The terms and conditions of the CWDP are subject to modification by the Control Authority during the term of the permit, if conditions or requirements in this article are modified. The user shall be informed of any proposed changes in the issued permit at least sixty (60) days prior to the effective date of the change(s). Any changes or new conditions in the CWDP shall include a reasonable schedule for achieving compliance; and
 - 7) If the establishment changes or expands its scope of service, which will result in a discharge flow change, then a new permit application shall be filed.
- (e) **Right of entry.** Each FSE and automotive related enterprise shall allow the Control Authority and other duly authorized employees or agents of the city, bearing proper credentials and identifications, access at all reasonable times to all parts of the premises for the purpose of inspection, observation, records examination, measurement, sampling, and testing in accordance with the provisions of this article. The refusal of any FSE or automotive related enterprise to allow the Control Authority entry to or upon the facility's premises for purposes of system inspection, sampling effluents, or inspecting and copying records or performing such other duties as shall be required by this article shall constitute a violation of this article.
- (f) **Inspection.** All FSE's and automotive related facility's shall be inspected as follows:
- 1) *Pre-permit inspection.* Pre-permit inspections shall be conducted by the Control Authority as outlined in subsection (c) above.
 - 2) *Routine Inspections.* The Control Authority shall inspect FSE's and automotive related facility's on both an unscheduled and unannounced basis or on a scheduled basis after a CWDP has been issued to verify continued compliance with the requirements of this article. The Control Authority shall also determine if the practices contained in the "Best Management Practices for the Control of Fats, Oils, and Grease", issued to food service establishments, have been implemented. Inspections may include all equipment, food processing and storage areas and may include a review of the processes that produce wastewater discharged from the facility through the grease interceptor, grease trap, or oil/water separator. The Control Authority shall also inspect the grease interceptor, grease trap, or oil/water separator and may check the level of the grease interceptor, grease trap, or oil/water separator contents and/or take samples as necessary. The Control Authority shall record all observations in a written report. Any deficiencies shall be noted, including but not limited to:
 - a. Failure to properly maintain the grease interceptor, grease trap, or oil/water separator in accordance with the provisions of the CWDP and this article; or

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

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

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

Sec. 86-151. GREASE WASTE HAULER REQUIREMENTS.

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

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

- 1) It shall be unlawful for any identified grease waste hauler to clean or pump out grease interceptors within the city's sanitary sewer service area without a current Pinellas County "Grease Waste Hauler Permit" that is currently on file.
- (b) ***Grease waste hauler requirements.*** Grease waste haulers collecting, pumping, or transporting grease interceptor waste from FSEs located within the city's sanitary sewer area shall adhere to the following:
 - 1) All grease interceptors shall be pumped completely empty. Excessive solids shall be

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scraped from the walls and baffles, and inlet, outlet, and baffle ports shall be cleared. The re-introduction of gray water shall be strictly prohibited.

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

Sec. 86-152. CHARGES.

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

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

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

(a) Code Enforcement Actions.

- (1) Violations of this article shall be enforced as code violations under **Article IX, Chapter 22** of the Code of Ordinances.
- (2) The Director, Operations Manager, and Project Mangers of the ~~Public Services~~ Works Department are designated code inspectors for the purpose of enforcing this article.

(b) Duties of the Control Authority.

- (1) *Administrative rules.* The director shall establish administrative rules for the enforcement of this article consistent with this article which shall be contained in the Department's Enforcement Response Plan for Commercial User Non-Compliance (ERP). The ERP and any amendments to the ERP shall be approved by resolution of the Board of Commissioners.
- (2) *Recommended compliance periods.* The director or their designee shall establish recommended compliance periods by which various types and categories of violations must be corrected.
 - a. The recommended compliance periods shall be used by code inspectors to calculate the date by which a violation must be corrected. Code inspectors are authorized to deviate from the recommended compliance periods in cases of emergency, where unique conditions and circumstances warrant otherwise, when necessary to protect public health or safety, the environment or the WWCS, or when no recommended compliance period has been established for the violation. In such cases the code inspector shall consider the seriousness of the violation, the immanency of any threat to public health or safety, the environment or the WWCS, and the length of time it would reasonably require to correct the violation in determining the compliance period and establishing a date when the violation must be corrected.
 - b. The recommended compliance periods shall be used by any person prosecuting a violation of this article before the Special Magistrate in making a recommendation to the board regarding an appropriate period of time to allow a violator to remedy a violation. A person prosecuting a violation of this article before the code enforcement board is authorized to deviate from the recommended compliance periods in cases of emergency, where unique conditions and circumstances warrant otherwise, when necessary to protect public health or safety, the environment or the WWCS, or when no recommended compliance period has been established for the violation. In such cases the person prosecuting a violation of this article shall consider the seriousness of the violation, the immanency of any threat to public health or safety, the environment or the WWCS, and the length of time it would reasonably require to correct the violation in determining the compliance period

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to recommend to the board.

- (3) *Schedule of recommended fines.* The director shall establish a schedule of recommended fines for violations under this article. The schedule of recommended fines shall be contained in the department's ERP, and shall be approved by resolution of the Board of Commissioners. In establishing a schedule of recommended fines, the director shall consider the seriousness of the violation, whether the violation poses a threat to public health or safety, the environment or the WWCS, the immanency of any such threat, and whether the violation is a repeat violation. The schedule of recommended fines shall be used by any person prosecuting a violation of this article in making a recommendation to the code enforcement board regarding the appropriate fine to assess against a violator. A person prosecuting a violation of this article is authorized to deviate from the schedule of recommended fines in cases of emergency, where unique conditions and circumstances warrant otherwise, when necessary to protect public health or safety, the environment or the WWCS, or when no recommended fine has been established for the violation. In such cases the person prosecuting a violation of this article shall consider the factors set forth in this section in determining the fine to recommend.
- (c) **Violations.** A notice of violation (NOV) may be issued to an establishment for any one or more of the following reasons:
 - (1) Failure to properly maintain the grease interceptor, grease trap, or oil/water separator in accordance with the provisions of the CWPD and this article; or
 - (2) Failure to report significant changes in operation, or wastewater constituents and characteristics; or
 - (3) Failure to maintain a file of records on-site at all times; or
 - (4) Failure to maintain a record of pumping activities; or
 - (5) Failure to provide logs, files, records, or access for inspection or monitoring activities; or
 - (6) Failure to apply for or renew a CWDP as required by this article in a timely manner; or
 - (7) Any other failure to comply with the requirements of this article or conditions of a CWDP.
- (d) **Notice of violation.** A notice of violation under this article shall:
 - (1) State the date the violation was discovered,
 - (2) State the address where the violation occurred,
 - (3) State a clear description of the violation,
 - (4) State the specific sections of this article which are being violated,
 - (5) Describe in clear terms of the actions necessary to correct or contest the violation,

- (6) State the date by which the violation must be corrected,
- (7) State the name and address of the person issuing the notice, and
- (8) Advise the violator of potential fines and penalties which can be imposed if the violation is not corrected and enforcement actions which the department can pursue if the violation is not corrected within the compliance period.

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

(e) ***Compliance schedule.***

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

(f) ***Cease and desist orders.***

- (1) When the director or his designate finds that an FSE or an automotive related enterprise is violating the provisions of this article and that such violation poses an imminent and significant threat to public health or safety, the environment or the WWCS, he or she may issue a cease and desist order to the violator directing that the violator immediately cease and desist all such violations and take such other actions as are reasonably necessary to promptly alleviate the threat.
- (2) The cease and desist order shall be in writing and describe the violation and the steps necessary to alleviate the violation. The cease and desist order shall be served on the violator by facsimile, hand delivery or certified mail.
- (3) Failure of the violator to promptly comply with the cease and desist order shall be grounds for the director to immediately suspend the violator's utility service.
- (4) Nothing in this section shall prevent the director or his designate from taking any

other action against the violator authorized by this article.

(g) ***Emergency suspension of discharge.***

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

(h) ***Permit revocation.***

- (1) Any CWDP issued under the provisions of this article is subject to modification, suspension, or revocation in whole or in part during the effective period for cause shown including, but not limited to, any one of the following:
 - a. Falsification of any information submitted as part of the application for the CWDP; or
 - b. Failure to comply with any requirement or regulation concerning discharges to the city's WWCS as provided in Sec. 86 of [the] City Code, or any amendments thereto; or
 - c. Failure to comply with any requirement or regulation contained in this article; or
 - d. Failure to pay charges required by this article, fines, or any assessed surcharges in a timely manner; or
 - e. When necessary to protect the public health, safety, or welfare and the integrity of the environment.
- (2) In the event the Control Authority determines it is necessary to modify, suspend or revoke in whole or in part a CWDP, the Control Authority shall provide notice and an explanation of its intended action to CWDP holder by personal service or registered mail. Such notice shall advise the CWDP holder that he or she has fourteen days from the date of the notice to file a written appeal of the decision of the Control Authority to the City Manager. The written appeal shall set forth the reason or reasons the CWDP holder contends that the Control Authority's decision is unwarranted or unjustified. As soon as practicable, the City Manager shall schedule a formal hearing with the CWDP holder to provide the CWDP holder an opportunity to be heard on the decision of the Control Authority. Thereafter, the City Manager shall issue a written decision which may affirm, deny or modify the decision of the Control

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Authority.

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

SECTION 3. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 4. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 5. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 6. Effective Date. This Ordinance shall become effective immediately upon final passage and adoption.

Underlined words constitute additions to the City of St. Pete Beach City Code, ~~striketrough~~ constitutes deletions from the original, and asterisks (***) indicate an omission from the existing text which is intended to remain unchanged.

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

Underlined words constitute additions to the City of St. Pete Beach City Code, ~~striketrough~~ constitutes deletions from the original, and asterisks (***) indicate an omission from the existing text which is intended to remain unchanged.

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

Issue Considered: Ordinance No 2017-17, amending Division 26 - Sign Ordinance of the City of St. Pete Beach Land Development Code relating to intensity and setback of electronic message boards and clarification of off-premise signage.

Date: October 10, 2017

Prepared By: Jennifer Bryla, AICP

Through: Wayne Saunders, City Manager

Summary of Issue: At the direction of the City Commission, Ordinance 2017-17 specifically clarifies appropriate setback criteria for Electronic Message Boards (EMB's) as well as a boards intensity consistent with industry standards. Staff conducted in the field research and recommending the changes that are outlined in the Ordinance. The Community Development Department has researched the industry standards for Electronic Message Boards as published in the "*Night-time Brightness Level Recommendations for On-Premise Electronic Message Centers*" updated August 2016 by the International Sign Association, Staff also conducted night-time evaluation of existing conditions for various signs within the City. Through these sources, along with an understanding of the City Commission's expectation for night lighting that is associated with Commercial Electronic Message Boards, Staff is recommending the levels that are represented in Ordinance 2017-17. Staff has also researched options for exempting local Chambers of Commerce signs from off-premise sign regulations. The results of that research is presented in the Ordinance.

On September 18th, 2016, the Planning Board held a public hearing on the ordinance and recommended approval 5-0 in favor of its passage.

Requested Motion: "I move to approve Ordinance No. 2017-17 on first reading (read title)"

Attachment: Ordinance No. 2017-17
Staff Report

**Reviewed by
City Manager:**

WS

Ordinance 2017-17

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, AMENDING THE ST. PETE BEACH LAND DEVELOPMENT CODE AS FOLLOWS: DIVISION 26 – SIGN ORDINANCE, SECTION 26.2 – DEFINITIONS, TO CLARIFY OFF-PREMISE SIGNS; SECTION 26.23 – ILLUMINATED AND ELECTRONIC MESSAGE BOARD SIGNS - TO CLARIFY INTENSITY LEVEL MEASUREMENTS AND REQUIREMENTS; TO REDUCE SETBACK FROM FRONT PROPERTY LINE; TO DEFINE IN WHICH ZONES SAID SIGNS ARE ALLOWED; PROVIDING FOR SEVERABILITY, CONFLICTS, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach recognizes the need to regulate electronic message board signs throughout the city; and

WHEREAS, the City periodically finds sections of its Land Development Code which require updating and/or amending to address the desires of the citizens and businesses of the City; and

WHEREAS, the City’s Planning Board, acting as the City’s Local Planning Agency, has reviewed this ordinance amending Section 26.23 of the Land Development Code on July 17, 2017 and found it to be consistent with the City’s adopted comprehensive plan; and

WHEREAS, the City Commission has found this ordinance to be in the best interest of the health, safety and welfare of the citizens of the city; and

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

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

SECTION 2. Division 26 – Section 26.2 – Definitions. of the City of St. Pete Beach Florida Land Development Code is hereby amended as follows:

* * * *

Off-premise sign or off-site sign means any sign relating in its subject matter to commodities, accommodations, services or activities on a premises other than the premises on which the sign is located. See also Billboard. This does not include a locally recognized non-profit Chamber of Commerce that promotes its members within the City.

SECTION 3. Section 26.23 of the City of St. Pete Beach, Florida, Land Development Code is hereby amended as follows:

Sec. 26.23 Illuminated and electronic message board signs

The following conditions and restrictions shall apply to illuminated signs.

Except as hereinafter provided in this section, illuminated signs, or illumination in show windows, display windows, in or upon any building shall have the source of light concealed from view from the exterior of the building or structure, except that where channel letters or figures are used for any sign the illumination thereof may be visible if recessed within the depth of the channel.

Electronic message board ~~Illuminated~~ signs are subject to the following maximum illumination intensity levels when measured at a distance of 50 linear feet from base of sign:

Maximum Illumination Intensity Level for electronic message board signs shall not exceed 0.3 foot candles over ambient light when measured at 50 linear feet from the base of the sign.

Type of Illumination	Located Within 500 Feet and Visible from a Residential District	Not Visible From a Residential District or Located Beyond 500 Feet of a Residential District
Direct, internal or back-lighted	28.65 0.3 foot-candles over ambient light	47.75 0.3 foot-candles over ambient light
Indirect or reflected sign	10 0.3 foot-candles over ambient light	25 0.3 foot-candles over ambient light

Internally illuminated signs or portions of a sign that are internally illuminated shall not be larger than 50 square feet in area.

No more than 32 square feet of the total allowable signage square footage may be an electronic message board sign. Electronic message board signs or portions of a sign that are electronic message boards shall not be larger than 32 square feet in area. Electronic message board signs shall only be located in a front yard or on a building front façade, and in no case shall be closer than have a minimum setback of 20 10 feet from the front yard property line. Electronic message board signs are only permitted on properties adjacent to Gulf Boulevard from 37th Avenue to 75th Avenue.

~~Internally illuminated signs shall be prohibited in all districts which do not expressly permit them in the following sections, except menu display boards may be internally illuminated when associated with a permitted drive thru restaurant.~~

Electronic message board signs, including LED-type, shall only be permitted as defined above. All other existing nonconforming electronic message board signs shall be subject to the amortization schedule set forth in Section 26.5.

No animated or flashing illumination shall be permitted.

SECTION 3. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 4. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

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

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

SECTION 7. Effective Date. This ordinance shall take effect immediately upon adoption.

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

Alan Johnson, Mayor

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

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

City Attorney
Andrew Dickman, Esq.

	St. Pete Beach City Commission 155 Corey Avenue St. Pete Beach, FL 33706 727-367-2735
10/10/17	
Item Number Ordinance #2017-17 Type of Application Amendment to the Land Development Code Applicant City of St. Pete Beach Location City wide Project Planner Jennifer Bryla, AICP Requested Action Approval of "Ordinance 2017-17" Staff Recommendation Approval Planning Board September 18, 2017 offered a recommendation of approval 5-0 (Shavlan, Ohlhaber) City Commission First Reading Oct 10, 2017 anticipated	ITEM SUMMARY: This City-initiated amendment to the Land Development Code is in response to Commission directives to further review Electronic Message Boards light intensity and appropriate setback criteria. Staff has conducted further research and is recommending the changes as outlined in the Ordinance. Language has also been added that would allow the Chamber of Commerce to continue their practice of member advertising on their street front sign. This change was included in the definition of Off-premise signs in Division 26. These requested changes are consistent with the City's Comprehensive Plan as required by FS 163.3201. PUBLIC NOTICE: Notice of public hearing has been advertised as required by State Statutes. As of the date of this report, no written comments have been received. Oral and written comments may be presented at the public hearing. COMPREHENSIVE PLAN and LAND DEVELOPMENT CODE: The proposed amendment is consistent with the City of St. Pete Beach's Comprehensive Plan. Objective 2.4 

Findings

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

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

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

Policy 2.13.3

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

The proposed amendment serves to respond to business owners initiatives and remedy outdated development patterns consistent with the Comprehensive Plan directive.

JUSTIFICATION / TECHNICAL REVIEW:

The Community Development Department has researched the industry standards for Electronic Message Boards as published in the "*Night-time Brightness Level Recommendations for On-Premise Electronic Message Centers*" updated August 2016 by the International Sign Association, Staff also conducted night-time evaluation of existing conditions for various signs within the City. Through these sources, along with an understanding of the City Commission's expectation for night lighting that is associated with Commercial Electronic Message Boards, Staff is recommending the levels that are represented in Ordinance 2017-17.

PLANNING BOARD:

The Planning Board heard a portion of the code changes at their public hearing on July 17th, 2017; Staff has added additional language, as both changes were signage issues. Those changes are indicated by underline, ~~strikethrough~~. The Planning Board heard Ordinance 2017-17 in its entirety at their September 18th hearing and provided a recommendation of approval 5-0 to the City Commission. (Shavlan, Ohlhaber)

STAFF RECOMMENDATION:

Upon review of the guiding documents for the City of St. Pete Beach, Staff recommends approval of Ordinance 2017-17.

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

Issue Considered: Resolution 2017-10, amending the 401 Plan 106763

Date: October 10, 2017

Prepared By: Colette Graston, Human Resources Administrator

Through: Wayne Saunders, City Manager

Summary of Issue: The City Commission approved changes to the benefits for the Firefighters' Retirement System and has eliminated the 401 Plan 106763. The attached agreement removes them from the plan, but leaves the General Employees in the plan.

Funding: N/A

Requested Motion: I move to approve Resolution 2017-10

Attachments: Resolution 2017-10
ICMA-RC Governmental Money Purchase Plan & Trust

**Reviewed by
City Manager:** WS

RESOLUTION 2017-10

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AMENDING THE CITY OF ST. PETE BEACH DEFINED CONTRIBUTION ICMA 401 PLAN 106763 TO REMOVE PUBLIC SAFETY EMPLOYEES AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach has employees rendering valuable services; and

WHEREAS, City Commission has approved changes to the benefits for the Firefighters' Retirement System and has eliminated the 401 defined contribution plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, THAT:

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

SECTION 2. The City Commission hereby amends ICMA 401 Plan 106763 to remove public safety employees.

SECTION 3. Effective Date. This resolution shall become effective October 9, 2017.

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

Alan Johnson, Mayor

ATTEST:

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney

ICMA RETIREMENT CORPORATION

GOVERNMENTAL MONEY PURCHASE PLAN & TRUST ADOPTION AGREEMENT



**ICMA RETIREMENT CORPORATION
GOVERNMENTAL MONEY PURCHASE PLAN & TRUST
ADOPTION AGREEMENT**

Plan Number 10- 6 7 6 3

The Employer hereby establishes a Money Purchase Plan and Trust to be known as City of St. Pete Beach
(the "Plan") in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust.

This Plan is an amendment and restatement of an existing defined contribution money purchase plan.

☒ Yes

☐ No

If yes, please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

City of St. Pete Beach - Plan 106763

I. Employer: City of St. Pete Beach

II. Effective Dates

- ☒ 1. **Effective Date of Restatement.** If this document is a restatement of an existing plan, the effective date of the Plan shall be January 1, 2007 unless an alternate effective date is hereby specified: October 9, 2017

(Note: An alternate effective date can be no earlier than January 1, 2007.)

- ☐ 2. **Effective Date of New Plan.** If this is a new Plan, the effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified:

3. **Special Effective Dates.** Please note here any elections in the Adoption Agreement with an effective date that is different from that noted in 1. or 2. above.

See attached for 10-1-2012 contribution provisions

(Note provision and effective date.)

III. Plan Year will mean:

- ☐ The twelve (12) consecutive month period which coincides with the limitation year. (See Section 5.03(f) of the Plan.)
- ☒ The twelve (12) consecutive month period commencing on October 1 and each anniversary thereof.

IV. Normal Retirement Age shall be age 59.5 (not to exceed age 65).

Important Note to Employers: Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. An age under 55 is presumed not to satisfy this requirement, unless the Commissioner of Internal Revenue determines that the facts and circumstances show otherwise.

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, applies in the case of a plan where substantially all of the participants in the plan are qualified public safety employees within the meaning of section 72(t)(10)(B) of the Code, in which case an age of 50 or later is deemed not to be earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

V. ELIGIBILITY REQUIREMENTS

1. The following group or groups of Employees are eligible to participate in the Plan:

- ☐ All Employees
- ☐ All Full Time Employees
- ☐ Salaried Employees
- ☐ Non union Employees
- ☐ Management Employees
- ☐ Public Safety Employees
- ☒ General Employees
- ☐ Other Employees (Specify the group(s) of eligible employees below. Do not specify employees by name. Specific positions are acceptable.) _____

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment. **Note:** As stated in Sections 4.07 and 4.08, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. The Employer hereby waives or reduces the requirement of a twelve (12) month Period of Service for participation. The required Period of Service shall be (write N/A if an Employee is eligible to participate upon employment) N/A.

If this waiver or reduction is elected, it shall apply to all Employees within the Covered Employment Classification.

3. A minimum age requirement is hereby specified for eligibility to participate. The minimum age requirement is 18 (not to exceed age 21. Write N/A if no minimum age is declared.)

VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option B is chosen, please complete section C.)

- ☒ A. Employer Contributions. The Employer shall contribute on behalf of each Participant UP TO 5 % of Earnings or \$ _____ for the Plan Year (subject to the limitations of Article V of the Plan).

Mandatory Participant Contributions

☒ are required ☐ are not required

to be eligible for this Employer Contribution.

- ☒ B. Mandatory Participant Contributions for Plan Participation.

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

☐ Yes

☐ No

Employee Opt-In Mandatory Contributions. Each Employee eligible to participate in the Plan shall be given the opportunity to irrevocably elect to participate in the Mandatory Participant Contribution portion of the Plan by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

☒ Yes ☐ No

Contribution Schedule.

- (i) _____ % of Earnings,
(ii) \$ _____, or
(iii) a whole percentage of Earnings between the range of 1% - 5% (*insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)*), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions¹ (pick up is required if Option A is not selected).

☒ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)

- ☒ C. Election Window (Complete if Option B is selected):
Newly eligible Employees shall be provided an election window of 30 days (no more than 60 calendar days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to contribute as follows:

- ☐ A. Fixed Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant _____ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed _____ % of Earnings or \$ _____. Under this option, there is a single, fixed rate of Employer contributions, but a Participant may decline to make the required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant's behalf in that Plan Year.
- ☐ B. Variable Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):
_____ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Participant contributions exceeding _____ % of Earnings or \$ _____);

¹ Neither an IRS advisory letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

PLUS _____% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate _____% of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____% of Earnings, whichever is _____ more or _____ less.

3. Each Participant may make a voluntary (unmatched), after tax contribution, subject to the limitations of Section 4.05 and Article V of the Plan:

☐ Yes ☒ No (***"No" is the default provision under the Plan if no selection is made.***)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

BI-WEEKLY

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

BI-WEEKLY

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

- A. Plan contributions will be made based on differential wage payments:

☐ Yes ☒ No (***"Yes" is the default provision under the Plan if no selection is made.***)

If yes is selected, this is effective beginning January 1, 2009 unless another later effective date is filled in here:

- B. Participants who die or become disabled will receive Plan contributions with respect to such service:

☐ Yes ☒ No (***"No" is the default provision under the Plan if no selection is made.***)

If yes is selected, this is effective for participants who died or became disabled while performing qualified military service on or after January 1, 2007, unless another later effective date is filled in here:

VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime
☐ Yes ☒ No
2. Bonuses
☐ Yes ☒ No
3. Other Pay (specifically describe any other types of pay to be included below)
Base pay only

VIII. ROLLOVER PROVISIONS

1. The Employer will permit rollover contributions in accordance with Section 4.12 of the Plan:
☐ Yes ☒ No (*"Yes" is the default provision under the Plan if no selection is made.*)
2. Direct rollovers by non-spouse beneficiaries are effective for distributions after 2006 unless the Plan delayed making them available. If the Plan delayed making such rollovers available, check the box below and indicate the later effective date in the space provided.

☐ Effective Date is _____.

(Note: Plans must offer direct rollovers by non-spouse beneficiaries no later than plan years beginning after December 31, 2009.)

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply unless another method has been indicated below.
☐ Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any excess amounts, in a manner that precludes Employer discretion.)
2. The Limitation Year is the following 12 consecutive month period: _____
3. Unless the Employer elects a delayed effective date below, Article 5 of the Plan will apply to limitations years beginning on or after July 1, 2007. _____

(The effective date listed cannot be later than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the plan that begins on or after July 1, 2007.)

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percent – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

Period of Service Completed	Percent Vested	
Zero	0	%
One	0	%
Two	0	%
Three	0	%
Four	0	%
Five	100	%
Six		%
Seven		%
Eight		%
Nine		%
Ten		%

XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a participant attains (select one of the below options):

- ☒ Normal Retirement Age
☐ Age 70½ (*"70½" is the default provision under the Plan if no selection is made.*)
☐ Alternate age (after Normal Retirement Age): _____
☐ Not permitted at any age

2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.

- ☐ Yes ☐ No (*"Yes" is the default provision under the plan if no selection is made.*)

3. Tax-free distributions of up to \$3,000 for the direct payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan.

- ☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

4. In-service distributions of the Rollover Account are permitted under the Plan, as provided in Section 9.07.

- ☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:

- ☒ Yes ☐ No (*"No" is the default provision under the Plan if no selection is made.*)

XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

- ☒ 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
- ☐ 2. Beneficiary Spousal Consent Election (Article XII). The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (*"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.*)
- ☐ 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If C is selected, the spousal consent requirements in Article XII also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected.

The following group of Employees shall be eligible for Final Pay Contributions:

- ☐ All Eligible Employees
- ☐ Other: _____

Final Pay shall be defined as (select one):

- ☐ A. Accrued unpaid vacation
- ☐ B. Accrued unpaid sick leave
- ☐ C. Accrued unpaid vacation and sick leave
- ☐ D. Other (*insert definition of Final Pay – must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave*):

- ☐ 1. **Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant _____ % of Final Pay to the Plan (subject to the limitations of Article V of the Plan).
- ☐ 2. **Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute ____ % (insert fixed percentage of final pay to be contributed) or up to _____% (insert maximum percentage of final pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for accrued unpaid leave contributions annually if either 1 or 2 is selected below.

The following group of Employees shall be eligible for Accrued Leave Contributions:

- ☐ All Eligible Employees
- ☐ Other: _____

Accrued Leave shall be defined as (select one):

- ☐ A. Accrued unpaid vacation
- ☐ B. Accrued unpaid sick leave
- ☐ C. Accrued unpaid vacation and sick leave
- ☐ D. Other (insert definition of accrued leave that is bona fide vacation and/or sick leave):

- ☐ 1. **Employer Accrued Leave Contribution.** The Employer shall contribute as follows (choose one of the following options):

- ☐ For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant the unused Accrued Leave in excess of _____ (insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).
- ☐ For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant _____% of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

- ☐ 2. **Employee Designated Accrued Leave Contribution.**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute _____% (insert fixed percentage of accrued unpaid leave to be contributed) or up to _____% (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

- XV. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

- XVI. The Employer understands that this Adoption Agreement is to be used with only the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust. This ICMA Retirement Corporation Governmental Money Purchase Plan and Trust is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on April 2, 2012, and received approval on March 31, 2014.

The Plan Administrator hereby agrees to inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

- XVII. The Employer hereby appoints the ICMA Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST.

The Employer hereby agrees to the provisions of the Plan and Trust.

XVIII. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

XIX. An adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code to the extent provided in applicable IRS revenue procedures and other official guidance.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this _____ day of _____, 20_____.

EMPLOYER

ICMA RETIREMENT CORPORATION
777 North Capitol St., NE Suite 600
Washington, DC 20002
800-326-7272

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Attest: _____

Attest: _____



ICMA RETIREMENT CORPORATION
777 NORTH CAPITOL STREET, NE | WASHINGTON, DC 20002-4240
800-669-7400
WWW.ICMARC.ORG
BRC000-214-21268-201405-W1303