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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, November 12, 2019
6:00 PM

Call to Order
Pledge of Allegiance
Good of the Order
Roll Call

REGULAR MEETING

1. **Presentations** - Presentations shall be limited to 5 minutes for non-city government related items.
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.
4. **Consent**
 - a. **Request approval of the special event application request for road closure on Pass-a-Grille Way and 8th Ave on December 7, 2019 for the Pass-a-Grille Boat Parade.**
 - b. **Request approval of the special event application for a beach fire on Pass-A-Grille beach December 12, 2019.**
 - c. **Request approval of the applications for CABA's 2020 events and street closures: Seafood Festival, Mardi**

Gras, St Patrick's Day, Crabfest, (5) Summer Series events.

- d. Request approval of the proposal from Hall-Mark RTC in the amount of \$181,500, for the purchase of a Rescue Vehicle (Rescue 23) with funding provided by Pinellas County EMS Authority.**

5. Action Items

- a. Request Approval of Change Order #5 to the purchase agreement with Gibbs & Register, Inc. for Blind Pass Road Reconstruction from 75th Ave to Gulf Blvd in the amount of \$294,355.84.**
- b. Request approval of Change Order #18 to the purchase agreement with Gibbs & Register, Inc. for the Pass-A-Grille Way Reconstruction from 1st Avenue to 19th Avenue in the amount of \$149,369.32.**
- c. Request approval of Change Order #19 to the purchase agreement with Gibbs & Register, Inc. for the Pass-A-Grille Way Reconstruction from 1st Avenue to 19th Avenue in the amount of \$106,992.52.**
- d. Request approval of the cost estimates from Rowland, Inc., under the existing On-Call Civil & Large Pipeline Contractor Services Agreement, for Boca Ciega Isle Dr. stormwater improvements, reclaimed water service line replacements, and street resurfacing, in the amount of \$869,453.00.**
- e. Request approval of the Service Agreement with Waste Connections, Inc. for City Wide Solid Waste Services.**

6. Ordinances

- a. Ordinance 2019-16, Final Reading and Public Hearing of an ordinance relating to Customary Use of Beaches and Public Access.**
- b. Ordinance 2019-XX; Authorizing the issuance of a bank loan not to exceed \$6,7000,000 to fund the Police Officers' Retirement System pension liabilities.**
- c. Ordinance 2019-XX, First Reading and Public Hearing of an Ordinance Relating to the term "pervious", vegetative ground covers and nonvegetative material.**
- d. Ordinance 2019-XX, First Reading and Public Hearing of an Ordinance Relating to Nonconforming structures that would allow for ordinary repairs and maintenance.**

- e. Ordinance 2019-XX, First Reading and Public Hearing of an Ordinance Relating to Variances and providing for Practical Difficulty and Administrative Variances.**
- f. Ordinance 2019-XX, First Reading and Public Hearing of an Ordinance Relating to Appeals of the City Manager and to provide for an internal remedy to Board of Adjustment actions.**

7. Resolutions – No items submitted at this time.

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

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

10. 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 special event application for road closure on Pass-a-Grille Way and 8th Ave on December 7, 2019 for the Pass-a-Grille Boat Parade

Date: November 12, 2019

Prepared By: Jennifer McMahon, Parks and Recreation Director

Through: Alex Rey, City Manager

Summary of Issue: Debbie Davis is requesting to close Pass-a-Grille Way from 7th Ave to 9th Ave and 8th Ave from Alley to Pass-a-Grille Way from 3-9pm on December 7, 2019 for the PAG boat parade event. Activities will be occurring in that area, so for safety reasons they would like to close that section of the road during the event.

Funding: 001-5701-521-5325

Requested Motion: “I move to approve the special event application for road closures on December 7, 2019 for the Pass-a-Grille Boat Parade.

Attachments: Event application and map

**Reviewed by
City Manager:** 
AR



City of St. Pete Beach Recreation
Department
Event Application

Applicant

Name of Applicant: Debbie Davis Title (if applicable): _____

Name of Organization (if applicable): Pieces of Eighth Association

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

Mailing Address: 103 10th Avenue, St. Pete Beach, FL 33706

Cell Phone: 727-743-8706 Email: pagdebbie@tampabay.rr.com

Event Information

Event Title: PAG/Vina del Mar Boat Parade Event/Organization Web Address: _____

Event Location(s): 801 Pass-a-Grille Way St. Pete Beach, FL 33706

If location is private property, a letter giving permission for the event to take place on the property must be included with the application.

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>12-07-19</u>	<u>Saturday</u>	<u>4:00 pm</u>	<u>9:00 pm</u>

Set Up Date(s): <u>12-07-19</u>	Time(s) <u>3:00 pm</u> to <u>4:00 pm</u>
Cleanup Date(s): <u>12-07-19</u>	Time(s) <u>9:00 pm</u> to <u>10:00 pm</u>

Description of Event: Annual Pass-a-Grille/Vina del Mar Lighted Boat Parade

Will this be an Annual Event? ☒ Yes ☐ No If yes, next year's date(s): 12-05-19

Event Logistics

Estimated Attendance 500
(includes event crew, participants, and spectators) This Year Last Year (if Applicable)

List all event activities: Santa at the seahorse, Fire fighters cooking

Electricity Needed ☐ Yes ☒ No Source: _____

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

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

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) the parade, boats on the water

Parking Plan (please be detailed and include on site map): none

Food and Beverage:

Will alcohol be served or sold? ☐ Served ☐ Sold ☒ No Alcohol
Will there be food trucks? ☐ Yes ☒ No

All food trucks must be registered with the city.

If yes, please list the truck/trailer vendors

1. _____ St Pete Beach Food Truck Permit # _____
2. _____ St Pete Beach Food Truck Permit # _____
3. _____ St Pete Beach Food Truck Permit # _____
4. _____ St Pete Beach Food Truck Permit # _____
5. _____ St Pete Beach Food Truck Permit # _____

If you need additional space to list more food trucks please attached an additional sheet listing name of truck and the permit number.

Other Food Vendors that are not a truck or trailer: an outdoor cooking permit is required for those listed below. Please include the outdoor cooking permit application/s with the event permit

St Pete Beach Firemen

List all other vendors (art, crafts, clothes, etc) none

Event Equipment – All equipment below other than a 10x10 tent requires a temporary structure permit. Please include the temporary structure permit for each piece of equipment listed below with the event application.

Tents *use list number of tents and size of each and include location on the site plan.*
none

Stage/Platforms: Please list dimensions, scaffolding, etc and include location on the site plan
none

Vehicle on the Beach Permits

Do you need to have a vehicle on the beach for your event? ☐ Yes ☒ No
If Yes, please include a vehicle on the beach permit application with the event application

Street Closures

Does Event require any Road or Sidewalk Closures?



Yes



No

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

Road	Start Intersection	End Intersection	Date	Times
Pass-a-Grille Way	South side of 9th	North side of 7th	12-07-19	3:00- 9:00pm
8th Avenue	from PAG Way	to Alley at Seahorse	12-07-19	3:00 to 9:00p

Signage/Banners – Please list number, size and placement of each banner that you plan to use to promote the event. If a banner over 75th Ave, a FDOT permit is required and request must be made at least 90 days before the event.

none

City Equipment – Please indicate the number needed for your event, if none, please put a zero (0).10 Barricades Cones2 Trash Bins

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

No advertising for the event shall occur until this Special Event permit has been approved by City staff and Commission.

If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site conditions or code violation as identified by City Staff will result in revocation of the permit and/or code enforcement fines.

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

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

Debbie Davis

Print Name

Pieces of Eighth Association

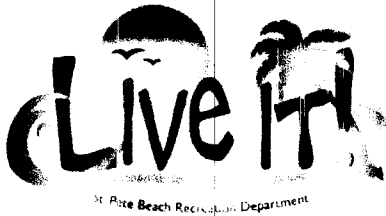
Corporation Name (if applicable)

Signature

Date



12/31/19



City of St. Pete Beach Recreation Department Event Application

Please Include:

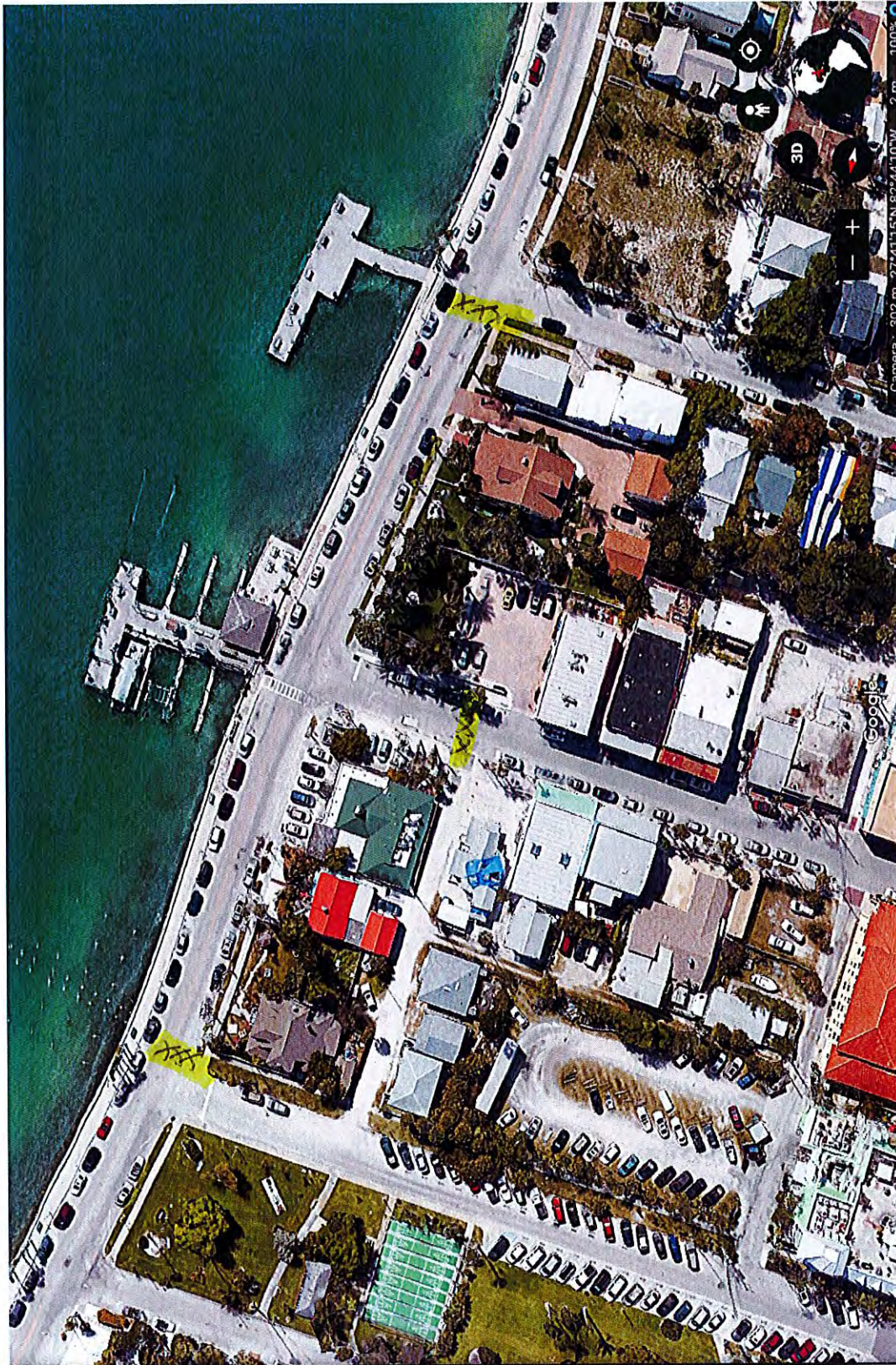
- ☐ Site Plan: Maximum Size of 8.5" x 11" including the following information
 - ☐ Location of food vendor area (s)
 - ☐ Tent locations and sizes
 - ☐ Location of food truck/trailers
 - ☐ Location of stage
 - ☐ Fuel storage/dispensing areas
 - ☐ Emergency access routes for LEO and Fire
 - ☐ Location of vending booths
 - ☐ Location of fire extinguishers & other life safety equipment
 - ☐ Description of sound amplification facilities or equipment
 - ☐ Location of alcoholic beverage consumption areas and vending
 - ☐ Location of Generators
 - ☐ Identify any fences/gates around the event
 - ☐ Table, chair and equipment layout
 - ☐ Location of portable restrooms
- ☐ Traffic & Parking Plan
- ☐ Safety Plan
- ☐ Certificate of Insurance
- ☐ Outdoor Cooking Permit Application (if applicable)
- ☐ Temporary Structure Permit Application (if applicable)
- ☐ Vehicle on the Beach Permit Application (if applicable)
- ☐ Beach Fire Permit Application (if applicable)
- ☐ Tax Exempt Documentation (if applicable)
- ☐ Non-Profit Documentation (if applicable)

Please send application to:

**City of St. Pete Beach
Jennifer McMahon, Recreation Director
155 Corey Ave
St. Pete Beach, FL 33706**

**Or email to: Rddirector@stpetebeach.org
727-363-9274 or fax at 727-363-9246**

PAG Boat Parade Road Closure: Pass-a-Grille Way just north of 7th Ave to the south side of 9th Ave and 8th Ave from Pass-a-Grille Way to alley by the Seahorse



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

Issue Considered: Request approval of the special event application for a beach fire on Pass-A-Grille beach December 12, 2019.

Date: November 12, 2019

Prepared By: Jennifer McMahon, Parks and Recreation Director

Through: Alex Rey, City Manager

Summary of Issue: Pass-a-Grille Community Association is requesting to have their annual beach fire on public beach on December 12, 2019 from dusk until 10pm. Also, at this event is singing, hot chocolate and cookies. The beach fire would be located on the beach at 15th Ave. The exact location will be determined by the organizer and SPB Fire Department. The event was approved for co-sponsorship from the city to provide assistance in digging the hole and moving pallets on the beach. Beach fires on public beaches require approval from fire marshal, city manager and commission. Before the Fire Marshal issues a permit, she will ensure the organizers uses wood that is clean wood, no nails on pallets, hole to be a maximum 4ft in diameter, area roped off 20ft in diameter around the fire. These stipulations will be on the permit certificate once the approval is granted.

Funding: N/A

Requested Motion: "I move to approve the of special event application request for a beach fire on Pass-A-Grille Beach on December 12, 2019."

Attachments: Event application

**Reviewed by
City Manager:** 



City of St. Pete Beach Recreation Department Event Application

Applicant

Name of Applicant: Jay Anderson Title (If applicable): _____

Name of Organization (if applicable): PAGCA

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

Mailing Address: 1500 Pass-a-Grille Way

Cell Phone: 813-928-4070 Email: jay@avi575.com

Event Information

Event Title: PAGCA Bonfire Event/Organization Web Address: _____

Event Location(s): on PAG beach by 15th Ave (exact spot to be determined with organizer and fire department)

If location is private property, a letter giving permission for the event to take place on the property must be included with the application.

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>12/12/19</u>	<u>Thursday</u>	<u>dusk</u>	<u>10pm</u>
_____	_____	_____	_____
_____	_____	_____	_____

Set Up Date(s): 12/12/19 Time(s) 8am to _____

Cleanup Date(s): 12/12/19 Time(s) _____ to 11pm

Description of Event: bonfire, singing, cookies, hot chocolate

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

Event Logistics

Estimated Attendance 100 100
(includes event crew, participants, and spectators) This Year Last Year (if Applicable)

List all event activities: bonfire, singing, cookies, hot chocolate

Electricity Needed ☐ Yes ☒ No Source: _____

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

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

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) n/a

Parking Plan (please be detailed and include on site map): on street parking - many walk from homes

Food and Beverage:

Will alcohol be served or sold? ☐ Served ☐ Sold ☒ No Alcohol
Will there be food trucks? ☐ Yes ☒ No

All food trucks must be registered with the city.

If yes, please list the truck/trailer vendors

1. N/A St Pete Beach Food Truck Permit #
2. St Pete Beach Food Truck Permit #
3. St Pete Beach Food Truck Permit #
4. St Pete Beach Food Truck Permit #
5. St Pete Beach Food Truck Permit #

If you need additional space to list more food trucks please attached an additional sheet listing name of truck and the permit number.

Other Food Vendors that are not a truck or trailer: **an outdoor cooking permit is required for those listed below. Please include the outdoor cooking permit application/s with the event permit**

N/A

List all other vendors (art, crafts, clothes, etc) N/A

Event Equipment – All equipment below other than a 10x10 tent requires a temporary structure permit. Please include the temporary structure permit for each piece of equipment listed below with the event application.

Tents: *Please list number of tents and size of each and include location on the site plan.*

Stage/Platforms: Please list dimensions, scaffolding, etc and include location on the site plan

Vehicle on the Beach Permits

Do you need to have a vehicle on the beach for your event? ☒ Yes ☐ No

If Yes, please include a vehicle on the beach permit application with the event application

Street Closures

Does Event require any Road or Sidewalk Closures?

☐

Yes

☒

No

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

Road	Start Intersection	End Intersection	Date	Times

Signage/Banners – Please list number, size and placement of each banner that you plan to use to promote the event. If requesting to hang a banner over 75th Ave, a FDOT permit is required and request must be made at least 90 days before the event.

City Equipment – Please indicate the number needed for your event, if none, please put a zero (0).

____ Barricades

____ Cones

4 Trash Bins

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

No advertising for the event shall occur until this Special Event permit has been approved by City staff and Commission.

If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site conditions or code violation as identified by City Staff will result in revocation of the permit and/or code enforcement fines.

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

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

Jay Anderson

Print Name

PAGCA

Corporation Name (if applicable)

Signature

10/31/19

Date



City of St. Pete Beach Recreation Department Event Application

Please Include:

- ☐ Site Plan: Maximum Size of 8.5" x 11" including the following information
 - ☐ Location of food vendor area (s)
 - ☐ Tent locations and sizes
 - ☐ Location of food truck/trailers
 - ☐ Location of stage
 - ☐ Fuel storage/dispensing areas
 - ☐ Emergency access routes for LEO and Fire
 - ☐ Location of vending booths
 - ☐ Location of fire extinguishers & other life safety equipment
 - ☐ Description of sound amplification facilities or equipment
 - ☐ Location of alcoholic beverage consumption areas and vending
 - ☐ Location of Generators
 - ☐ Identify any fences/gates around the event
 - ☐ Table, chair and equipment layout
 - ☐ Location of portable restrooms
- ☐ Traffic & Parking Plan
- ☐ Safety Plan
- ☐ Certificate of Insurance
- ☐ Outdoor Cooking Permit Application (if applicable)
- ☐ Temporary Structure Permit Application (if applicable)
- ☐ Vehicle on the Beach Permit Application (if applicable)
- ☐ Beach Fire Permit Application (if applicable)
- ☐ Tax Exempt Documentation (if applicable)
- ☐ Non-Profit Documentation (if applicable)

Please send application to:

City of St. Pete Beach

Jennifer McMahon, Recreation Director

155 Corey Ave

St. Pete Beach, FL 33706

Or email to: Rddirector@stpetebeach.org

[727-363-9274](tel:727-363-9274) or fax at [727-363-9246](tel:727-363-9246)

EVENT APPLICATION FEES

Up Type IA events: St Pete Beach Resident/Business that does not require site plan review, on-site inspections or other city services, does not require additional permits from other governmental agencies and will occur for not more than three consecutive days.

Type IB events: Non-Resident/Business that does require not require site plan review, on-site inspections or other city services, does not require additional permits from other governmental agencies and will occur for not more than three consecutive days.

Type IIA events: St Pete Beach Resident/Business that does require Business that does require site plan review, on-site inspections, city services and/or additional permits from other governmental agencies-

Type IIB events: Non-Resident/Business that does require Business that does require site plan review, on-site inspections, city services and/or additional permits from other governmental agencies.

Type III Events: include any event which cannot be reviewed under subparagraphs (a) or (b) of this section.

Attendance	Type IA	Type IB	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
1000+	\$100.00	\$200.00	\$750.00	\$1,000.00	TBD

OTHER FEES

Temporary Structure, Outdoor Cooking and Beach Fire permits are \$25 per permit.

Vehicle on the Beach permits is \$15Food Truck/Trailer permit is \$170 annually

Fire Department stand – by is \$125 per hour with a minimum of 3 hours (1 crew and vehicle)

St. Pete Beach City Commission Agenda Report

Issue Considered: Request approval of the applications for CABA's 2020 events and street closures: Seafood Festival, Mardi Gras, St Patrick's Day, Crabfest, (5) Summer Series events.

Date: November 12, 2019

Prepared By: Jennifer McMahon, Parks and Recreation Director

Through: Alex Rey, City Manager

Summary of Issue: The Corey Area Business Association request permission for the following street closures: The 200-400 blocks of Corey Ave, Blind Pass from alley just south of 75th to 73rd Ave, and Boca Ciega from Corey to 73rd for Seafood Festival (Jan 31-Feb 2) and Crabfest (Mar 27-29). The closures would start at 6am Friday morning until midnight Sunday night. The entrance to the post office will be left open on the very west side of the 200 block during the 3 days for patrons and mail trucks access. The 300 block for Mardi Gras (Feb 25) and St Patrick's Day (Mar 15) from 4p.m – 10 p.m. The 300 and 400 Block of Corey for Summer Series (May 16, June 20, July 18, Aug 15, and Sept 19) from 3:30p.m. – 10 p.m. In addition to the street closures CABA is requesting to have banners erected over 75th Ave announcing their Seafood and Crabfest events. The City Commission must approve their request in order to get permission from FDOT to permit the banner installation. If approved, the banners will be installed/removed as follows:
Seafood Fest (Installation 1/27/20, Removal 2/3/20)
Crabfest (Installation 3/23/20, Removal 3/30/20)

City staff held an informational meeting open to the public on Thursday, October 24 to inform the public of the impact of the street closures and the events themselves and received positive feedback at the meeting. One concern that was brought up was from TD Bank and the closure for the (2) Fridays and eliminating access to their drive thru. We are working with the event organizer to address this issue.

City staff is requesting that this annual event be approved by commission for this year and upcoming

years if no significant changes are requested other than the dates.

Requested Motion: “I move to approve CABA’s 2020 events and street closures: Seafood Festival, Mardi Gras, St Patrick’s Day, Crabfest, (5) Summer Series events.”

Attachments: Event and Banner Applications
2020 Event Listing

**Reviewed by
City Manager**

AR



City of St. Pete Beach Recreation
Department
Event Application

Applicant

Name of Applicant: YVONNE MARCUS Title (if applicable): PRESIDENT

Name of Organization (if applicable): COREY AREA BUSINESS ASSOCIATION

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

Mailing Address: PO BOX 67393

Cell Phone: 727 580 8331 Email: artexpogallery@tampabay.rr.com
W - 727 360 2953

Event Information

Event Title: MARDI GRAS CELEBRATION ON COREY AVENUE Event/Organization Web Address: www.coreyave.com

Event Location(s): 300 BLOCK COREY AVENUE

If location is private property, a letter giving permission for the event to take place on the property must be included with the application.

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>FEB 25</u>	<u>TUESDAY</u>	<u>6pm -</u>	<u>10 pm</u>
_____	_____	_____	_____
_____	_____	_____	_____

Set Up Date(s): SAME DAY Time(s) 4 pm to 6 pm
Cleanup Date(s): _____ Time(s) 10 pm to 1 AM

Description of Event: LIVE MUSIC, WET ZONE, FOOD

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

Event Logistics

Estimated Attendance 400 - 600 400 - 600
(includes event crew, participants, and spectators) This Year Last Year (if Applicable)

List all event activities: FOOD, MUSIC, WET ZONE

Electricity Needed ☒ Yes ☐ No Source: PRIVATE

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

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

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

Parking Plan (please be detailed and include on site map): LOCAL STREET

Food and Beverage:

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

Will there be food trucks? ☐ Yes ☒ No

All food trucks must be registered with the city.

If yes, please list the truck/trailer vendors

1. _____ St Pete Beach Food Truck Permit # _____
2. _____ St Pete Beach Food Truck Permit # _____
3. _____ St Pete Beach Food Truck Permit # _____
4. _____ St Pete Beach Food Truck Permit # _____
5. _____ St Pete Beach Food Truck Permit # _____

If you need additional space to list more food trucks please attached an additional sheet listing name of truck and the permit number.

Other Food Vendors that are not a truck or trailer: **an outdoor cooking permit is required for those listed below. Please include the outdoor cooking permit application/s with the event permit**

List all other vendors (art, crafts, clothes, etc) _____

Event Equipment – All equipment below other than a 10x10 tent requires a temporary structure permit. Please include the temporary structure permit for each piece of equipment listed below with the event application.

Tents: *Please list number of tents and size of each and include location on the site plan.*

Stage/Platforms: Please list dimensions, scaffolding, etc and include location on the site plan

PLATFORM 16' x 16' x 6"

Vehicle on the Beach Permits

Do you need to have a vehicle on the beach for your event? ☐ Yes ☒ No

If Yes, please include a vehicle on the beach permit application with the event application

Street Closures

Does Event require any Road or Sidewalk Closures?

☒

Yes

☐

No

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

Road	Start Intersection	End Intersection	Date	Times
COREY AVE	B' LIND PASS	BOCA CIEGA	2/25	4pm - 10pm

Signage/Banners -

City Equipment

___ Barricades

___ Cones

☒ Trash Bins

CABA MARKET BARRICADES
6

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

No advertising for the event shall occur until this Special Event permit has been approved by City staff and Commission.

If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site conditions or code violation as identified by City Staff will result in revocation of the permit and/or code enforcement fines.

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

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

YVONNE MARCUS
Print Name

Yvonne Marcus
Signature

Corporation Name (if applicable)

4/22/2019
Date

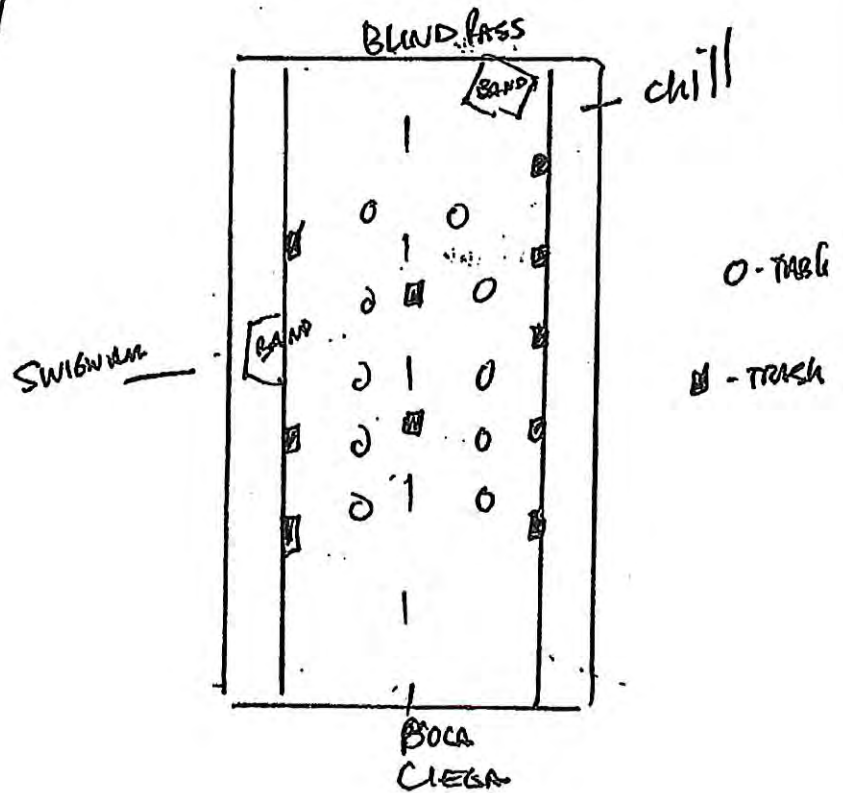
STAGE IS 8' X 16' IN FRONT OF CHILL ON STREET
SWIGWAM BAND WILL SETUP ON SIDEWALK IN FRONT
OF "SLICE OF NEW YORK"

10 TRASH CANS FROM CITY SPACED EQUALLY ON STREET

10 TABLES FOR PEOPLE TO STAND AT.

CHILL BAND 7PM - 10

SWIG BAND 3 or 4 - 7



MARDI GRAS
2020.



City of St. Pete Beach Recreation Department

Event Application

Applicant

Name of Applicant: YVONNE MARCUS Title (if applicable): PRESIDENT
Name of Organization (if applicable): CABA COREY AREA BUSINESS ASSOC.
Tax Exempt? ☒ Yes ☐ No Non-Profit? ☒ Yes ☐ NO If yes on either, please provide documentation
Mailing Address: P.O. Box 67393, SPB, FL 33736
Cell Phone: 727 580 8331 Email: artexpo.gallery@tampabay.rr.com

Event Information

Event Title: ST. PADDY'S DAY CELEBRATION Event/Organization Web Address: _____
Event Location(s): COREY AVE 300 BLOCK
If location is private property, a letter giving permission for the event to take place on the property must be included with the application.

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>MARCH 15</u>	<u>SUNDAY</u>	<u>4 pm</u>	<u>10 pm</u>
_____	_____	_____	_____
_____	_____	_____	_____

Set Up Date(s): MARCH 15 Time(s) 10 pm to 2 AM
Clean up Date(s): _____ Time(s) _____ to _____

Description of Event: STREET PARTY / WET ZONE / LIVE MUSIC /
FOOD TRUCKS

Will this be an Annual Event? ☒ Yes ☐ No If yes, next year's date(s): SUNDAY CLOSEST TO
MARCH 17

Event Logistics

Estimated Attendance 500-600 This Year N/A Last Year (if Applicable)

List all event activities: WET ZONE / LIVE MUSIC / FOOD TRUCKS /
VENDORS

Electricity Needed ☒ Yes ☐ No Source: STREET

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

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

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) LIVE MUSIC

Parking Plan (please be detailed and include on site map):

Food and Beverage:

Will alcohol be served or sold? ☐ Served ☒ Sold ☐ No Alcohol
Will there be food trucks? ☐ Yes ☐ No

All food trucks must be registered with the city.

If yes, please list the truck/trailer vendors

1. _____ St Pete Beach Food Truck Permit # _____
2. _____ St Pete Beach Food Truck Permit # _____
3. _____ St Pete Beach Food Truck Permit # _____
4. _____ St Pete Beach Food Truck Permit # _____
5. _____ St Pete Beach Food Truck Permit # _____

If you need additional space to list more food trucks please attached an additional sheet listing name of truck and the permit number.

Other Food Vendors that are not a truck or trailer: *an outdoor cooking permit is required for those listed below. Please include the outdoor cooking permit application/s with the event permit*

List all other vendors (art, crafts, clothes, etc)

Event Equipment – All equipment below other than a 10x10 tent requires a temporary structure permit. Please include the temporary structure permit for each piece of equipment listed below with the event application.

Tents: *Please list number of tents and size of each and include location on the site plan.*

1 10 X 10 TENT / SEVERAL TWO TOPS

Stage/Platforms: Please list dimensions, scaffolding, etc and include location on the site plan

16' X 16' X 6'

Vehicle on the Beach Permits

Do you need to have a vehicle on the beach for your event? ☐ Yes ☒ No

If Yes, please include a vehicle on the beach permit application with the event application

Street Closures

Does Event require any Road or Sidewalk Closures?

☐

Yes

☐

No

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

Road	Start Intersection	End Intersection	Date	Times
300 BLK COREY	BOCA CIEGA	BLIND PASS	3/15/2020	4 pm - 10 pm

Signage/Banners – Please list number, size and placement of each banner that you plan to use to promote the event. If requesting to hang a banner over 75th Ave, a FDOT permit is required and request must be made at least 90 days before the event.

NA

City Equipment – Please indicate the number needed for your event, if none, please put a zero (0).

____ Barricades (SUNDAY MARKET BARRICADES)

____ Cones

✓ Trash Bins 10

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

No advertising for the event shall occur until this Special Event permit has been approved by City staff and Commission.

If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site conditions or code violation as identified by City Staff will result in revocation of the permit and/or code enforcement fines.

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

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

YVONNE MARCUS

Print Name

Yvonne Marcus

Signature

Corporation Name (if applicable)

04/22/2019

Date

ST. PATRICKS DAY

SUNDAY
MARCH 15th 2020

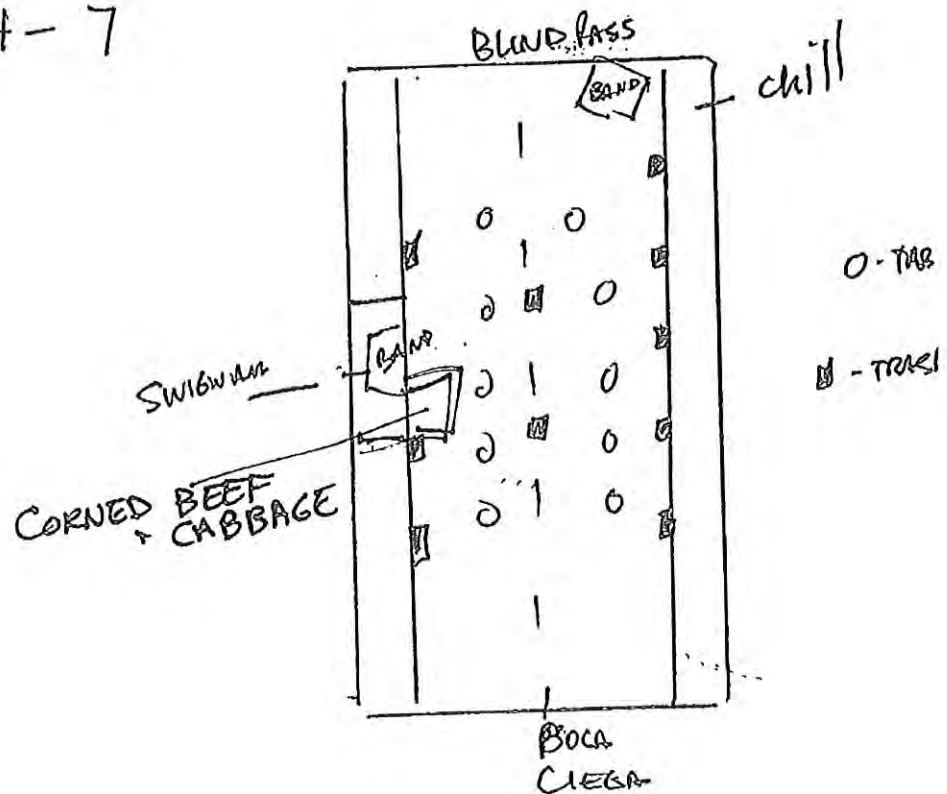
STAGE IS 8' X 16' IN FRONT OF CHILL ON STREET.
SWIGWAM BAND WILL SET UP ON SIDEWALK IN FRONT
OF "SLICE OF NEW YORK"

10 TRASH CANS FROM CITY SPACED EQUALLY ON STREET.

10 TABLES FOR PEOPLE TO STAND AT.

CHILL BAND 7PM - 10

SWIG BAND 3or 4 - 7





City of St. Pete Beach Recreation
Department
Event Application

1544
397-0018

Applicant

Name of Applicant: YVONNE MARCUS Title (if applicable): PRESIDENT

Name of Organization (if applicable): COREY AREA BUSINESS ASSOC.

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

Mailing Address: PO BOX 67393, SPB FL 33736

Cell Phone: (727) 580-8331 Email: artexpogallery@tampabay.fl.com
W = 360-2953

Event Information

Event Title: ST PETE BEACH SEAFOOD & MUSIC FESTIVAL Event/Organization Web Address: PARAGON
WWW.SeafoodFestivals.com
Event Location(s): 200, 300, 400 BLOCK COREY AVE
If location is private property, a letter giving permission for the event to take place on the property must be included with the application.

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>JAN. 31</u>	<u>FRIDAY</u>	<u>12 PM?</u>	<u>10 PM</u>
<u>FEB 1</u>	<u>SATURDAY</u>	<u>11 AM</u>	<u>10 PM</u>
<u>FEB 2</u>	<u>SUNDAY</u>	<u>11 AM</u>	<u>6 PM</u>

Set Up Date(s): THURSDAY JAN 30 Time(s) 9 PM to

Clean up Date(s): SUNDAY FEB 2 Time(s) 6 PM to 11 PM

Description of Event: LIVE MUSIC + SEAFOOD FESTIVAL

Will this be an Annual Event? ☒ Yes ☐ No If yes, next year's date(s): 1st WKND IN FEB

Event Logistics

Estimated Attendance 10,000 per day? ?
(includes event crew, participants, and spectators) This Year Last Year (if Applicable)

List all event activities: LIVE MUSIC ON STAGE, FOOD, FOOD TRUCKS, VENDORS, ALCOHOL SALES

Electricity Needed ☒ Yes ☐ No Source: STREET?

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

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

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) BANDS / STAGE

Parking Plan (please be detailed and include on site map): OFF SITE PARKING @
SP CATHOLIC H.S. w/ buses provided.

Food and Beverage:

Will alcohol be served or sold? ☐ Served ☒ Sold ☐ No Alcohol
Will there be food trucks? ☒ Yes ☐ No

All food trucks must be registered with the city.
If yes, please list the truck/trailer vendors

1. _____ St Pete Beach Food Truck Permit # _____
2. _____ St Pete Beach Food Truck Permit # _____
3. _____ St Pete Beach Food Truck Permit # _____
4. _____ St Pete Beach Food Truck Permit # _____
5. _____ St Pete Beach Food Truck Permit # _____

If you need additional space to list more food trucks please attached an additional sheet listing name of truck and the permit number.

Other Food Vendors that are not a truck or trailer: *an outdoor cooking permit is required for those listed below. Please include the outdoor cooking permit application/s with the event permit*

List all other vendors (art, crafts, clothes, etc) SEE PARAGON EVENTS.
LIST + MAP.

Event Equipment – All equipment below other than a 10x10 tent requires a temporary structure permit. Please include the temporary structure permit for each piece of equipment listed below with the event application.

Tents: *Please list number of tents and size of each and include location on the site plan.*

Stage/Platforms: Please list dimensions, scaffolding, etc and include location on the site plan

Vehicle on the Beach Permits

Do you need to have a vehicle on the beach for your event? ☐ Yes ☒ No

If Yes, please include a vehicle on the beach permit application with the event application

Street Closures

Does Event require any Road or Sidewalk Closures?

☐

Yes

☐

No

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

Road	Start Intersection	End Intersection	Date	Times
COREY AVE	MANGROVE ?	GULF BLVD		
BLIND PASS	75 th	73 rd		
BOCA CIEGA	75 th	73 rd		

Signage/Banners – Please list number, size and placement of each banner that you plan to use to promote the event. If requesting to hang a banner over 75th Ave, a FDOT permit is required and request must be made at least 90 days before the event.

75th AVE BANNER.

LIGHTED SHERIFFS SIGN AT BAYWAY

City Equipment – Please indicate the number needed for your event, if none, please put a zero (0).

☒ Barricades☒ Cones☒ Trash Bins

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

No advertising for the event shall occur until this Special Event permit has been approved by City staff and Commission.

If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site conditions or code violation as identified by City Staff will result in revocation of the permit and/or code enforcement fines.

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

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

YVONNE MARCUS, PRESIDENT

Print Name

Signature

Yvonne Marcus

Corporation Name (if applicable)

Date

4/22/2019

CABA – Street Closure for Seafood Fest (1/31-2/2) and Crabfest (March 27-29) 6am Friday – Midnight Sunday.



APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS RIGHT OF WAY

FOR FDOT USE ONLY

Permit No.:

APPLICANT INFORMATIONName of Applicant/Organization: Corey Area Business AssociationAddress: PO Box 67393, St Pete Beach, FL 33736Telephone #: 727-360-2953 Fax #: _____ E-Mail: artexpoContact person (This person will serve as the contact person for all questions concerning the banner application and placement): Jennifer McMahonAddress (if different from above): 155 Corey Ave, St Pete Beach FL 33706Telephone #: 727-363-9245 Fax #: _____ E-Mail: rddirector@stpetebeach.orgDate of Request: 10/5/2019**LOCATION AND DISPLAY PERIOD**This is a request to place ☐ pole banners ☒ street banners ☐ on the right of way of:Highway name & number: SR 693 Section 15110From (south or west limits): .096 To (north or east limits): _____

Highway name & number: _____

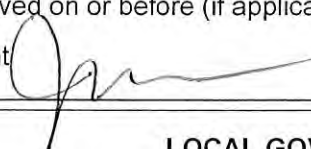
From (south or west limits): _____ To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____ To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____ To (north or east limits): _____

Projected installation date: January 27, 2020Banners will be removed on or before (if applicable): February 3, 2020Signature of Applicant
or Contact Person: Date: 10/29/19**LOCAL GOVERNMENTAL ENTITY APPROVAL**Name of Local Governmental Entity: City of St Pete BeachName of signing official (please print): Alex ReyTelephone #: 727-363-9231 Fax #: _____ E-Mail: arey@stpetebeach.org

Signature of local official: _____ Date: _____

CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT

1. Pole banners must be at least 14 ½ feet above the pavement elevation. Street banners must be a minimum of eighteen (18) feet above the pavement elevation.
2. Pole banners will clear the face of the curb (if present) by at least two (2) feet.
3. The applicant (or applicant's designee) will maintain the banners as permitted.
4. The installation of the banners will not require the installation of poles or other support devices on the right of way.
5. The applicant and sponsoring organization will hold the Florida Department of Transportation harmless to the extent allowed by the laws of Florida in all matters concerning the banners and bear all expenses for defense of claims against the Florida Department of Transportation.
6. The applicant is responsible for any damages to public property resulting from the materials or the work of this permit.
7. A sketch of the proposed banners is attached.
8. View of traffic control devices is not impeded to those served by the erection of these permitted banners.

Signature of District Permits

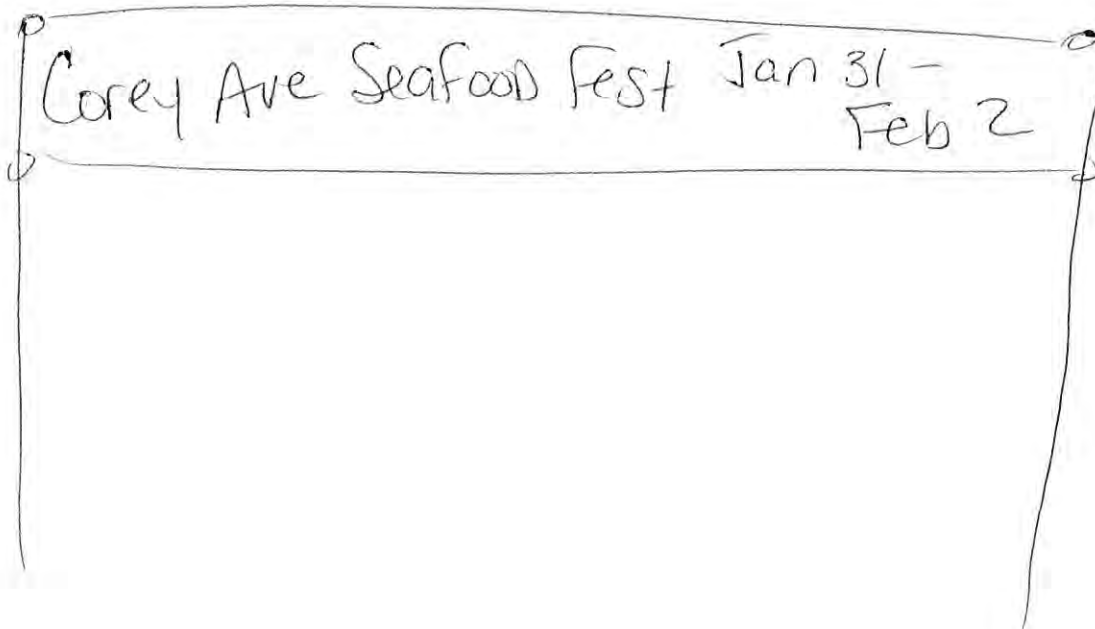
**APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS
RIGHT OF WAY****APPLICATION FOR BANNER**

AGREEMENT: By signing the reverse of this form, each applicant agrees to the provisions of Section 14-43.001(5)(d), Florida Administrative Code:

1. To the extent provided by law, the Applicant shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Applicant(s), its agents or employees arising from activities under this permit.
2. When the Department receives a notice of claim for damages that may have been caused by the Applicant in the performance of activities that arise under this permit, the Department will forward the claim to the Applicant. The Applicant and the Department will evaluate the claim and report their findings to each other within 14 working days and will discuss options in defending the claim. The Applicant shall bear all expenses for defense of claims against the Department.

REQUIRED ATTACHMENTS:

- A sketch or drawing of the banner(s), drawn to scale, including any message, logo, or emblem that will appear on the banner.
- A sketch of the specific location(s) of the banner(s), including height, location of supports, proximity to utility poles.
- Sketches, photographs, or specific descriptions of the method used to affix the banner to the support structure.
- Load rating analysis (or photocopy of previously-submitted analysis) bearing the seal of a professional engineer.





City of St. Pete Beach Recreation Department

Event Application

Applicant

Name of Applicant: YVONNE MARCUS Title (if applicable): PRESIDENT

Name of Organization (if applicable): COREY AREA BUSINESS ASSOC.

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

Mailing Address: P.O. BOX 67393, SPB FL 33736

Cell Phone: (727) 580-8331 Email: artexpogallery@tampabay.fl.com
W-360-2953

Event Information

Event Title: ST PETE BEACH GRAB MUSIC FESTIVAL Event/Organization Web Address: _____

Event Location(s): _____

If location is private property, a letter giving permission for the event to take place on the property must be included with the application.

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>MARCH 27</u>	<u>FRIDAY</u>	<u>12 PM?</u>	<u>10 PM</u>
<u>28</u>	<u>SATURDAY</u>	<u>11 AM</u>	<u>10 PM</u>
<u>29</u>	<u>SUNDAY</u>	<u>11 AM</u>	<u>6 PM</u>

Set Up Date(s): THURS MAR 26 Time(s) 9 PM to _____

Cleanup Date(s): SUNDAY MARCH 29 Time(s) 6 PM to 11 PM

Description of Event: _____

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

Event Logistics

Estimated Attendance 10,000 per day? N/A
(includes event crew, participants, and spectators) This Year Last Year (if Applicable)

List all event activities: LIVE MUSIC ON STAGE, FOOD, FOOD TRUCKS
VENDORS

Electricity Needed ☒ Yes ☐ No Source: STREET?

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

Will Dumpsters be used? ☒ Yes ☐ No If yes (include on site plan)

How Many? _____ Size: _____ Installation Date: _____ Removal Date: MONDAY
AFTER EVENT

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) LIVE BAND, STAGE

Parking Plan (please be detailed and include on site map): OFFSITE PARKING @
SP CATHOLIC HIGH SCHOOL W/ BUSES PROVIDED

Food and Beverage:

Will alcohol be served or sold? ☐ Served ☒ Sold ☐ No Alcohol
Will there be food trucks? ☒ Yes ☐ No

All food trucks must be registered with the city.

If yes, please list the truck/trailer vendors

1. _____ St Pete Beach Food Truck Permit # _____
2. _____ St Pete Beach Food Truck Permit # _____
3. _____ St Pete Beach Food Truck Permit # _____
4. _____ St Pete Beach Food Truck Permit # _____
5. _____ St Pete Beach Food Truck Permit # _____

If you need additional space to list more food trucks please attached an additional sheet listing name of truck and the permit number.

Other Food Vendors that are not a truck or trailer: *an outdoor cooking permit is required for those listed below. Please include the outdoor cooking permit application/s with the event permit*

SEE PARAGON
LIST +
MAP

List all other vendors (art, crafts, clothes, etc) _____

Event Equipment – All equipment below other than a 10x10 tent requires a temporary structure permit. Please include the temporary structure permit for each piece of equipment listed below with the event application.

Tents: *Please list number of tents and size of each and include location on the site plan.*

Stage/Platforms: Please list dimensions, scaffolding, etc and include location on the site plan

Vehicle on the Beach Permits

Do you need to have a vehicle on the beach for your event? ☐ Yes ☒ No

If Yes, please include a vehicle on the beach permit application with the event application

Street Closures

Does Event require any Road or Sidewalk Closures?

☒ Yes ☐ No

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

Road	Start Intersection	End Intersection	Date	Times
COREY	MANGROVE ?	GULF BLVD		
BLIND PASS	* 75 th	73 rd		
BOCA CIEGA	* "	73 rd		
	* FROM ALLEY			

Signage/Banners – Please list number, size and placement of each banner that you plan to use to promote the event. If requesting to hang a banner over 75th Ave, a FDOT permit is required and request must be made at least 90 days before the event.

75th Ave Banner
LIGHTED SHERIFFS SIGN – BAYWAY

City Equipment – Please indicate the number needed for your event, if none, please put a zero (0).

☒ Barricades
☒ Cones
☒ Trash Bins

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

No advertising for the event shall occur until this Special Event permit has been approved by City staff and Commission.

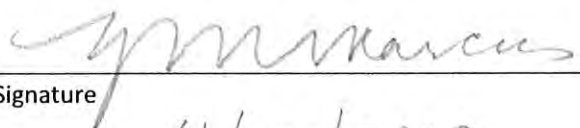
If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site conditions or code violation as identified by City Staff will result in revocation of the permit and/or code enforcement fines.

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

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

YVONNE MARCUS

Print Name



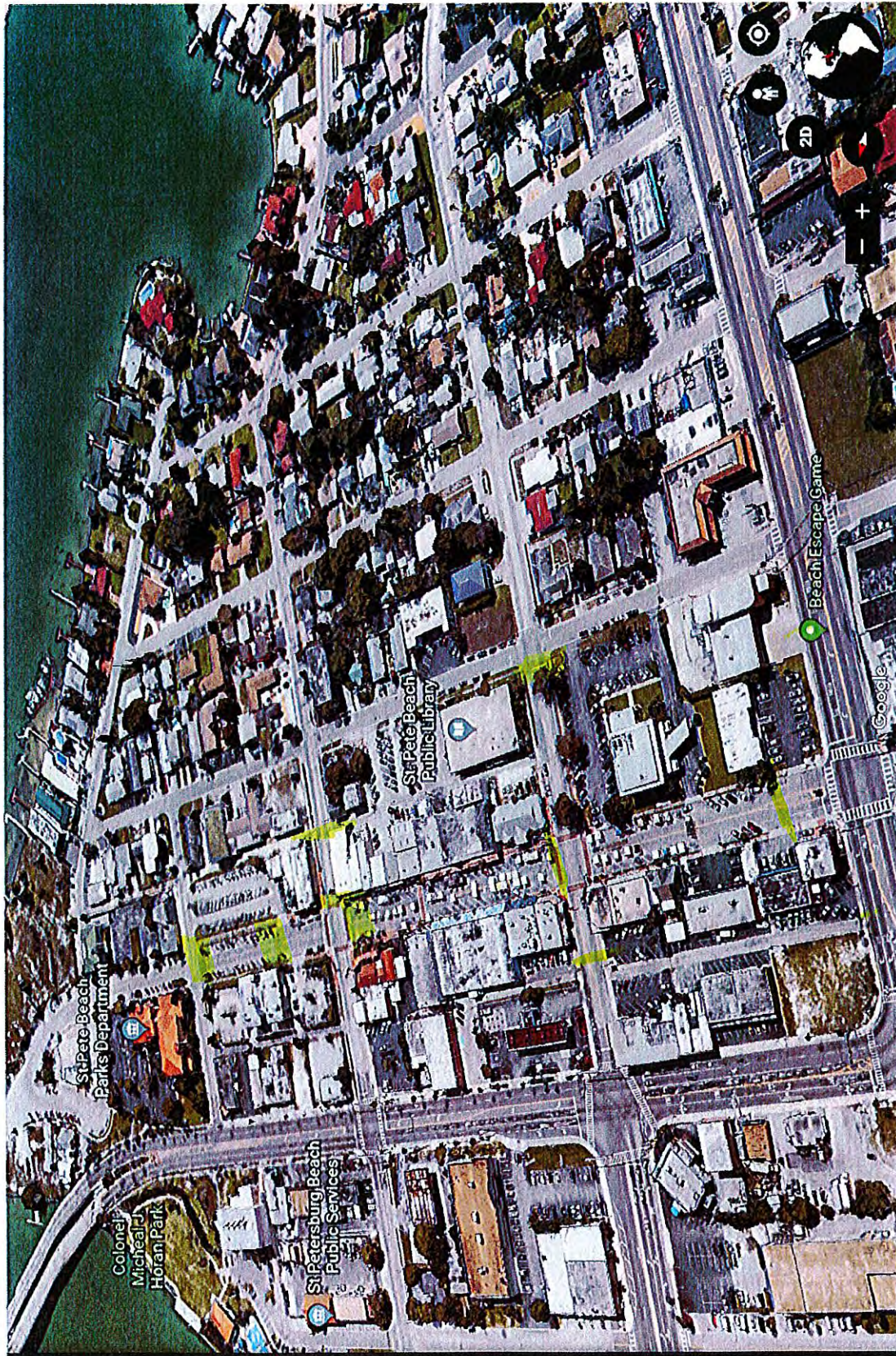
Signature

Corporation Name (if applicable)

Date

4/22/2019

CABA – Street Closure for Seafood Fest (1/31-2/2) and Crabfest (March 27-29) 6am Friday – Midnight Sunday.



APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS RIGHT OF WAY

FOR FDOT USE ONLY

Permit No.:

APPLICANT INFORMATIONName of Applicant/Organization: Corey Area Business AssociationAddress: PO Box 67393, St Pete Beach, FL 33736Telephone #: 727-360-2953 Fax #: _____ E-Mail: artexpoContact person (This person will serve as the contact person for all questions concerning the banner application and placement): Jennifer McMahonAddress (if different from above): 155 Corey Ave, St Pete Beach FL 33706Telephone #: 727-363-9245 Fax #: _____ E-Mail: rddirector@stpetebeach.orgDate of Request: 10/5/2019**LOCATION AND DISPLAY PERIOD**This is a request to place ☐ pole banners ☒ street banners ☐ on the right of way of:Highway name & number: SR 693 Section 15110From (south or west limits): .096 To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____ To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____ To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____ To (north or east limits): _____

Projected installation date: March 23, 2020Banners will be removed on or before (if applicable): March 30, 2020Signature of Applicant
or Contact Person: _____Date: 10/29/19**LOCAL GOVERNMENTAL ENTITY APPROVAL**Name of Local Governmental Entity: City of St Pete BeachName of signing official (please print): Alex ReyTelephone #: 727-363-9231 Fax #: _____ E-Mail: arey@stpetebeach.org

Signature of local official: _____ Date: _____

CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT

1. Pole banners must be at least 14 ½ feet above the pavement elevation. Street banners must be a minimum of eighteen (18) feet above the pavement elevation.
2. Pole banners will clear the face of the curb (if present) by at least two (2) feet.
3. The applicant (or applicant's designee) will maintain the banners as permitted.
4. The installation of the banners will not require the installation of poles or other support devices on the right of way.
5. The applicant and sponsoring organization will hold the Florida Department of Transportation harmless to the extent allowed by the laws of Florida in all matters concerning the banners and bear all expenses for defense of claims against the Florida Department of Transportation.
6. The applicant is responsible for any damages to public property resulting from the materials or the work of this permit.
7. A sketch of the proposed banners is attached.
8. View of traffic control devices is not impeded to those served by the erection of these permitted banners.

Signature of District Permits

**APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS
RIGHT OF WAY****APPLICATION FOR BANNER**

AGREEMENT: By signing the reverse of this form, each applicant agrees to the provisions of Section 14-43.001(5)(d), Florida Administrative Code:

1. To the extent provided by law, the Applicant shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Applicant(s), its agents or employees arising from activities under this permit.

2. When the Department receives a notice of claim for damages that may have been caused by the Applicant in the performance of activities that arise under this permit, the Department will forward the claim to the Applicant. The Applicant and the Department will evaluate the claim and report their findings to each other within 14 working days and will discuss options in defending the claim. The Applicant shall bear all expenses for defense of claims against the Department.

REQUIRED ATTACHMENTS:

- A sketch or drawing of the banner(s), drawn to scale, including any message, logo, or emblem that will appear on the banner.
- A sketch of the specific location(s) of the banner(s), including height, location of supports, proximity to utility poles.
- Sketches, photographs, or specific descriptions of the method used to affix the banner to the support structure.
- Load rating analysis (or photocopy of previously-submitted analysis) bearing the seal of a professional engineer.

Corey Ave Crabfest Mar 27-29



City of St. Pete Beach Recreation
Department
Event Application

Applicant

Name of Applicant: YVONNE MARCUS Title (if applicable): PRESIDENT

Name of Organization (if applicable): COREY AREA BUSINESS ASSOC

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

Mailing Address: PO BOX 67393 SPB FL 33736

Cell Phone: _____ Email: _____

Event Information

Event Title: COREY AVE SUMMER STREET PARTY SERIES Event/Organization Web Address: www.coreyave.com

Event Location(s): 300 BLOCK COREY AVE (POSSIBLY 400 AVE)
If location is private property, a letter giving permission for the event to take place on the property must be included with the application.

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>1X MONTHLY</u>	<u>3rd SATURDAY OF EACH MONTH</u>	<u>4:00pm OR MAY</u>	<u>SEPTEMBER</u>
			<u>10pm</u>

Set Up Date(s): SAME DAY Time(s) 3:30pm to 10 pm

Clean up Date(s): 1st Time(s) 10 pm to 1 AM

Description of Event: FOOD TRUCKS, LIVE MUSIC, NIGHT MARKET, WET ZONE

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

Event Logistics

Estimated Attendance 300 - 500 N/A
(includes event crew, participants, and spectators) This Year Last Year (if Applicable)

List all event activities: _____

Electricity Needed ☒ Yes ☐ No Source: STREET?

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

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

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

Parking Plan (please be detailed and include on site map):

Food and Beverage:

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

Will there be food trucks? ☒ Yes ☐ No

All food trucks must be registered with the city.

If yes, please list the truck/trailer vendors

1. _____ St Pete Beach Food Truck Permit # _____
2. _____ St Pete Beach Food Truck Permit # _____
3. _____ St Pete Beach Food Truck Permit # _____
4. _____ St Pete Beach Food Truck Permit # _____
5. _____ St Pete Beach Food Truck Permit # _____

If you need additional space to list more food trucks please attached an additional sheet listing name of truck and the permit number.

Other Food Vendors that are not a truck or trailer: **an outdoor cooking permit is required for those listed below. Please include the outdoor cooking permit application/s with the event permit**

SUNDAY MARKET PARTNERSHIP

List all other vendors (art, crafts, clothes, etc)

Event Equipment – All equipment below other than a 10x10 tent requires a temporary structure permit. Please include the temporary structure permit for each piece of equipment listed below with the event application.

Tents: *Please list number of tents and size of each and include location on the site plan.*

10 x 10 Tents TO BE DETERMINED

Stage/Platforms: Please list dimensions, scaffolding, etc and include location on the site plan

16' x 16' x 6"

Vehicle on the Beach Permits

Do you need to have a vehicle on the beach for your event?

☐ Yes

☒ No

If Yes, please include a vehicle on the beach permit application with the event application

Street Closures

Does Event require any Road or Sidewalk Closures?

☒ Yes ☐ NoIf yes, you must include **all the details** in the **site plan** including streets and times

Road	Start Intersection	End Intersection	Date	Times
COREY AVE	BOCA CIEGA	MID WAY ON HOV BLK	THIRD	SATURDAY OF MONTH - APRIL OR MAY - THRU SEPT.
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Signage/Banners – Please list number, size and placement of each banner that you plan to use to promote the event. If requesting to hang a banner over 75th Ave, a FDOT permit is required and request must be made at least 90 days before the event.

N/A

City Equipment – Please indicate the number needed for your event, if none, please put a zero (0).

____ Barricades SUNDAY MARKET BARRICADES (CABA'S)
____ Cones
✓ Trash Bins 10

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

No advertising for the event shall occur until this Special Event permit has been approved by City staff and Commission.

If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site conditions or code violation as identified by City Staff will result in revocation of the permit and/or code enforcement fines.

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

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

YVONNE MARCUS

Print Name

Yvonne Marcus

Signature

Corporation Name (if applicable)

4/22/2019

Date



Corey Ave 2020 Events:

Date	Event	Closure
January 31- Feb 2:	Seafood Festival	200-400 blocks of Corey & Blind Pass & Boca Ciega From Alley to 73 rd
February 25, 2019:	Mardi Gras	300 Block of Corey
March 15, 2019:	St Patrick's Day	300 block of Corey
March 27-29, 2019:	Crabfest	200-400 blocks of Corey & Blind Pass & Boca Ciega From Alley to 73 rd
May 16:	Summer Series	300 – 400 blocks of Corey
June 20:	Summer Series	300-400 blocks of Corey
July 18:	Summer Series	300-400 blocks of Corey
August 15:	Summer Series	300-400 blocks of Corey
September 19:	Summer Series	300-400 blocks of Corey

*Sunday Market and (4) Art and Craft Shows have already been approved by the commission.

*City co-sponsors Mardi Gras, St Patricks Day, Summer Series at the cost of \$7,885 (\$3510 in police; \$4375 in fire)

* (2) FDOT requested banner permits for Seafood Festival and Crabfest

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

Issue Considered: Request approval of the proposal from Hall-Mark RTC in the amount of \$181,500, for the purchase of a Rescue Vehicle (Rescue 23) with funding provided by Pinellas County EMS Authority.

Date: November 12, 2019

Prepared By: Adam Poirrier, District Chief

Through: Jim Kilpatrick, Fire Chief

Summary of Issue: As a component of the ALS First Responder Agreement between the City of St. Pete Beach and Pinellas County EMS Authority, rescue vehicles are to be replaced every five to seven years. St. Pete Beach Fire Department's (SPBFD) Rescue 23 unit is a 2012 Ford Wheeled Coach that must be replaced this fiscal year per the agreement with full funding provided by Pinellas County EMS Authority. The current vehicle will remain a city asset and be available as a reserve unit.

SPBFD has been in the development phase with Hall-Mark RTC for the replacement of Rescue 23 for several months. The unit chosen is priced at \$181,500 as part of the Florida Sheriff's Association, Florida Association of Counties & Florida Fire Chief's Association 2020 bid # FSA18-VEF13.0 Specification #01, and features enhanced health and safety features to better protect SPBFD personnel.

Additional equipment will be necessary for the completion of this project including a mobile data terminal and communications devices. The total cost of these items will not exceed the approved \$200,000 and will be fully reimbursed by Pinellas County EMS Authority.

Funding: Capital Fund Expenditures (Apparatus Replacements)
301-8000-590-0046 (Fully funded by Pinellas County EMS Authority)

Requested Motion: "I move to approve the proposal from Hall-Mark RTC in the amount of \$181,500, for the purchase of a Rescue Vehicle (Rescue 23) with funding provided by Pinellas County EMS Authority."

Attachment: Current EMS ALS First Responder Agreement
Hall-Mark RTC Apparatus Proposal

**Reviewed by the
City Manager:**

AR



APPARATUS PROPOSAL

Date: October 3, 2019

This Proposal has been prepared for:
St. Pete Beach Fire Department
Ryan Holt

Hall-Mark RTC is pleased to offer the St. Pete Beach FD one (1) 2020 Ford F-550 4x4 Regular Cab rescue. **Pricing is based on the Florida Sheriff's Association Contract FSA18-VEF13.0, Specification #01 Wheeled Coach Ford 153" x 95" x 72"**. These vehicles shall be in accordance with the attached specifications. The purchase price shall also include all vehicle components and NFPA equipment as requested and listed in the attached documentation. Delivery will be F.O.B. to St. Pete Beach FD and will be made approximately 90-120 days after receipt of the chassis. This Quote is valid for 60 days unless extended in writing.

FSA 18-VEF13.0 Specification #01	\$	159,338
Options added by St. Pete Beach	\$	33,162
Customer Discount	\$	(5,000)
GPC	\$	(6,000)
Sub Total	\$	181,500
Total Price for 1 Rescue	\$	181,500

Rick Schoppe – Account Manager
725 SW 46th AVE, Ocala, FL 34474 (407) 907-2444

10/3/19
Date

Dee Daniels – Director of Sales
725 SW 46th AVE, Ocala, FL 34474 (352) 629-6305

10-3-19
Date

2019

EMERGENCY MEDICAL SERVICES

ALS FIRST RESPONDER AGREEMENT

CITY OF ST. PETE BEACH

October 1, 2019

PINELLAS COUNTY
EMERGENCY MEDICAL SERVICES AUTHORITY
12490 Ulmerton Road
Largo, Florida 33774

**EMERGENCY MEDICAL SERVICES
ALS FIRST RESPONDER AGREEMENT**

AGREEMENT made this _____ day of _____, 2019, between the CITY OF ST. PETE BEACH, a Florida municipal corporation ("Contractor"), and the PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a special district ("Authority").

RECITALS

1. The Authority is a special district created for the purpose of providing Emergency Medical Services throughout Pinellas County ("County"), pursuant to Chapter 80-585, Laws of Florida and Chapter 54, Article III, Pinellas County Code, as amended ("The Acts").
2. The Authority has determined that a single-tier all Advanced Life Support ("ALS") EMS system with a first responder component and a transport component is in the best interest of public safety, health and welfare.
3. The Authority has contracted with various municipalities and independent special fire districts in the County to provide First Responder Services (as defined herein) and has also contracted with an Ambulance Contractor to provide ALS emergency and non-emergency transport services.
4. The Authority wishes to continue to provide for the long-term direction and financial stability of the entire Emergency Medical Services system through working with the First Responder agencies to control costs.
5. Authority is authorized to enter into agreements for Emergency Medical Services and the Contractor is willing and able to provide First Responder Services (as defined herein).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein set forth to be kept and performed by and between the parties hereto, it is agreed as follows:

ARTICLE I

THE AGREEMENT

SECTION 101. RECITALS AND PURPOSE. The foregoing recitals are hereby incorporated and made part of this Agreement. The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto with respect to the provision of ALS First Responder Services in the County.

SECTION 102. COOPERATION. The Parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement. Accordingly, the Parties further agree in good faith to mutually undertake resolution of disputes, if any, in an equitable and timely manner so as to limit the need for costly, time-consuming, adversarial proceedings to resolve such disputes.

SECTION 103. CONTRACT DOCUMENTS. The following Appendices are attached to and made part of this Agreement:

Appendix A. ALS First Responder Profile

Appendix B. ALS First Responder Contractors

Appendix C. EMS Equipment

Appendix D. EMS Financial Information Attestation Form

Appendix E. Instructor Reimbursement Form

Appendix F. EMS Coordinator Duties and Responsibilities

Subject to Section 912, this Agreement, together with the foregoing Appendices, constitutes the entire Emergency Medical Services ALS First Responder Agreement between the Parties with respect to the provision of ALS First Responder Services, except to the extent that HIPAA (Health Insurance Portability and Accountability Act) requires additional agreements, which will be handled separately, and shall supersede any prior agreement, contract or memorandum of understanding between the Parties regarding such services.

SECTION 104. SCOPE OF SERVICES. The services to be performed by the Contractor under this Agreement include the following:

- (a) The response of an ALS First Responder Unit to the scene of an EMS Incident.
- (b) The on-scene Patient care by Field Personnel.
- (c) The continuation of Patient care, when Contractor's Paramedic accompanies the Patient during transport by the Ambulance Provider or medical helicopter. The transport of Patients to a medical facility, in extraordinary circumstances, shall be in accordance with Florida Statute 401.33 and the then current Medical Operations Manual, Transport Protocols.
- (d) The episodic utilization of CME Instructors and Public Educators/Community Paramedics by participating Contractors.

Such services shall be provided in accordance with the terms and conditions of this Agreement. The specific terms and conditions of this Agreement shall govern and prevail over this Section 104.

ARTICLE II

DEFINITIONS

SECTION 201. WORDS AND TERMS. Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

"ALS" means Advanced Life Support.

"ALS First Responder Services" means the response of an ALS First Responder Unit to an EMS Incident and, if necessary, on-scene Patient care by EMTs and Paramedics, all in accordance with the protocols of the Authority.

"ALS First Responder Station" means any location designated by the Contractor and approved by the Authority at which an ALS First Responder Unit, with the minimum staffing required herein, is located.

"ALS First Responder Unit" means any of the ALS permitted vehicles provided by Contractor under this Agreement and listed on Appendix A; each of which is equipped to provide Advanced Life Support services and is used for rapid response to an EMS Incident. ALS First Responder Units may include, but not be limited to: ALS engines, Transport capable rescue units and non-Transport capable rescue units.

“Advanced Life Support” means treatment of life-threatening medical emergencies through the use of techniques such as endotracheal intubation, the administration of drugs or intravenous fluids, cardiac monitoring, and cardiac defibrillation by a qualified person, pursuant to rules of the Department.

“Ambulance” means a vehicle constructed, equipped and permitted as an ALS Ambulance, pursuant to the rules of the Department for the transportation of Patients.

“Ambulance Contractor” means the entity selected by the Authority to provide ambulance service countywide.

“Annual Compensation” means the professional services fee listed on Appendix A, as may be adjusted pursuant to the terms of this Agreement.

“Annual External Audit” means an audit conducted by an external certified public accountant, retained by the Contractor, who at the end of each Fiscal Year verifies and attests that the Contractor has complied with the requirement to utilize EMS funds solely for EMS purposes in accordance with Section 706 through the submission of the form shown on Appendix D.

“Authority” means the Pinellas County Emergency Medical Services Authority, a special district established by Chapter 80-585, Laws of Florida, as amended.

“Authority Funded Unit” means an ALS First Responder Unit authorized and funded by the Authority pursuant to the terms of this Agreement.

“Automatic Aid/Closest Unit Response Agreement” means the agreement by and between every political subdivision and fire control districts within Pinellas County dated October 16, 1990.

“BLS” means Basic Life Support.

“BLS First Responder Unit” means a vehicle equipped to provide Basic Life Support only.

“Basic Life Support” means treatment of medical emergencies by a qualified person through the use of techniques described in the Emergency Medical Technician Basic Training Course Curriculum of the United States Department of Transportation.

“CAD” means the computer aided dispatch system.

“Caller” means a person accessing the response system by telephone.

“Continuing Medical Education” or “CME” means the medical education training program, through distance learning or classroom based courses, provided in accordance with the EMS Rules & Regulations.

“CME Instructor” means a County Certified Paramedic, County Certified EMT or County Certified nurse, employed and approved by a Contractor or the Ambulance Contractor, who meets the qualifications set forth in the EMS Rules & Regulations and is approved by the Medical Director. CME Instructors may be utilized to teach regular CME classes, specialized Courses, EMS System orientation or serve as a subject matter expert, curriculum developer or to complete a specific task assignment.

“Contractor” means any one of the entities described on Appendix B.

“Contractor Funded Unit” means an ALS First Responder Unit, approved by the Executive Director, which is funded and operated by the Contractor for their operational flexibility, but, the additional Unit is not necessary for the Contractor to meet its obligations under the terms of this Agreement.

“County” means Pinellas County, Florida, a political subdivision of the State of Florida.

“County Certified” means authorized to work in the EMS System in accordance with requirements established by the Medical Control Board, the Medical Director and approved by the Authority.

“Course” means any individual CME offering available online through a sufficient number of classroom based training classes. Regular CME Courses, whether online or classroom based, will be two (2) hours in duration.

“Department” means the State of Florida Department of Health.

“Disaster” means an occurrence of a severity and magnitude that normally results in death, injuries and/or property damage and that cannot be managed through routine procedures and resources of the EMS system.

“Emergency Medical Technician” or “EMT” means any person who is trained in Basic Life Support, who is County Certified and who is certified by the Department to perform such services in emergency situations.

“Emergency Medical Services” or “EMS” means the services provided by the Contractor pursuant to Section 104.

“EMS Advisory Council” means the advisory board established by the Special Act.

“EMS Districts” means the districts designated by Authority pursuant to the Special Act and Resolution 14-66, as may be amended.

“EMS Emergency” means any occurrence or threat thereof in the County, any municipalities therein, or in Pasco, Hillsborough or Manatee County, which may result in unusual system overload and is designated as an EMS Emergency by the Executive Director or Authority.

“EMS Equipment” means the equipment listed on Appendix C, as may be amended from time to time by the Executive Director.

“EMS Incident” means an emergency or non-emergency request processed through the Regional 9-1-1 Center that needs or is likely to need medical services.

“Emergency Response” means, for the purposes of measuring response time compliance in Section 403, the act of responding to a request for services in which the Priority Dispatch Protocols have determined that red lights and sirens will be used.

“EMS Mill” means the ad valorem real property tax imposed by the Authority pursuant to the “Special Act”, Laws of Florida, as amended.

“EMS Ordinance” means Chapter 54, Article III of the Pinellas County Code, as may be amended.

“EMS System” means the network of organizations and individuals, including, but not limited to the Authority, Ambulance Contractor, the Contractors, the EMS Advisory Council, the Medical Control Board and the Medical Director, established to provide Emergency Medical Services in Pinellas County.

“Executive Director” means the Director of the EMS System, or his or her designee.

“First Due Unit” means the ALS First Responder Unit, within Contractor’s primary response area, predetermined to be the nearest to the EMS Incident, in accordance with Section 409 hereof.

“Field Personnel” means Paramedics and EMTs employed by Contractor.

“First Responder Services” means ALS First Responder Services.

“Fiscal Year” means the year commencing on October 1 of any given year and ending on September 30 of the immediately-succeeding year.

“Force Majeure” means any act, event, or condition, other than a labor strike, work stoppage or slowdown, that has had or may reasonably be expected to have a direct material adverse effect on the rights or obligations of either Party under this Agreement, and such act, event, or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement, and is not the result of willful or negligent action or a lack of reasonable diligence of the Party relying thereon. Such acts or events may include, but shall not be limited to: an act of God (except normal weather conditions for the County), epidemic, landslide, or similar occurrence, an act of the public enemy, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence.

“Just Culture” means the framework of assuring patient safety through error prevention and process improvement; assuring and improving the quality of Patient care and Client services; supporting a professional environment and culture that encourages and supports our Certified Professionals; understands human errors occur and how accountability is assured through consoling, coaching, counseling, Remedial Training or corrective action.

“Learning Management System” means the integrated fire and EMS software system utilized by Provider Agencies for online training, classroom based training attendance tracking, in-service education; dissemination of administrative and medical control directives, tracking receipt of protocols and directives, skill assessment and testing results. Authority’s staff and Medical Director shall have administrative rights to upload Emergency Medical Services Continuing Medical Education and post CME curriculum, in-service training modules, administrative and medical control directives, run attendance and grade reports for all students, and reports for CME Instructor activity. All Contractors will utilize the common software platform, Target Solutions, or a successor software product as determined by the Authority upon agreement with the CME steering committee as

defined in the EMS Rules & Regulations.

“Medical Case Review” means a review conducted by the EMS Medical Director or designee, with all Certified Professionals involved with a case, to closely examine the care of a Patient using a positive and educational approach to determine where gaps in knowledge or errors occurred. Such Medical Case Reviews shall be conducted with a Just Culture framework to ensure a positive and supportive culture that encourages quality Patient care.

“Medical Control” means the medical supervision of the EMS System provided by the Medical Director.

“Medical Control Board” means the board appointed by Authority pursuant to the EMS Ordinance and having the duties and responsibilities set forth in the EMS Ordinance.

“Medical Direction” means supervision by Medical Control through two-way communication or through established standing orders, pursuant to rules of the Department.

“Medical Director” means a licensed physician, or a corporation, association, or partnership composed of physicians, which employs a licensed physician for the purpose of providing Medical Control to the EMS System.

“Medical Operations Manual” means the clinical guidelines, prepared for the EMS System and approved by the Medical Control Board, as the same may be amended from time to time.

“On-Scene Equipment Exchange Program” means the Authority’s program whereby an equipment item, such as backboards and immobilization devices, which may be amended by the Executive Director, is employed by Contractor in the course of preparing a Patient for transport and the ambulance personnel replaces the same from its own on-board inventory.

“Paramedic” means a person who is trained in Basic and Advanced Life Support, who is County Certified, and who is certified by the Department to perform Basic and Advanced Life Support procedures pursuant to the provisions of state statute, regulations and the Medical Operations Manual.

“Party” or “Parties” means either the Authority or the Contractor, or both, as the context of the usage of such term may require.

“Patient” means an individual who is ill, sick, injured, wounded or otherwise incapacitated and is in need of or is at risk of needing medical care.

“Priority Dispatch Protocols” means the protocols adopted by the Authority, and as may be amended from time to time, governing the EMS System’s response to the different types of service requests.

“Public Educator/Community Paramedic” means a County Certified Paramedic or County Certified EMT, or approved public educator employed and approved by a Contractor or the Ambulance Contractor, who meets the qualifications set forth in the EMS Rules & Regulations and is approved by the Medical Director. Public Educators/Community Paramedics may be utilized to teach CPR, first aid, drowning prevention, fall prevention or any other type of EMS specific public education, or prevention program or established community paramedic/outreach program or to complete a specific task assignment related to EMS public education/community outreach.

“Regional 9-1-1 Center” means the Communications Center and related telephone, radio and data systems operated and maintained by Pinellas County as the countywide Public Safety Answering Point for the purpose of receiving 9-1-1 calls from citizens; providing emergency medical dispatch following the Priority Dispatch Protocols; providing for the dispatch of all BLS and ALS First Responder Units to EMS Incidents; and providing for the ongoing communications via radio and wireless data systems.

“Response” means the act of responding to a request for services, which act begins when ALS First Responder Units are dispatched to an EMS Incident.

“Response Time” means the period of time commencing when an ALS First Responder Unit is dispatched to an EMS Incident and ending when Contractor's first ALS First Responder Unit arrives on the scene of the incident.

“Rules and Regulations” means the rules and regulations adopted by the Authority, which is subject to amendment.

“Run Cards” means the Regional 9-1-1 Center’s computer aided dispatch software database that, based upon the location of the EMS Incident and a predetermined listing of ALS First Responder Units which the Contractor has determined to be the closest by travel time or most appropriate in ranked order, recommends the closest or most appropriate ALS First Responder Unit(s) to respond to EMS Incidents, or successor methods such as global positioning satellite (GPS) automatic vehicle location (AVL) systems.

“Special Act” means Chapter 80-585, Laws of Florida, as amended.

“Special Events” means non-emergency events, such as sporting events, parades, festivals and other group or mass gatherings, which may require BLS or ALS medical coverage.

“State” means the State of Florida.

“State of Emergency” means a Disaster which has been declared by proclamation of the State, County or a municipality in the County.

“Total Unit Hour Compensation” means Unit Hour Compensation multiplied by the number of Authority Funded Units provided by this Agreement.

“Transport” means the transportation of Patients to any destination by Ambulance.

“Uncontrollable Circumstance” means a Force Majeure, an EMS Emergency or a State of Emergency.

“Unforeseen Circumstances” means circumstances which could not reasonably be foreseen by the Parties at the time of execution of this Agreement.

“Unit Compensation” means the Annual Compensation in a Fiscal Year divided by the number of Authority Funded Units provided by this Agreement.

“Unit Hour Compensation” means the Unit Compensation divided by Eight Thousand, Seven Hundred and Sixty (8,760) Hours.

SECTION 202. TERMS GENERALLY. Whenever the context may require, any pronoun shall include corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”, except as the context may otherwise require. The words “agree”, “agreement”, “approval” and “consent” shall be deemed to be followed by the phrase

“which shall not be unreasonably withheld or unduly delayed”, except as the context may otherwise require.

ARTICLE III

REPRESENTATIONS

SECTION 301. REPRESENTATIONS OF AUTHORITY. Authority represents to Contractor that each of the following statements is presently true and correct:

(a) **Existing.** Authority has all requisite power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(b) **Due Authorization.** This Agreement has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by Authority and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof contravenes any existing law, judgment, government rule, regulation or order applicable to or binding on Authority.

(c) **Enforceability.** This Agreement constitutes a legal, valid and binding obligation of Authority enforceable against Authority in accordance with the terms thereof, except as such enforceability may be affected or limited by applicable bankruptcy, insolvency or similar laws, from time to time in effect, which affect creditor's rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) **Financial Capability.** Authority is fully capable, financially and otherwise, to perform its obligations hereunder, subject to availability of funds lawfully appropriated for the purposes provided in this Agreement.

(e) **No Litigation.** There are no pending, or to the knowledge of Authority, threatened actions or proceedings before any court or administrative agency to which Authority is a party, questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely, in any case or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder.

SECTION 302. REPRESENTATIONS OF CONTRACTOR. Contractor represents to Authority that each of the following statements is presently true and correct:

(a) **Existing.** Contractor is a Florida municipal corporation or independent special district having all requisite power and authority in Florida to carry on its business as now conducted, to own or hold or otherwise control its properties, and to enter into and perform its obligations under this Agreement and under each instrument described herein to which it is or will be party.

(b) **Due Authorization.** This Agreement has been duly authorized by all necessary action on the part of and has been duly executed and delivered by Contractor and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof contravenes any existing law, judgment, government rule, regulation or order applicable to or binding on the Contractor.

(c) **Enforceability.** This Agreement constitutes a legal, valid and binding obligation of Contractor enforceable against Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws, from time to time in effect, which affect creditor's rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) **No Litigation.** There are no pending, or to the knowledge of Contractor, threatened actions or proceedings before any court or administrative agency to which Contractor is a party, questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely, in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder.

(e) **Financial Capability.** Contractor is fully capable, financially and otherwise, to perform its obligations hereunder subject to availability of funds lawfully appropriated for the purposes provided in this Agreement.

ARTICLE IV

DUTIES AND RESPONSIBILITIES OF CONTRACTOR

SECTION 401. VEHICLES AND EQUIPMENT.

(a) **Obligation to Provide Vehicles.** At all times during the term of this

Agreement, Contractor shall provide the number of Authority Funded Units described on Appendix A. Contractor reserves the right to select and acquire vehicles and apparatus used in the performance of this Agreement.

(b) **Maintenance of Vehicles and Fuel.** Contractor shall be responsible for the maintenance and repair of ALS First Responder Units and for furnishing maintenance, equipment, supplies, repairs, spare parts, replacement vehicles and fuel. Contractor shall maintain records of maintenance and fuel in order to document that ALS First Responder Units are maintained and used in accordance with this Agreement.

(c) **Staffing of Vehicles.** Each ALS First Responder Unit shall be staffed in compliance with Chapter 401, Florida Statutes, with a minimum of one (1) Paramedic. Contractor shall maintain records of staffing in order to document that ALS First Responder Units are staffed in accordance with this Agreement.

(d) **Equipment and Supplies.** With the exception of equipment maintained by the Authority in Section 507, Contractor shall furnish and maintain all EMS Equipment, required to be provided by the Contractor pursuant to Appendix C. Contractor shall also be responsible for the cost of replacing outdated medical supplies as provided in Section 504, which are lost through inadequate stock rotation; as well as the cost of medical supplies which are lost, stolen, damaged, or unaccounted for due to Contractor's negligence. The Authority shall be responsible for the cost of any medical supplies which are lost, stolen, or damaged due to a cause other than Contractor's negligence. Contractor shall be subject to the Authority's On-Scene Equipment Exchange Program.

(e) **Medical Communications Equipment.** Contractor shall be responsible for the replacement of all medical communications equipment that is lost, stolen or damaged due to Contractor's negligence. Contractor shall also be responsible for all routine maintenance of such equipment. The Authority shall be responsible for the replacement of any medical communications equipment that is lost, stolen or damaged due to a cause other than Contractor's negligence.

(f) **Inspections.** Contractor shall allow representatives of the Authority and of the Medical Director to inspect ALS First Responder Units, equipment and ALS First Responder Stations as may be reasonably required to determine compliance with this Agreement.

(g) **Patient Care Reporting System Equipment.** Contractor shall be responsible for the replacement of all field equipment for the Patient Care Reporting System (e.g. notebook computers) that is lost, stolen or damaged due to Contractor's negligence. The Authority shall be responsible for the replacement of field equipment for the Patient Care Reporting System that is lost, stolen or damaged due to a cause other than Contractor's negligence.

SECTION 402. PRIORITY DISPATCH PROTOCOLS. Contractor shall respond to EMS Incidents in accordance with the then current Priority Dispatch Protocols. Contractor and the Authority shall cooperate in implementing periodic enhancements and improvements to the Priority Dispatch Protocols.

SECTION 403. RESPONSE TIME. Response Time to not less than ninety percent (90%) of all EMS Incidents in a Fiscal Year which are (1) prioritized as an Emergency Response; (2) are within Contractor's EMS District; and (3) for which Contractor's ALS First Responder Unit is determined, in accordance with Section 409, to be the First Due Unit, shall be within seven (7) minutes and thirty (30) seconds or less; provided, however, that such Response Time standard shall not be applicable to Responses which occur during periods of Uncontrollable Circumstances or to Responses to remote areas or areas of limited accessibility, as requested by Contractor and approved by the Executive Director. The Authority and the Contractor desire to maintain Response Times for each EMS District at or below the Response Times now enjoyed by each respective EMS District. Such level of service is met by Authority Funded Units.

SECTION 404. CONTINUING MEDICAL EDUCATION.

- (a) **Field Personnel.** Contractor shall make available its EMS personnel for Continuing Medical Education as required by state regulation, Rules and Regulations and the Medical Control Board. Satisfactory participation by Contractor's Field Personnel in Continuing Medical Education provided and made available by the Authority shall constitute fulfillment of this obligation. Contractor shall be responsible for ensuring that its Field Personnel attend Continuing Medical Education training, either in classroom based training

or distance learning methods as determined by the Medical Director, in accordance with the Rules and Regulations. Contractor may prepare and submit to the Executive Director a report evaluating performance of the CME program. Contractor shall use any prepared forms that the Authority requests it to use for this evaluation.

- (b) **CME Instructors.** Contractors will use their best efforts to provide a sufficient number of CME Instructors to conduct courses. The Authority will use its best efforts to provide a sufficient number of classes available at regional training sites on days, times and shifts necessary to maximize the availability of First Responder units and ambulances up to one hundred eighty (180) classes per regular CME Course or ninety (90) classes for paramedic only CME Courses. Contractors understand the Authority is responsible for the provision of CME instruction and if the pool of CME Instructors made available by the Contractors is deemed inadequate or insufficient by the Authority, the Authority may elect to provide the CME program directly or through another means.

SECTION 405. MEDICAL QUALITY CONTROL.

(a) **Medical Director.** The Medical Director of the EMS System shall also serve as medical director of Contractor's EMS or ALS First Responder Services. Contractor may not use or employ another Medical Director for the provision of Emergency Medical Services within Contractor's EMS District.

(b) **Rules and Regulations: Protocols.** Contractor shall fully comply with the Rules and Regulations, including the protocols established in the Medical Operations Manual.

(c) **Ride-Along.** Contractor shall allow the Medical Director and the Executive Director or their representative to ride in ALS First Responder Units during Responses to EMS Incidents. However, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor's employees in the performance of their duties, except as necessary to assure protocol compliance and good Patient care, and shall at all times be respectful of Contractor's employee/employer

relationship. The Medical Director, Executive Director, or their representatives, shall provide proof of employment, proof of workers' compensation insurance and shall complete any waiver or release forms which may be required by the Contractor prior to riding in ALS First Responder Units.

(d) **On-Scene Patient Care.** Contractor shall comply at all times with the Authority's protocol for on-scene control of Patient care. If Contractor's Paramedic is requested to ride to the hospital with the Ambulance Contractor's Paramedic, Contractor's Paramedic shall comply. Contractor's Paramedic may also decide to ride to the hospital with Ambulance Contractor's Paramedic. Contractor shall be responsible for the return of the Paramedic from the hospital.

(e) **Special Events.** In the event Contractor provides either BLS or ALS medical coverage at a Special Event in their EMS District, Contractor shall be under the auspices of the Authority, the Medical Control Board and the Medical Director. In providing medical coverage at a Special Event, Contractor shall comply with the Rules and Regulations and with the protocols established in the Medical Operations Manual. Authority Funded Units will not be used for dedicated special events coverage without the written approval of the Executive Director. Contractor and Authority will notify each other of large scale Special Events, which may require additional resources or adversely affect the EMS System, to ensure coordinated event coverage.

(f) **Quality Assurance.** Contractor shall adhere to the quality assurance and quality management program established by the Medical Director and shall participate in quality assurance reviews.

SECTION 406. MEDICAL CASE REVIEWS. Medical Case Reviews may include access to data, records review, written and verbal statements by Field Personnel and EMS Coordinator, and attendance at interviews and informal and formal hearings, in accordance with the then current EMS Rules and Regulations and Florida Statute 401.425. Contractor shall cooperate in obtaining such records, verbal and written statements and ensure that its Field Personnel attend Medical Case Reviews when reasonably requested.

SECTION 407. PERSONNEL.

(a) **Training and Qualifications.** All Field Personnel employed by the Contractor in the performance of work under this Agreement shall be trained and qualified at a level consistent with the standard established by the Authority for delivering Patient care and shall hold appropriate credentials in their respective EMS profession.

(b) **Standard of Conduct.** Contractor's personnel shall conduct themselves in a professional and courteous manner at all times. Contractor shall address and correct any departures from this standard of conduct. Contractor's Field Personnel shall be easily identified as EMTs or Paramedics while on scene of an EMS Incident.

(c) **Part-Time Employment.** Contractor shall not unreasonably restrict its employees from seeking or performing part-time employment with Authority's Ambulance Contractor.

(d) **EMS Coordinator.** Contractor shall designate a County Certified Paramedic as the EMS Coordinator who will be responsible for performing or supervising, at a minimum, the duties and responsibilities of EMS Coordination in accordance with **Appendix F.**

SECTION 408. STATE OF EMERGENCY ASSISTANCE, EMS EMERGENCY AND MUTUAL AID

(a) **State of Emergency Assistance within Pinellas County.** Immediately upon notification by the Authority of a State of Emergency within Pinellas County, Contractor shall commit such resources as mutually agreed upon by the Parties, given the nature of the State of Emergency and shall assist in accordance with applicable plans and protocols mutually agreed upon by the Parties. During a State of Emergency, Contractor shall be released from the requirements of Section 403 and the time requirements of Section 704(a). When Contractor ceases providing assistance with the State of Emergency, Contractor shall resume normal operations as rapidly as is practical and notify the Authority's authorized representative that Contractor is able to resume normal operations considering exhaustion of personnel, need for restocking and other relevant considerations.

(b) **State of Emergency Assistance Outside of Pinellas County.** Contractor shall manage any State of Emergency assistance response outside of Pinellas County in a manner which does not prevent Contractor from rendering services in accordance with this Agreement.

(c) **EMS Emergency.** Immediately upon notification by the Authority of an EMS Emergency, Contractor shall assist in the locality where the EMS Emergency has occurred. The level of assistance provided by Contractor shall be mutually agreed upon by the Parties. During an EMS Emergency, the Contractor shall be released from the requirements of Section 403. When Contractor ceases providing assistance during an EMS Emergency, Contractor shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations. During the course of an EMS Emergency, Contractor shall use best efforts to continue to provide local ALS emergency coverage.

(d) **Mutual Aid.** Mutual aid responses outside of Pinellas County, rendered by the Contractor outside of Pinellas County that are not due to a State of Emergency or EMS Emergency, shall be performed in accordance with the terms and conditions of this Agreement.

SECTION 409. AUTOMATIC AID/CLOSEST UNIT RESPONSE. Upon notification by the Regional 9-1-1 Center of an EMS Incident, Contractor shall provide ALS First Responder Services in accordance with the Automatic Aid/Closest Unit Response Agreement. The ALS First Responder Unit which is predetermined to be the closest to the emergency scene, by the Run Cards, shall be dispatched without regard to EMS District or jurisdictional boundaries. In the event that the Automatic Aid/Closest Unit Response Agreement is terminated, Contractor shall provide ALS First Responder Services in accordance with the then current Run Cards for all EMS Incidents. The Contractor's authorized representative will periodically, or at the request of the Authority, update their Run Cards to ensure their accuracy and coordinate any changes with any affected Contractor(s).

SECTION 410. MEDICAL SUPPLIES AND INVENTORY CONTROL. Contractor shall establish and implement inventory control procedures for the stocking and use of medical supplies. Contractor shall report, as of September 30th during each year this Agreement is in effect, the balance of all medical supplies held by the Contractor in inventory. Such report will list the item's identification number, the item's description, and the quantity held. Contractor will report the quantity of medical supplies which are lost, damaged, or unaccounted for, due to Contractor's negligence, and medical supplies unusable due to inadequate stock rotation. Contractor agrees to not maintain more than thirty (30) days of medical supplies in stock based upon historical use. Contractor shall maintain inventory records that identify all ALS First Responder Unit supplies issued from stock, and will keep stock under lock so that access is limited to only authorized personnel. Contractor shall adhere to inventory control procedures that the Authority may require, as long as they are reasonable and prudent. Contractor shall follow all federal, state and local laws and protocols in the distribution and handling of controlled substances. Contractor shall provide list of personnel authorized to receive controlled substances from the warehouse and any change to such list.

SECTION 411. PATIENT CARE REPORTING SYSTEM. Contractor shall cooperate with the Authority in refining and improving the fully-integrated, electronic patient care reporting system. This system shall meet the information needs of the Contractor, the Medical Director, the Medical Control Board and the Authority. Contractor shall gather and enter data into the Authority's electronic patient care reporting system for every Patient encountered and every EMS Incident responded to by the Contractor's Field Personnel. Operating costs of this information system shall be the responsibility of the Authority. The Executive Director shall determine the start date and implementation timeline to ensure seamless implementation in the EMS System.

The database of the Authority's patient care reporting system shall be fully comprehensive, including complete and integrated information on all EMS System activities beginning with the receipt of an EMS Incident; dispatch activities and Response Times; every Patient assessment and all treatment rendered while Contractor's Field Personnel are attending the Patient. Contractor shall require Field Personnel to comply

with the completion of patient care reports and the data entry requirements of the EMS System and ensure the accuracy and completeness of such reports, as approved and periodically revised by the Authority. Authority agrees that the procedures used to implement and operate the electronic patient care reporting system shall be mutually agreed upon by the Parties.

Contractor shall have unlimited access, regardless of storage location or medium, to electronic patient care reports generated by the Contractor's EMS personnel and all dispatch-related data.

Contractor and Authority shall work collaboratively to evaluate software and data systems utilized in the delivery of ALS First Responder Services to ensure data is readily available to perform quality assurance and quality improvement by the Contractor and the Authority and such systems support Field Personnel in rendering patient care and responding to EMS Incidents. Such evaluation shall be completed in FY19-20 with oversight by a mutually agreed steering committee.

SECTION 412. UTILIZATION OF REGIONAL 9-1-1 CENTER.

(a) **Regional 9-1-1 Center.** Contractor shall utilize the Regional 9-1-1 Center for the dispatch of all BLS and ALS First Responder Units to EMS Incidents. Contractor shall utilize the Regional 9-1-1 Center's radio and data systems to include, but not limited to, computer aided dispatch (CAD) software, mobile communications terminal software, and the County's public safety and intergovernmental voice and data radio system.

Contractor shall provide and maintain all fire station alerting systems, base stations, pagers, fire station computers and peripherals, all mobile and portable radios except as provided in Section 503, and mobile communications terminals and radio modems to communicate with the Regional 9-1-1 Center's radio and data system following the County's technical specifications.

Authority shall provide and maintain, at no cost to the Contractor, all necessary broadband networking from Fire Stations to the Regional 9-1-1 Center's data system, and access to the County's 800MHz High Performance Data (HPD) system following the

County's technical specifications.

Authority shall provide a mutually agreed upon appropriate planning phase, cost analysis, changes in the County's technical specifications, and implementation plan for any future upgrades or system changes.

Contractor shall ensure all frontline ALS First Responder Units are equipped with GPS enabled mobile communications terminals running mobile CAD software. Contractor shall ensure GPS enabled mobile communications terminals are kept in working order and repaired in a timely manner to ensure efficient and accurate dispatch.

(b) **Requests for Emergency Medical Assistance.** Should Contractor receive any request for emergency medical assistance, including walk-ins, Contractor shall record the address and telephone number of the caller, obtain the location and nature of the emergency, shall immediately respond to the request for emergency medical assistance, if appropriate, and shall immediately advise the 9-1-1 Center of the information received, and the Response initiated by Contractor, if any.

SECTION 413. COMMUNITY INVOLVEMENT. Contractor is encouraged to make available to their local community, health promotions and prevention education (i.e., CPR training, public access defibrillation programs, drowning prevention, health risk assessments). The programs may be developed by the individual contractor or in coordination with the Medical Director or the Authority.

Contractor may elect to participate in the Authority's public education/prevention/community outreach/community paramedic programs that are established, as set forth in the EMS Rules and Regulations and approved by the Medical Director. Public Educators/Community Paramedics may be utilized to teach CPR, first aid, drowning prevention, fall prevention or any other type of EMS specific public education, or prevention program or established community paramedic/outreach program.

SECTION 414. LICENSURE AND CERTIFICATION. Contractor shall maintain the appropriate licensure with the Department as an ALS provider. Contractor or Contractor's employees, as the case may be, shall be responsible for payment of any fees associated

with EMS and Paramedic certification and recertification using funds provided under this Agreement.

SECTION 415. ACCURATE INFORMATION. Any news releases, statements, or public information given by the Contractor's or Authority's personnel to the public or the media shall accurately reflect the design and operation of the EMS system.

ARTICLE V

DUTIES AND RESPONSIBILITIES OF AUTHORITY

SECTION 501. MEDICAL DIRECTION AND CONTROL. The Authority shall be responsible for providing, or cause to be provided, Medical Direction and Medical Control to the Contractor.

SECTION 502. CONTINUING MEDICAL EDUCATION. Authority shall provide and make available to Contractor a Continuing Medical Education training program at multiple, regionally-located training sites and not at a single, centralized training site. Authority shall endeavor to utilize distance learning methodologies and technology to deliver CME training whenever possible.

SECTION 503. MEDICAL COMMUNICATIONS EQUIPMENT. Authority has provided, or shall provide, as applicable, one (1) 800 MHZ Mobile Radio, and one (1) 800 MHZ Portable Radio for each Authority Funded Unit approved on Appendix A. The radio equipment shall be installed in the Authority Funded Units by the Contractor and become Contractor's property. Contractor shall be responsible for such equipment, as provided for in Section 401(e) hereof. Authority shall be responsible for replacing such equipment at the end of its reasonable useful life, as determined by the Authority. The Authority's plan is phased replacement of this equipment over the term of the Agreement subject to available funding.

SECTION 504. MEDICAL SUPPLIES. The Authority shall provide and replace, as necessary, without cost to Contractor, the medical supplies used by Contractor in rendering Patient care under this Agreement. The Authority shall deliver, or cause to be delivered, all medical supplies, except controlled substances, every two weeks to

Contractor's designated medical supply receiving location. Contractor's authorized representative shall sign for and pick up controlled substances at a central location designated by the Authority. The Authority shall not be responsible for costs of replacing inventory items lost, stolen, damaged or unaccounted for due to Contractor's negligence but the Authority shall be responsible for the costs of replacing inventory items lost, stolen damaged or unaccounted for due to a cause other than Contractor's negligence. Where applicable, Contractor shall relocate supplies nearing their expiration dates to ALS First Responder Units serving areas of higher demand within their EMS District. All medications and supplies shall be returned to the Authority not later than sixty (60) days after the respective expiration dates. If such medications and supplies are not returned to Authority within sixty (60) days after their respective expiration dates, or at the direction of the Medical Director, Contractor shall be charged for the replacement of such supplies. A fully comprehensive narcotic control system shall be provided by the Authority to include boxes, electronic locks, and web-based tracking software.

SECTION 505. EXTRAORDINARY MODIFICATIONS. Notwithstanding the provision of Section 401(b) hereof, Authority shall separately provide and fund any modifications to ALS First Responder Units or equipment which may be required by the Authority and which do not constitute routine maintenance, repair or replacement.

SECTION 506. BILLING. The Authority shall have sole responsibility for submitting claims for transports made by either the Authority or by Contractor.

SECTION 507. ECG EQUIPMENT AND MAINTENANCE. The Authority shall provide all electrocardiogram (ECG) monitoring/defibrillation equipment for Authority Funded and Contractor Funded Units including adequate spare equipment (up to 30% above the number of Units). Contractor agrees to continue using the Contractor's current equipment on any Contractor Funded Units over its useful life which equipment will be maintained by the Authority and repaired or replaced at the Authority's option. The Authority shall be responsible for replacing such equipment at the end of a reasonable useful life, as determined by the Authority. At the point that the equipment is replaced with new equipment, the Contractor will transfer ownership of the equipment being

replaced to the Authority who will trade in the used equipment to reduce the cost of replacement. Contractor shall be responsible for any repairs that are necessary due to Contractor's negligence.

SECTION 508. BIOHAZARD WASTE COLLECTION. The Authority shall provide or cause to be provided, the collection and disposal of all biohazard waste from ALS First Responder Stations on a periodic basis, no less than monthly. Contractor shall follow any procedures necessary for biohazard waste to be collected.

SECTION 509. PATIENT CARE REPORTING SYSTEM EQUIPMENT. Authority shall provide, as applicable, a ruggedized notebook or tablet computer for each Authority Funded and Contractor Funded Unit including adequate spare equipment (up to 30% above the number of Units). The equipment shall be utilized on Authority Funded Units and Contractor Funded Units by the Contractor for the purpose of completing electronic patient care reports. Only Authority authorized software and peripherals may be utilized to ensure a highly reliable and coordinated system. Authority provided patient care reporting system equipment shall remain property of the Authority. Contractor shall be responsible for such equipment, as provided for in Section 401(g) hereof. Authority shall be responsible for maintaining such equipment and replacing it at the end of a reasonable useful life, as determined by the Authority. Contractor agrees to continue using the Contractor's current equipment on any Contractor Funded Units over its useful life which equipment will be maintained by the Authority and repaired or replaced at the Authority's option. The Authority shall be responsible for replacing such equipment at the end of a reasonable useful life, as determined by the Authority.

ARTICLE VI

INSURANCE AND INDEMNIFICATION

SECTION 601. MINIMUM INSURANCE REQUIREMENTS. Contractor shall be self-insured or shall pay for and maintain at least the following insurance coverage and limits as listed below. Insurance coverage and limits shall be evidenced by delivery to the Authority of: a certificate of insurance executed by the insurer(s) listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the Authority, and listing all carriers issuing said policies; and, a certified copy of each

policy, including all endorsements. Where applicable, Contractor shall submit to Authority a letter from Contractor's Risk Manager stating that Contractor is self-insured, or the amount of insurance per claim and per occurrence, any gap and the amount of excess insurance up to its coverage. Notwithstanding anything to the contrary contained in this Agreement, Contractor does not waive any immunity or limitation of liability it may have under the doctrine of sovereign immunity or Section 768.28 Florida Statutes. The following insurance requirements shall remain in effect throughout the term of this Agreement (unless Contractor is self-insured, in which case Contractor shall not be required to comply with the following insurance requirements):

- (a) Provide Workers' compensation insurance as required by Florida Law.
- (b) Provide commercial general liability, employers' liability and commercial vehicle liability insurance that reflects the limits of liability for governmental entities in accordance with Section 768.28(5), F.S., should the State Legislature change these limits, coverage consistent with the revised limits shall be obtained.
- (c) Professional Liability Insurance, including errors and omissions, with minimum limits of \$1,000,000 per occurrence; if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond the ending date of this Agreement. In lieu of "tail coverage" the Contractor may submit annually to the Authority a current certificate of insurance proving claims made insurance remains in force throughout the same three (3) year period. This coverage is subject to statutory and regulatory requirements of Federal, State or local law.
- (d) Personal and/or Bodily Injury including death and property damage liability Insurance with minimum limits of \$1,000,000 Combined Single Limit insurance in excess of all primary coverage.

SECTION 602. ADDITIONAL INSURANCE REQUIREMENTS. To the extent that Contractor maintains insurance policies rather than being self-insured, each insurance policy shall include the following conditions by endorsement to the policy:

- (a) Each policy shall require that forty-five (45) days prior to expiration, cancellation, non-renewal or any material change in coverage or limits, a notice

thereof shall be given to Authority. Contractor shall also notify Authority within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal or material changes in coverage received by said Contractor from its insurer.

(b) Companies issuing the insurance policy, or policies, shall have no recourse against Authority or County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(c) The Authority shall be endorsed to the required policy or policies as an additional insured, exclusive of professional liability insurance. The additional insured clause covers the actions of the Contractor while providing services under the terms of this Agreement.

(d) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the Authority or the County, to any such future coverage, or to County's Self-Insured Retention of whatever nature.

SECTION 603. LIABILITY. Contractor and Authority agree to be fully responsible for their own acts of negligence or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity or the limits of liability contained in Section 768.28, Florida Statutes, by the Contractor, County or Authority. Nothing herein shall be construed as consent by Contractor or Authority to be sued by third parties in any manner arising out of this Agreement. Contractor is not liable for the causes of action arising out of the negligence of the Authority, its employees or agents, or arising out of the negligence of any persons or entities contracted by, appointed by, or approved by the Authority to provide services related to this Agreement (including but not limited to other Contractors, the Ambulance Contractor, Medical Control Board and Medical Director).

This Section 603 shall survive expiration or earlier termination of this Agreement.

ARTICLE VII

COMPENSATION AND OTHER FINANCIAL PROVISIONS

SECTION 701. COMPENSATION.

(a) **FY 2019 – 2020.** Authority and Contractor have agreed to an amount reflecting Contractor's submitted budget for EMS services during Fiscal Year 2019 – 2020. The approved budget amounts for the Fiscal Year commencing October 1, 2019, shall be equal to that shown on Appendix A.

(b) **Budget Submissions for FY2020–2021 thru FY2023–2024.** Contractor shall submit a budget by April 1st each year for the following Fiscal Year for the Authority's review and approval. Budgets shall be prepared in the same manner as the budget submitted for FY 2019-2020, so long as said budgets are less than a three (3) percent increase from the prior Fiscal Year and the Authority shall pay Annual Compensation to Contractor in accordance with said approved budgets.

(c) **Funding for Rescue Unit, Medic Unit and Staff Vehicle Replacement.** Authority will provide funding for Authority funded rescue units, medic units and the proportionate share of EMS Coordinator staff vehicles. Fire engines and other fire apparatus are not subject to EMS vehicle replacement funding. Units will be replaced after at least five (5) years, but no more than seven (7) years, of frontline service. Contractor represents that its projected capital replacement needs are as shown in Appendix A. The Authority shall determine a standardized reimbursement amount for rescue units, medic units and staff vehicles each Fiscal Year based upon the then current market rate for such vehicles as stated in the EMS Authority's annual budget and capped therein. The amounts for FY19-20 are rescue units (\$200,000), medic units (\$100,000), and staff vehicles (\$50,000).

(d) **Payment.** Payments shall be paid monthly in arrears in (approximately) equal monthly installments.

(e) **Station/Overhead Allowable Costs.** Contractor shall be reimbursed for up to 1.0% of the Fiscal Year's approved budget in accordance with Resolution 14-65 for station and overhead costs. Such payment shall be made by the Authority to the Contractor after receipt of the audit attestation shown in Appendix D.

(f) **Extraordinary Budget Increase.** If any proposed budget submitted by Contractor to the Authority for the following Fiscal Year should exceed three (3) percent of the prior Fiscal Year's budget, Authority and Contractor agree to reopen this Section 701 to negotiate, no later than May 1st of the then current Fiscal Year, the Annual Compensation for the following Fiscal Year. For any Fiscal Year in which Section 701 is reopened to negotiate the Annual Compensation for the following Fiscal Year, if Authority and Contractor cannot reach agreement on the Annual Compensation by June 30th, this Agreement shall terminate on the last day of the then current Fiscal Year. Contractor and Authority must approve the final negotiated Appendix "A" prior to the beginning of the next Fiscal Year if the proposed budget for the following Fiscal Year will exceed three (3) percent increase from the prior Fiscal Year's budget.

SECTION 702. CME AND PUBLIC EDUCATION REIMBURSEMENT.

(a) **Learning Management System.** The Authority shall reimburse annually, in the first payment in each Fiscal Year, the Contractor's cost for the use of the Learning Management System for its students. Such reimbursement shall be fifty percent (50%) of the costs of use of the Learning Management System up to \$60.00 per student per Fiscal Year (does not include payment for student training time). The reimbursement amount shall not exceed \$125,000.00 in any Fiscal Year.

(b) **Reimbursement for CME Instructors.** The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$75.00 per hour for overtime or backfill costs for the Contractor's CME Instructor hours that are actually performed and preapproved in writing, through the published master EMS training calendar by the Authority. Contractor may establish a rate of pay for CME Instructor which shall be subject to the \$75.00 per hour cap. The Authority shall not reimburse Contractor for the personnel costs for students to attend Courses or CME Instructor hours that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be

established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed \$1,000,000.00 in any Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for CME training. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

(c) Reimbursement for Public Education/Prevention/Community Paramedic Programs. The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$75.00 per hour for overtime or backfill costs for the Contractor's Public Educator/Community Paramedic hours that are actually performed and preapproved in writing, through the published master EMS public education/prevention/community paramedic calendar, by the Authority. Contractor may establish a rate of pay for Public Educator/Community Paramedic which shall be subject to the \$75.00 per hour cap. The Authority shall not reimburse Contractor for the personnel costs for Public Educator/Community Paramedic hours that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed \$250,000.00 in any Fiscal Year. It is recognized by the Parties that no payment

may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for Public Education/Community Paramedic programs. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

(d) Reimbursement for Participation in Countywide Quality Improvement Committees. The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$75.00 per hour for overtime or backfill costs for the Contractor's Field Personnel to participate in countywide quality improvement committees based upon the hours worked which have been preapproved in writing by the Executive Director or designee. The Authority shall not reimburse Contractor for the personnel costs that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed \$25,000.00 in any Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for quality improvement committees. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

SECTION 703. DEDUCTION FOR FAILURE TO PROVIDE FIRST RESPONDER

UNIT. In the event Contractor fails to provide an ALS First Responder Unit, or substitutes a BLS First Responder Unit instead of an ALS First Responder Unit, for an extended period (as described below) of time and without the advance approval of the Authority, the Authority may deduct an amount equal to the Contractor's Unit Hour Compensation multiplied by each hour or portion thereof for each day or portion thereof that the Contractor has failed to provide an ALS First Responder Unit. Such deduction shall be made from the following monthly Annual Compensation payment. For purposes of this Agreement, an extended period of time means, with respect to mechanical problems and personnel, more than four (4) consecutive hours in any given day, and with respect to training, more than ten (10) hours in any given day; provided however that Section 703 shall not be applicable when the Executive Director has waived the provisions of Section 703, or when Contractor has failed to provide an ALS First Responder Unit or substitutes a BLS First Responder Unit during periods of Uncontrollable Circumstances.

SECTION 704. DEDUCTION FOR FAULTY DOCUMENTATION.

In the event that the Contractor transports a Patient, in compliance with the then current Medical Operations Manual transport protocols, Contractor shall provide a billable Patient Care Report to the Authority within four (4) business days from the date of service. The report shall include, at a minimum, the medical reason for Transport, the Patient's condition, the Patient's demographic information, the Transport mileage, and all medical care rendered. Contractor's Field Personnel shall obtain the Patient's signature and any other signatures necessary to process a bill.

SECTION 705. ADJUSTMENT FOR EXTRAORDINARY COST INCREASES.

Contractor may apply for and receive prospective compensation adjustments to the Annual Compensation as necessary to offset documented increases in Contractor's cost of production directly resulting from increases in the prices paid by Contractor for fuel due to Unforeseen Circumstances and subject to the following stipulations:

- (a) Contractor must document, using generally accepted accounting procedures, the actual financial impact of the increased fuel prices upon Contractor's costs of production.

(b) Only the effects of increased direct fuel prices-excluding any effects of increased fuel consumption, overhead allocations and indirect costs-shall be considered.

SECTION 706. FUNDS TO BE USED SOLELY FOR EMS FIRST RESPONSE.

Contractor recognizes that monies received hereunder are derived from the EMS Mill and that the EMS Mill, pursuant to referendum, has been dedicated solely to the provision of Emergency Medical Services. Contractor, therefore, agrees that funding provided under this Agreement will be used strictly for the provision of the services described herein. Contractor shall have an Annual External Audit conducted by a Certified Public Accounting firm to verify the Authority funded EMS income, Authority funded EMS expenditures, and Authority funded EMS reserves. The Annual External Audit shall include the "EMS Financial Information Attestation Form" prepared by the Contractor and signed by the Contractor's auditor. The required "EMS Financial Information Attestation Form" is attached as Appendix D. Contractor shall provide to Authority the audited financial statement that includes the "EMS Financial Information Attestation Form" within ten (10) business days of Contractor's receipt of the Annual External Audit. The cost of the Annual External Audit will be expended from Contractor's EMS funds. Contractor shall ensure that personnel cost reimbursements from the Authority for special operations training, continuing medical education instruction, public education, or other reimbursements are not funded twice (i.e. funding provided in the submitted budget and reimbursement made by the Authority.)

SECTION 707. FUTURE/ADDITIONAL SERVICES. Contractor and Authority understand that, in the future, health care delivery and Emergency Medical Services may evolve to include pathway management, an expanded scope of practice, primary care services or other activities where EMS resources provided under this Agreement may be used. Contractor and Authority shall discuss the manner in which such additional services shall be effected, evaluate the relationship of such services; and determine the impact of such services on the EMS system. Contractor's obligations shall be limited to those specifically set forth in this Agreement. Contractor shall not be responsible for providing any additional services unless Contractor agrees in writing to provide such

additional services.

SECTION 708. ADDITIONAL UNITS.

(a) **Authority Funded.** During the term of the Agreement, the Authority may determine that additional Authority Funded Unit(s) are needed. Additionally, Contractor may request that consideration be given for approval of an additional Authority Funded Unit. If the Authority determines that additional Authority Funded Unit(s) are needed from Contractor, then Authority and Contractor shall negotiate a mutually-agreeable compensation for such additional Authority Funded Unit(s). In those instances where the Contractor requests Authority to approve additional Authority Funded Unit(s), the Authority shall meet with the Contractor to determine the need for the requested Authority Funded Unit(s). If approved, the Authority will negotiate a mutually-agreeable compensation for such additional Authority Funded Unit, Units or Unit Hours. Compensation for such additional Authority Funded Unit(s), or Unit Hours, shall begin upon approval by the Authority through the approval of an updated Appendix "A" by the Parties.

(b) **Contractor-Funded.** Contractor and Authority understand that the EMS System is a unified, integrated system requiring the cooperation of all providers in the EMS System. To ensure coordinated implementation of any improvements to the EMS System and to ensure the integrity of the EMS System, if Contractor desires to operate additional ALS First Responder Unit(s) as a Contractor Funded Unit, Contractor will obtain approval from the Authority in writing prior to operating the Contractor Funded Unit. Contractor may elect to cease operation of a Contractor Funded Unit at its sole discretion. Contractor is responsible for all costs associated with staffing, equipping and operating such Contractor Funded Units. The Authority shall provide Medical Control and medical equipment and supplies for authorized Contractor Funded Units.

SECTION 709. AUDITS AND INSPECTIONS. At any time during normal business hours, and as often as may reasonably be deemed necessary, representatives of the Authority or Medical Director may observe Contractor's operations. Contractor shall make available to Authority for its examination, its records with respect to all matters

covered by this Agreement, and Authority may audit, examine, copy, and make excerpts or transcripts from such records, and may make audits of all contract, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to all matters covered by this Agreement to the extent permitted by law.

Contractor shall make available to the Medical Director its records with respect to all clinical matters covered by this Agreement and the Medical Director may audit, examine, copy and make excerpts or transcripts from such records and inspections to the extent permitted by law.

The Authority's right to observe and inspect operations or records in Contractor's business office shall, however, be restricted to normal business hours, and reasonable notification shall be given the Contractor in advance of any such visit.

Records relating to contract activities shall be retained for three (3) years from final payment in each year.

All representatives of the Authority, Medical Control Board and Medical Director who observe Contractor's operations or audit or examine Contractor's records shall conduct themselves in a polite manner; complete any training required by law; and not interfere with Contractor's employees' duties. Audits and inspections shall be done to the extent permitted by law.

SECTION 710. FISCAL NON-FUNDING. In the event sufficient budgeted funds are not available for a new Fiscal Year, the Authority shall timely notify Contractor of such occurrence prior to the end of the current Fiscal Year and this Agreement shall terminate on the last day of current Fiscal Year.

ARTICLE VIII

TERM AND TERMINATION

SECTION 801. TERM. The initial term of this Agreement shall be for five (5) years, commencing October 1, 2019 and ending at midnight September 30, 2024, unless this Agreement is earlier terminated as provided for herein in this Agreement. This Agreement may be extended for an additional five (5) year period following the initial term, provided that the Parties mutually agree in writing to such extension which is subject to Authority

and Contractor approval prior to July 1, 2024. References in this Agreement to “Term” shall include the initial term of this Agreement and all extensions thereof.

SECTION 802. TERMINATION.

(a) **By Authority for Cause.** This Agreement may be terminated by the Authority for cause upon twenty (20) days written notice to Contractor. For purposes of this section 802(a), “cause” shall mean (1) the event that Contractor, for any reason, fails to meet the licensing requirements in the State of Florida pursuant to the provisions of Chapter 401, Florida Statutes, or (2) a material breach by Contractor of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of any term, covenant or warranty, the Authority shall provide written notice of such breach and Contractor shall have the opportunity to cure such breach within twenty (20) days of receipt of such notice or within such additional period of time mutually agreed upon by the Parties.

(b) **By Contractor for Cause.** This Agreement may be terminated by Contractor for cause upon twenty (20) days written notice to the Authority. For purposes of this section 802(b), “cause” shall mean a material breach by the Authority of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of any term, covenant or warranty, Contractor shall provide written notice of such breach and the Authority shall have the opportunity to cure such breach within twenty (20) days of receipt of such notice, or, within such additional period of time mutually agreed upon by the Parties.

(c) **By Authority or Contractor without Cause.** This Agreement may be terminated without cause by Contractor or the Authority upon six (6) months written notice to the other Party.

(d) **Provision of Emergency Medical Services upon Termination.** In the event of termination of this Agreement by either Contractor or the Authority, Contractor shall continue to participate in the EMS System and Emergency Medical Services shall be provided in Contractor’s EMS District in accordance with the Special Act and EMS Ordinance, and the Authority shall compensate Contractor in accordance with the Special Act.

SECTION 803. RESOLUTION OF DISPUTES. To the extent that Contractor and Authority cannot, after good faith attempts, resolve any controversy or dispute that may have arisen under this Agreement, except for any dispute concerning the Annual Compensation or §701, Contractor and Authority shall appoint an ad-hoc committee consisting of one mutually agreed upon representative from the Medical Control Board, the EMS Advisory Council, and the Pinellas County Fire Chiefs Association to facilitate a timely and effective resolution. The ad-hoc committee shall meet as often as necessary under the circumstances in an attempt to resolve the controversy or dispute. The committee shall review each Party's submittal of its interpretation of the Agreement and may request additional information as necessary. The committee shall complete its review within sixty (60) days of the date that the Committee is notified of the controversy or dispute (unless the Parties mutually agree to extend this period of time) and submit any recommendation to the Pinellas County Administrator and Contractor. All recommendations and other actions of the committee shall be non-binding. After the committee has submitted its recommendation to the Pinellas County Administrator and Contractor, either Party may thereafter refer the matter to non-binding mediation in the State of Florida. If the Parties do not agree upon representatives for the committee, if either Party chooses not to engage in mediation or if the Parties engage in mediation but mediation fails to resolve the dispute, either Party may pursue its legal remedies, including the Chapter 164 process, and, including, but not limited to, filing a complaint (including but not limited to a complaint for injunctive relief) in the appropriate court possessing competent jurisdiction.

ARTICLE IX

MISCELLANEOUS

SECTION 901. NON-DISCRIMINATION IN EMPLOYMENT. The Contractor will not discriminate against any applicant for employment because of age, race, color, religion, sex, sexual orientation or national origin. Contractor agrees that applicants will be employed, and that employees are treated during employment, (e.g. layoff or termination, promotion, demotion, transfer, rates of pay and compensation, and selection for training, including apprenticeship), without regard to age, race, color, religion, sex, sexual orientation or national origin. The Contractor will post in conspicuous places, available to

all employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

SECTION 902. NOTICES. All notices, consents and agreements required or permitted by this Agreement shall be in writing, and, as applicable, shall be transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt; postage prepaid, and shall be addressed as follows:

If to Authority: Executive Director, Pinellas County EMS Authority
Pinellas County EMS & Fire Administration
12490 Ulmerton Road – Suite 134
Largo, Florida 33774

If to Contractor: See Appendix B

SECTION 903. ENTIRE AND COMPLETE AGREEMENT. Subject to Section 912, this Agreement, as amended, and all Appendices hereto, constitute the entire and complete agreement of the Parties with respect to the services to be provided hereunder. This Agreement, unless provided herein to the contrary, may be modified only by written agreement duly executed by the Parties with the same formality as this Agreement.

SECTION 904. OTHER DOCUMENTS. Each Party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement.

SECTION 905. APPLICABLE LAW. Florida Law shall govern the validity, interpretation, construction and performance of this Agreement.

SECTION 906. WAIVER. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such may be exercised from time to time and as often as may be deemed necessary. Any waiver shall be in writing and signed by the Party granting such waiver. If any

representation, warranty or covenant contained in this Agreement is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

SECTION 907. SEVERABILITY. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein.

SECTION 908. CONTRACTOR IS INDEPENDENT CONTRACTOR. The Parties agree that throughout the term of this Agreement, and during the performance of any obligations hereunder, Contractor is an independent contractor in all respects and shall not be the agent, servant, officer, or employee of the Authority or Pinellas County.

SECTION 909. NO THIRD-PARTY BENEFICIARIES; ASSIGNMENT. This Agreement is not intended, nor shall it be construed, to inure to the benefit of any third person or entity not a party hereto, and no right, duty or obligation of the Contractor under this Agreement, shall be assigned to any person, private association or corporation, not-for-profit corporation, or public body without the prior written consent of the Authority.

SECTION 910. HEADINGS. Captions and headings in this Agreement are for ease of reference and do not constitute a part of this Agreement.

SECTION 911. COUNTERPARTS. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

SECTION 912. NO WAIVER OF RIGHTS UNDER SPECIAL ACT. This Agreement, and specifically its provisions related to the Annual Compensation, is being entered into to resolve a dispute between the parties regarding the determination of the Annual Compensation to be paid to Contractor by the Authority. Authority and Contractor have worked together in good faith to reduce spending under the EMS Mill based upon the

extraordinary economic times facing local governments at present. Notwithstanding anything to the contrary contained in this Agreement, it is the intent of Contractor and Authority that any actions or determinations taken in order to reach agreement herein not be seen as a waiver of any rights, claims or defenses that either the Contractor, or the Authority may have under the Special Act. Furthermore, Contractor does not necessarily agree that the Annual Compensation provided under this Agreement constitutes reasonable and customary cost reimbursement by the Authority as required by the Special Act, and, by entering into this Agreement does not waive any rights, claims or defenses that Contractor may have with regard to the determination of reasonable and customary costs in any year not governed by this Agreement. Therefore, the Annual Compensation paid to the Contractor pursuant to this Agreement shall not be used as evidence in any dispute regarding the reasonable and customary costs to be reimbursed by the Authority to the Contractor.

[Signature Page to Follow]

IN WITNESS WHEREOF the parties hereto, by and through their undersigned
authorized officers have caused this Agreement to be executed on this _____day
of _____, 2019.

ATTEST:
KENNETH BURKE, CLERK

PINELLAS COUNTY EMERGENCY
MEDICAL SERVICES AUTHORITY
By and through its Board of County
Commissioners

Deputy Clerk

by: _____
Chairman

Countersigned:

CITY OF ST. PETE BEACH, FLORIDA

Mayor

by: _____
City Manager

Approved as to Form:

Attest:

City Attorney

City Clerk

Appendix A
ALS First Responder Profile

Contractor	St. Pete Beach
EMS District(s)	St. Pete Beach EMS District
Authority Funded Units	Medic 22 Rescue 23
Contractor Funded Units	Squad 22 or Truck 23
EMS Coordination	EMS Coordinator – 1 FTE
FY19-20 Annual Compensation	FY19-20 = \$1,912,908 which includes 50% (half year) increase to bring EMS Coordinator to 1 FTE. FY20-21 and Future Years = Per submitted budget including 1 FTE for EMS Coordinator.
Projected Capital	FY19-20 Rescue Unit - 1 FY20-21 None FY21-22 None FY22-23 None FY23-24 Medic Unit – 1, Staff Vehicle – 1

Appendix B
ALS First Responder Contractors

City Manager
CITY OF CLEARWATER
112 S. Osceola Avenue
Clearwater, FL 33756

City Manager
CITY OF DUNEDIN
P O Box 1348
Dunedin, FL 34697

Chairman, Board of Commissioners
EAST LAKE TARPON
SPECIAL FIRE CONTROL DISTRICT
3375 Tarpon Lake Boulevard
Palm Harbor, FL 34685

City Manager
CITY OF GULFPORT
2401 53rd Street South
Gulfport, FL 33707

City Manager
CITY OF LARGO
P O Box 296
Largo, FL 33779-0296

Chairman, Board of Commissioners
LEALMAN
SPECIAL FIRE CONTROL DISTRICT
4360 55th Avenue North
St. Petersburg, FL 33714

City Manager
CITY OF MADEIRA BEACH
300 Municipal Drive
Madeira Beach, FL 33708

City Manager
CITY OF OLDSMAR
100 State Street West
Oldsmar, FL 34677-3655

Chairman, Board of Commissioners
PALM HARBOR
SPECIAL FIRE CONTROL DISTRICT
250 W. Lake Road
Palm Harbor, FL 34684

City Manager
CITY OF PINELLAS PARK
P O Box 1100
Pinellas Park, FL 33780-1100

Chairman, Board of Commissioners
PINELLAS SUNCOAST
FIRE & RESCUE DISTRICT
304 First Street
Indian Rocks Beach, FL 33785

City Manager
CITY OF SAFETY HARBOR
750 Main Street
Safety Harbor, FL 34695-3597

City Manager
CITY OF ST. PETE BEACH
155 Corey Avenue
St. Pete Beach, FL 33706-1701

City Manager
CITY OF SEMINOLE
9199 113th Street North
Seminole, FL 33772-2806

City Clerk
CITY OF SOUTH PASADENA
7047 Sunset Drive South
South Pasadena, FL 33707-2895

City Manager
CITY OF TARPON SPRINGS
324 Pine Street East
Tarpon Springs, FL 34689

City Manager
CITY OF TREASURE ISLAND
120 108th Avenue
Treasure Island, FL 33706-4794

Appendix C
EMS Equipment

Provided by the Authority:

- All Medical Supplies and Equipment authorized by the Authority, except for equipment to be provided by Contractor listed below.
- Phillips MRx ECG Monitor/Defibrillator, or successor model, with the following clinical specifications: biphasic defibrillation, Q-CPR meter, pulse oximetry, waveform capnography, pacing, 12 lead acquisition and transmission, and non-invasive blood pressure monitoring as determined by the Medical Control Board and Authority for all Authority Funded and Contractor Funded ALS First Responder Units to include all patient cables, accessories, cases, battery chargers and batteries as needed.
- Phillips MRx ECG Monitor/Defibrillators, or successor model, in the same configuration above shall be utilized for reserve and spare equipment. The specific quantity shall be determined by the Authority.

Provided By Contractor:

- Rescue equipment required by the Department

Appendix D
EMS FINANCIAL INFORMATION ATTESTATION FORM

Instructions:

In accordance with the ALS First Responder Agreement, funds provided by the EMS Authority must be used solely for EMS Allowable Costs. Any unspent balance at the conclusion of a fiscal year must be accounted for and returned to the EMS Authority.

The following form is provided for consistent cost reporting and shall be submitted within ten (10) business days of Contractor's receipt of Annual External Audit.

To be completed by Contractor:

City or Fire District (Contractor) _____

Fiscal Year _____

Name of Person Completing Form _____

Phone Number and Email Address _____

- | | |
|--|----------|
| 1. EMS Funding Received by Contractor | \$ _____ |
| 2. EMS Allowable Costs Incurred by Contractor | \$ _____ |
| 3. Difference (If excess, amount due to Pinellas County) | \$ _____ |

**PLEASE INCLUDE A COPY OF ANNUAL AUDIT AND
SUPPORTING DOCUMENTATION AS NEEDED.**

I certify the costs identified, in line 2 above, are related to EMS Authorized positions and units and comply with the EMS Allowable Cost Standards contained in Pinellas County EMS Resolution 09-38. I certify that I have reviewed payroll registers, salary and benefit actual expenditures, actual relief staffing costs incurred to maintain continuous staffing of Authority authorized positions, and actual costs of supervision, fuel, maintenance and repairs and other allowable costs.

Signature and Date, Contractor's External Auditor



INSTRUCTOR REIMBURSEMENT FORM

Agency _____
CME Instructor Name _____

	Course Name (a)	Date	Start Time	Stop Time	Location	PCEMS Authorized Class Code (b)	Straight Time (ST) Overtime (OT) Backfill (BF)	Backfill Name (c)	Hours Worked (d)	Hourly Rate w/ benefits	Total Cost
1											\$ -
2											\$ -
3											\$ -
4											\$ -
5											\$ -
6											\$ -
7											\$ -
8											\$ -
9											\$ -
10											\$ -
11											\$ -
12											\$ -
13											\$ -
14											\$ -
15											\$ -
TOTAL Reimbursement Amount:											\$ -

Print Name & Title _____ Submitted By - Authorized Signature _____ Date _____

- Notes:**
- (a) One Instructor per form
 - (b) Course Name (i.e. January CME, Public Education Class, EMS System Orientation, PHTLS, ACLS, TCCC, etc.)
 - (c) For reimbursement the class must be preauthorized by PCEMS through the issuance of an Authorized Class Code.
 - (d) First Name, Last Name of person covering - must be same rank or below.
 - (e) Actual Hours Worked - Up to 60 minutes for preparation/setup, breakdown, paperwork and travel for each Class.

Appendix F

EMS Coordinator Duties and Responsibilities

LICENSURE/CERTIFICATION/REGULATORY

1. State EMS License and vehicle permits are maintained and renewed
2. All Federal and State Laws and Administrative Codes are followed.
3. All EMS Rules & Regulations and Medical Operations Manual Protocols are followed.
4. Coordinates and monitors activities of the Contractor as to its function to provide Advanced Life Support (ALS) First Responder Services.
5. Regularly inspects Contractor's agency, units and personnel for compliance with all regulatory requirements for personnel certification and training and equipment and supplies.
6. State recertification of Field Personnel is completed in a timely manner.
7. All paperwork for the County Certification of Field Personnel is submitted in a timely manner.

LIASION

8. Serve as the liaison between the Contractor, the EMS Medical Director and the Authority's Executive Director for matters related to ALS First Responder Services.
9. Ensure a positive and collaborative relationship is maintained.
10. Ensure that the EMS Medical Director is notified of reportable incidents in a timely manner.
11. Participate regularly in EMS related meetings.

EQUIPMENT AND LOGISTICS

12. Controlled Substances are handled in accordance with applicable laws and regulations.
13. ECG Monitors, Tablet Computers and other assets provided by the Authority are kept in good working order and assets managed and tracked.
14. Vehicles and medical bags are stocked in accordance with the Medical Operations Manual.
15. Only necessary Medical Supplies and Equipment are maintained to reduce loss to inadequate stock rotation.
16. Maintain security and record keeping of all medications held by the Contractor.
17. Maintain Level "C" Personal Protective Equipment and Ballistic Vests/Helmets.
18. Hand receipts for assets are signed and Inventory control procedures are followed.

PATIENT CARE REPORTS

19. Patient Care Reports are filed and reviewed in accordance with procedure established by the Medical Director using quality management software.
20. Review EMS patient care reports to ensure proper care and treatment and determine areas for improvement.

21. ALS First Responder Transport Patient Care Reports are properly documented and submitted.

PERFORMANCE METRICS

22. Reviews and monitors response times, customer satisfaction, clinical performance and other performance metrics to attain and maintain a high level of service and to correct performance deficiencies when noted.

QUALITY ASSURANCE

23. Investigates complaints from patients and concerned citizens, manages Quality Assurance Reviews and Medical Case Reviews in accordance with the EMS Rules & Regulations.
24. Prepare and forward justification for Certificates of Merit or other recognition requests for individuals who, by their actions, have performed exceptionally and deserve acclaim.
25. Determine the proficiency and skill level of provisional Paramedics and EMTs prior to recommending County Certification.
26. Attending and actively participating in EMS related meetings and quality improvement committees.

CONTINUING MEDICAL EDUCATION

27. Ensure that all Contractor Field Personnel comply with continuing medical education and other training requirements in accordance with the EMS Rules & Regulations.
28. Assist in the coordination of CME Instructors, Equipment and Training Sites.
29. Monitor the clinical competence of Field Personnel through the observation of training.

FIELD RESPONSE AND SUPERVISION

30. Routinely responds to EMS Incidents to oversee clinical competence and Patient care in accordance with procedures established by the Medical Director.
31. Respond to large scale EMS Incidents to assist in incident command, triage, logistics, or other duties as indicated by the magnitude of the incident.

INFECTION CONTROL OFFICER

32. Ensures the Contractor has an active Designated Infection Control Officer and infection control program.
33. Coordinate with the Ambulance Contractor, EMS Medical Director, Public Health and Hospitals to ensure all significant exposure incidents are actively managed. This shall include making notifications, verification and documentation of exposures, and ensuring any treatment and medical follow-up occur.

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

Issue Considered: Request Approval of Change Order #5 to the purchase agreement with Gibbs & Register, Inc. for Blind Pass Road Reconstruction from 75th Ave to Gulf Blvd in the amount of \$294,355.84.

Date: November 12, 2019

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: Change Order #5 to the Blind Pass Road Reconstruction project covers eight change order requests relating to the utility conduits, roadway, potable water, and signalization. These requests include installing irrigation sleeves under the proposed sidewalk, additional driveway concrete, the extension of the project limits down 70th Avenue from Blind Pass Road to Gulf Boulevard, revised bedding material for the brick crosswalk on Corey Avenue, water services for commercial properties, the removal of signal foundations at Corey Avenue and Blind Pass Road, additional conduit work, and the installation of colorpave asphalt coating on Corey Avenue.

Change Order #5 results in forty eight (48) additional work days added to the contract duration, and will be funded with an appropriation transfer of \$195,000 from the Upham Beach Parking Lot Rehabilitation project.

The colorpave asphalt coating will be funded using street rehabilitation funds.

Funding: CIP – Blind Pass Road Reconstruction
301-8000-590-0031

Requested Motion: “I move to approve Change Order #5 to the purchase agreement with Gibbs & Register, Inc. for Blind Pass Road Reconstruction from 75th Ave to Gulf Blvd in the amount of \$294,355.84.”

Attachment: Blind Pass Road Change Order Log
Change Order #5

**Reviewed by the
City Manager:**

AR

	18014 Blind Pass Road		
	CHANGE ORDER LOG		
	DATE: 11/5/19		
GIBBS & REGISTER			
G&R REF. #	Description	CLIENT CO #	Amount of Change Order
01	City Direct Purchase - Oldcastle	CO1	\$ (281,466.22)
02	City Direct Purchase - County Materials	CO1	\$ (227,966.54)
03	City Direct Purchase - Ferguson WW	CO1	\$ (301,974.75)
04	Milling Limits Mod per Mike's email	CO2	\$ 35,124.92
05	Additional Bell Restraints - 8" WM PVC	CO2	\$ 6,669.80
06	Install Vinyl Seawall	CO2	\$ 40,149.53
07	Additional Valves and Fittings	CO2	\$ 13,711.55
08	Conflict Structure 4A & SS-12A	CO2	\$ 115,443.72
09	SEWER CLEAN OUTS	CO2	\$ 51,908.00
10	DEMO INLET 70TH & GULF WINDS	CO2	\$ 3,113.51
11	Demo Storm & Conduit QTY ADJ. McD	CO3	\$ 28,087.79
12	Replace R&C on exist. Sanitary MH	CO3	\$ 800.00
14	Addnl. 16IN WM Cross Connection	CO3	\$ 47,947.13
15	Additional Milling Depth - 71st to Corey	CO3	\$ 12,284.17
16	SEWER MANHOLE CHANGES SS-3	CO3	\$ 8,115.57
17	Signal Scope Removal	CO3	\$ (22,624.59)
21	Corey Ave Streetscape	CO4	\$ 232,188.00
19	Irrigation Sleeves	CO5	\$ 1,657.31
20	DW Repour at 345 70th Ave	CO5	\$ 3,430.45
22	2IN Potable Water Services	CO5	\$ 3,400.00
23	Unit Quantity Adjustments - Plan Rev. 1 & 2	CO5	\$ 112,513.80
24	Shallow removal of drill shaft at BPR/Corey	CO5	\$ 8,475.18
25	Conduit Changes RFI 20	CO5	\$ 71,459.13
26	Sand Cement Mix for Pavers	CO5	\$ 8,207.63
27	Corey Ave Colorpave	CO5	\$ 85,212.34
	Total		\$ 55,867.43
	ORIGINAL CONTRACT AMOUNT		\$ 8,999,756.35
	CURRENT CONTRACT AMOUNT		\$ 9,055,623.78



CHANGE ORDER NO. 05

PROJECT IDENTIFICATION:

Project Name: Blind Pass Road Reconstruction from 75th Ave to Gulf Blvd

CONTRACTOR: Gibbs and Register, Inc.

CONTRACT: The Agreement dated 09/06/2018 between CONTRACTOR and the City of St. Pete Beach for the above described Project.

The Contract is changed as follows:

1. *Additional Scope of Work for:*

ROADWAY – COR 19 Irrigation Sleeves; COR 20 Driveway Re-pour at 345 70th Ave; COR 23 Quantity Adjustments - Plan Rev. 1 & 2; COR 26 Sand Cement Mix for Pavers; COR 27 Corey Ave Color pave; POTABLE WATER – COR 22 2in Potable Water Services (Commercial); SIGNALIZATION - COR 24 Shallow Removal of Drill Shafts at Blind Pass & Corey Intersection; CONDUIT – COR 25 Conduit Changes RFI 20. The changes shall be made as described in G&R's price proposal COR 19, 20, 22, 23, 24, 25, 26 & 27. Forty eight (48) additional contract days. **\$ 294,355.84**

Total Addition to Contract Sum (Roadway)	\$211,021.53
Total Addition to Contract Sum (Potable Water)	\$3,400.00
Total Addition to Contract Sum (Signalization)	\$8,475.18
Total Addition to Contract Sum (Conduit)	\$71,459.13

Contract Sum with prior approved Change Orders was: **\$8,761,267.94**

The Contract Sum will be increased/decreased by this Change Order for the items described above in the amount of: **\$294,355.84**

The new Contract Sum, including this Change Order, will be \$9,055,623.78

The Contract Time will be changed as follows: **+ 48 days**

Execution of this Change Order shall constitute a final settlement of all matters relating to the change in the Work as described above which is the subject of this Change Order. The change approved by this Change Order shall result in an addition of Forty eight (48) calendar days to the Contract Time.

CHANGE ORDER NO. 05

OWNER/CITY:

By: _____

Name: Brett Warner

By: _____

Name: Mike Clarke

By: _____

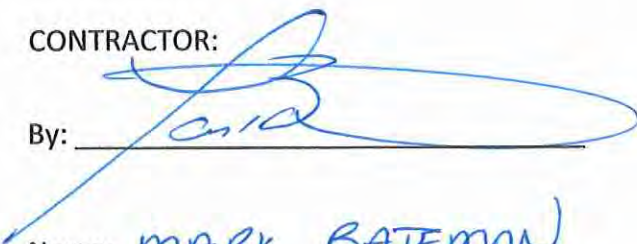
Name: Vincent Tenaglia

By: _____

Name: Alex Rey

Date: _____

CONTRACTOR:

By:  _____

Name: MARK BATEMAN

Title: CFO

Date: 10/14/2019

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

Issue Considered: Request approval of Change Order #18 to the purchase agreement with Gibbs & Register, Inc. for the Pass-A-Grille Way Reconstruction from 1st Avenue to 19th Avenue in the amount of \$149,369.32.

Date: November 12, 2019

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: Change Order #18 to Phase II of the Pass-a-Grille Way reconstruction covers five (5) change order requests relating to the roadway, wastewater, and potable water infrastructure included in this project. These items include a brick paver base material change for the 8th Avenue brick installation, concrete curb and sidewalk alterations along 8th Avenue, the removal, handling and sorting of bricks from 8th Avenue, reinstallation of bricks in the alleyway south of 8th Avenue, wastewater manhole adjustments in 8th Avenue, and potable water relocations in 8th Avenue.

The potable water items listed above are reimbursable by Pinellas County, and will be initially funded with an appropriation transfer from the Upham Beach Parking Lot Rehabilitation project. The total transfer for Change Orders 18 and 19 will be \$136,000.

Funding: CIP-Pass-A-Grille Way Reconstruction Project
(301-8000-590-5650)

Requested Motion: “I move to approve Change Order #18 to the purchase agreement with Gibbs & Register, Inc. for the Pass-A-Grille Way Reconstruction from 1st Avenue to 19th Avenue in the amount of \$149,369.32.”

Attachment: PAGW Ph II Change Order Log
Change Order #18

**Reviewed by the
City Manager:**

AR

		P17014 - Pass A Grille Way		
		CHANGE ORDER LOG		
		DATE: 11/4/19		



CHANGE ORDER NO. 18

PROJECT IDENTIFICATION:

Project Name: Pass A Grille Way from 1st Ave to 19th Ave – Paving and Drainage Improvements – Phase II

CONTRACTOR: Gibbs and Register, Inc.

CONTRACT: The Agreement dated 11/05/2017 between CONTRACTOR and the City of St. Pete Beach for the above described Project.

The Contract is changed as follows:

1. *Additional scope of work for: ROADWAY – COR 49 8th Ave Sand Cement Mix; COR 50 8th Ave Conc. Flatwork - Remove & Replace; COR 54 8th Ave Brick Removal, Handling & Sorting; COR 55 8th Ave – Alley Re-bricking; WASTEWATER – COR 52 8th Ave Misc. Utility Relocation & Removal; POTABLE - COR 52 8th Ave Misc. Utility Relocation & Removal – Twenty Nine (29) additional days – The changes shall be made as described in G&R's price proposals COR 49, COR 50, COR 52, COR 54 & COR 55. Twenty nine (29) additional contract days. **\$149,369.32***

Total Addition to Contract Sum (ROADWAY)	\$ 129,418.04
Total Addition to Contract Sum (WASTEWATER)	\$10,842.06
Total Addition to Contract Sum (POTABLE)	\$9,109.22

Contract Sum with prior approved Change Orders was:	\$ 10,609,406.15
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The Contract Sum will be increased/decreased by this Change Order for the items described above in the amount of:	\$ 149,369.32
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The new Contract Sum, including this Change Order, will be	\$ 10,758,775.47
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The Contract Time will be changed as follows:	+ 29 days
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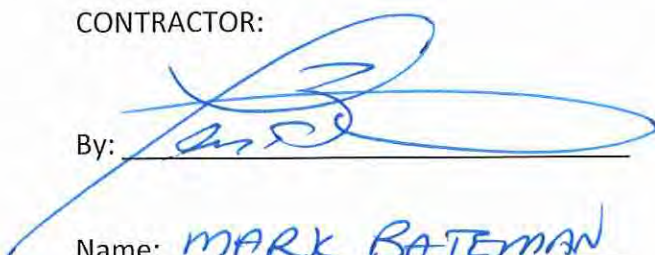
Execution of this Change Order shall constitute a final settlement of all matters relating to the change in the Work as described above which is the subject of this Change Order. The change approved by this Change Order shall result in an addition of Twenty nine (29) calendar days to the Contract Time.

CHANGE ORDER NO. 18

OWNER/CITY:

CONTRACTOR:

By: _____

By:  _____

Name: Brett Warner

Name: MARK BATEMAN

By: _____

Title: CFO

Name: Mike Clarke

Date: 10/21/19

By: _____

Name: Vincent Tenaglia

By: _____

Name: Alex Rey

Date: _____

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

Issue Considered: Request approval of Change Order #19 to the purchase agreement with Gibbs & Register, Inc. for the Pass-A-Grille Way Reconstruction from 1st Avenue to 19th Avenue in the amount of \$106,992.52.

Date: November 12, 2019

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: Change Order #19 to Phase II of the Pass-a-Grille Way reconstruction covers five (5) change order requests relating to the roadway and potable water infrastructure included in this project. These items include additional concrete work, the removal of an abandoned concrete seawall underneath Gulf Way, asphalt repairs due to a reclaimed watermain break, two additional fire hydrant installations, a fire hydrant relocation, and changes to the Phase III Pinellas County water scope.

The removal of the abandoned seawall and the changes to the Phase III scope are reimbursable by Pinellas County.

Change Order #19 will be initially funded with an appropriation transfer from the Upham Beach Parking Lot Rehabilitation project. The total transfer for Change Orders 18 and 19 will be \$136,000.

Funding: CIP-Pass-A-Grille Way Reconstruction Project
(301-8000-590-5650)

Requested Motion: “I move to approve Change Order #19 to the purchase agreement with Gibbs & Register, Inc. for the Pass-A-Grille Way Reconstruction from 1st Avenue to 19th Avenue in the amount of \$106,992.52.”

Attachment: PAGW Ph II Change Order Log
Change Order #19

**Reviewed by the
City Manager:**

AR



CHANGE ORDER NO. 19

PROJECT IDENTIFICATION:

Project Name: Pass A Grille Way from 1st Ave to 19th Ave – Paving and Drainage Improvements – Phase II

CONTRACTOR: Gibbs and Register, Inc.

CONTRACT: The Agreement dated 11/05/2017 between CONTRACTOR and the City of St. Pete Beach for the above described Project.

The Contract is changed as follows:

1. *Additional scope of work for: ROADWAY – COR 48 Additional Concrete Demo & Re-pour; COR 53 Asphalt Repairs & Dewatering for Fire Hydrant; POTABLE - COR 51 Demo Seawall For Wet Taps; COR 53 Asphalt Repairs & Dewatering for Fire Hydrant; COR 56 Relocate Hydrant - 9th Ave – City; COR 58 PCU WQM Changes – Thirty four (34) additional days – The changes shall be made as described in G&R's price proposals COR 48, COR 51, COR 53, COR 56 & COR 58. Thirty four (34) additional contract days. **\$106,992.52***

Total Addition to Contract Sum (ROADWAY)	\$ 55,449.44
Total Addition to Contract Sum (POTABLE – CITY FUNDED)	\$ 4,092.66
Total Addition to Contract Sum (POTABLE)	\$ 47,450.42

Contract Sum with prior approved Change Orders was: **\$ 10,758,775.47**

The Contract Sum will be increased/decreased by this Change Order for the items described above in the amount of: **\$ 106,992.52**

The new Contract Sum, including this Change Order, will be \$ 10,865,767.99

The Contract Time will be changed as follows: **+ 34 days**

Execution of this Change Order shall constitute a final settlement of all matters relating to the change in the Work as described above which is the subject of this Change Order. The change approved by this Change Order shall result in an addition of Thirty four (34) calendar days to the Contract Time.

CHANGE ORDER NO. 19

OWNER/CITY:

CONTRACTOR:

By: _____

By:  _____

Name: Brett Warner

Name: MARK BATEMAN

By: _____

Title: CFU

Name: Mike Clarke

Date: 10/23/19

By: _____

Name: Vincent Tenaglia

By: _____

Name: Alex Rey

Date: _____

St. Pete Beach City Commission Agenda Report

Issue Considered: Request approval of the cost estimates from Rowland, Inc., under the existing On-Call Civil & Large Pipeline Contractor Services Agreement, for Boca Ciega Isle Dr. stormwater improvements, reclaimed water service line replacements, and street resurfacing, in the amount of \$869,453.00.

Date: November 12, 2019

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: The City requested cost estimates from Rowland, Inc. to perform the stormwater improvements at the east end of Boca Ciega Isle under the existing Service Agreement. This area was identified during the City's 2015 Stormwater Master Plan update as needing stormwater conveyance improvements to allow the drainage of rainwater during storm events. Subsequently, the City has also elected to install a tidal check valve in the outfall pipe that drains this section of Boca Ciega Isle, to prevent tidal water from inundating the roadway during higher than average tidal events. These tidal events have recently been occurring at an increased frequency. In addition to installing this stormwater and tidal infrastructure, Rowland will be replacing all remaining original reclaimed water service lines that have a high probability of failure and resurfacing Boca Ciega Isle Drive.

Funding: CIP – Boca Ciega Isle Dr. Stormwater Project (\$518,958.00)
103-6108-537-5669
CIP – Reclaimed Improvements (\$216,440.00)
102-6108-537-5655
CIP – Street Rehabilitation (\$134,055.00)
301-8000-590-0013

Requested Motion: “I move to approve the cost estimates from Rowland, Inc., under the existing On-Call Civil & Large Pipeline Contractor Services Agreement, for Boca Ciega Isle Dr. stormwater improvements, reclaimed water service line replacements, and street resurfacing, in the amount of \$869,453.00.”

Attachment: Cost Estimates from Rowland, Inc.

**Reviewed by the
City Manager:** AR

Rowland, Incorporated

Boca Ciega Isle Dr. - Storm Drain & Paving

COST ESTIMATE

Item	Description	Quant.	u/m	Unit cost	Total
LABOR					
1	Foreman	480.00	Hour	68.00	32,640.00
1a	Foreman - overtime	55.00	Hour	102.00	5,610.00
2	Operator	960.00	Hour	51.00	48,960.00
2a	Operator - overtime	0.00	Hour	76.50	0.00
3	Truck Driver	200.00	Hour	30.00	6,000.00
3a	Truck Driver - overtime	0.00	Hour	45.00	0.00
4	Pipe-Layer - for pipes ≤ 48" Dia.	960.00	Hour	46.00	44,160.00
4a	Pipe-Layer - overtime	55.00	Hour	69.00	3,795.00
5	Laborer	960.00	Hour	42.00	40,320.00
5a	Laborer - overtime	0.00	Hour	63.00	0.00
EQUIPMENT					
6	Foreman's P/U w/ Hand Tools	535.00	Hour	30.00	16,050.00
7	Job Truck w/Tools	663.00	Hour	35.00	23,205.00
8	Crane (20 Ton)	0.00	Hour	75.00	0.00
9	Crane (60 Ton)	0.00	Hour	110.00	0.00
10	Tractor & Trailer (Transport)	24.00	Hour	20.00	480.00
11	Track Hoe (to 100 HP)	480.00	Hour	90.00	43,200.00
12	Track Hoe (101 HP to 170 HP)	0.00	Hour	100.00	0.00
13	Rubber Tired Backhoe	0.00	Hour	40.00	0.00
14	Wheel Loader (to 150 HP)	480.00	Hour	65.00	31,200.00
15	Wheel Loader (151 HP and up)	0.00	Hour	68.00	0.00
16	Track-Type Tractors (to 100 HP)	0.00	Hour	15.00	0.00
17	Track-Type Tractors (101 HP up)	0.00	Hour	20.00	0.00
18	Dump Truck (Tandem Axel)	56.00	Hour	60.00	3,360.00
19	Plate Tamp	50.00	Hour	5.00	250.00
20	3" Trash Pump	50.00	Hour	5.00	250.00
21	4" Double Diaphragm Pump	1,000.00	Hour	10.00	10,000.00
22	Air Compressor (125 C.F.M. Min.)	0.00	Hour	10.00	0.00
23	Well Point Pump	60.00	Day	80.00	4,800.00
24	4" Jet Pump	0.00	Day	50.00	0.00
MATERIAL					
25	2500psi Concrete (Un-formed)	0.00	Cu.	100.00	0.00
26	Offsite Select Fill	300.00	Cu.	3.00	900.00
27	Limerock Base Material	0.00	Ton	6.00	0.00
28	#57 Washed Stone	36.00	Ton	23.00	828.00
29	Asphalt Paving (1½" Thick, Type S-3)	0.00	Sq. Yd.	3.50	0.00
30	Bahia Sod	700.00	Sq. Yd.	5.50	3,850.00
SUB-CONTRACTOR					
31	Welder w/ Truck	0.00	Hr	55.00	0.00
32	Tractor with 7' Bush Hog	0.00	Hr	15.00	0.00
Miscellaneous Materials		1	ls	199,100.00	199,100.00
				Total =	\$518,958.00

Invoice #	Company	Description	Quantity	
Miscellaneous				
		Total Miscellaneous Materials	199,100.00	
		10% Markup	18,100.00	
		Miscellaneous Materials	181,000.00	
	Caveman	Driveway & Curb	75,000.00	75,000.00
	Baker Paving	Mill & Overlay	30,000.00	30,000.00
	Parking Lots	Striping	2,000.00	2,000.00
	MOT Plans	MOT	5,000.00	5,000.00
		Density & Video	3,000.00	3,000.00
	Ferguson	24" RCP	25,000.00	25,000.00
	Oldcastle	Inlet & Boxes	25,000.00	25,000.00
		Road Base	6,000.00	6,000.00
	Leftcoast	Survey	10,000.00	10,000.00
			0.00	0.00

Rowland, Incorporated

Boca Ciega Isle Dr. - Reclaim Services (90ea.)

COST ESTIMATE

Item	Description	Quant.	u/m	Unit cost	Total
LABOR					
1	Foreman	240.00	Hour	68.00	16,320.00
1a	Foreman - overtime	30.00	Hour	102.00	3,060.00
2	Operator	480.00	Hour	51.00	24,480.00
2a	Operator - overtime	0.00	Hour	76.50	0.00
3	Truck Driver	8.00	Hour	30.00	240.00
3a	Truck Driver - overtime	0.00	Hour	45.00	0.00
4	Pipe-Layer - for pipes ≤ 48" Dia.	480.00	Hour	46.00	22,080.00
4a	Pipe-Layer - overtime	30.00	Hour	69.00	2,070.00
5	Laborer	480.00	Hour	42.00	20,160.00
5a	Laborer - overtime	0.00	Hour	63.00	0.00
EQUIPMENT					
6	Foreman's P/U w/ Hand Tools	270.00	Hour	30.00	8,100.00
7	Job Truck w/Tools	278.00	Hour	35.00	9,730.00
8	Crane (20 Ton)	0.00	Hour	75.00	0.00
9	Crane (60 Ton)	0.00	Hour	110.00	0.00
10	Tractor & Trailer (Transport)	0.00	Hour	20.00	0.00
11	Track Hoe (to 100 HP)	240.00	Hour	90.00	21,600.00
12	Track Hoe (101 HP to 170 HP)	0.00	Hour	100.00	0.00
13	Rubber Tired Backhoe	0.00	Hour	40.00	0.00
14	Wheel Loader (to 150 HP)	240.00	Hour	65.00	15,600.00
15	Wheel Loader (151 HP and up)	0.00	Hour	68.00	0.00
16	Track-Type Tractors (to 100 HP)	0.00	Hour	15.00	0.00
17	Track-Type Tractors (101 HP up)	0.00	Hour	20.00	0.00
18	Dump Truck (Tandem Axel)	0.00	Hour	60.00	0.00
19	Plate Tamp	40.00	Hour	5.00	200.00
20	3" Trash Pump	40.00	Hour	5.00	200.00
21	4" Double Diaphragm Pump	0.00	Hour	10.00	0.00
22	Air Compressor (125 C.F.M. Min.)	0.00	Hour	10.00	0.00
23	Well Point Pump	0.00	Day	80.00	0.00
24	4" Jet Pump	0.00	Day	50.00	0.00
MATERIAL					
25	2500psi Concrete (Un-formed)	0.00	Cu.	100.00	0.00
26	Offsite Select Fill	0.00	Cu.	3.00	0.00
27	Limerock Base Material	0.00	Ton	6.00	0.00
28	#57 Washed Stone	0.00	Ton	23.00	0.00
29	Asphalt Paving (1½" Thick, Type S-3)	0.00	Sq. Yd.	3.50	0.00
30	Bahia Sod	100.00	Sq. Yd.	5.50	550.00
SUB-CONTRACTOR					
31	Welder w/ Truck	0.00	Hr	55.00	0.00
32	Tractor with 7' Bush Hog	0.00	Hr	15.00	0.00
Miscellaneous Materials		1	Is	72,050.00	72,050.00
				Total =	\$216,440.00

Invoice #	Company	Description	Quantity	
Miscellaneous				
		Total Miscellaneous Materials	72,050.00	
		10% Markup	6,550.00	
		<i>Miscellaneous Materials</i>	65,500.00	
	Ferguson	Pipe Mat.	45,000.00	45,000.00
	HDD	Dir. Drill	20,000.00	20,000.00
		Misc. Rock	500.00	500.00
			0.00	0.00

Rowland, Incorporated

Boca Ciega Isle Drive - Mill and Overlay Whole Island

COST ESTIMATE

Item	Description	Quant.	u/m	Unit cost	Total
LABOR					
1	Foreman	16.00	Hour	68.00	1,088.00
1a	Foreman - overtime	2.00	Hour	102.00	204.00
2	Operator	32.00	Hour	51.00	1,632.00
2a	Operator - overtime	2.00	Hour	76.50	153.00
3	Truck Driver	16.00	Hour	30.00	480.00
3a	Truck Driver - overtime	0.00	Hour	45.00	0.00
4	Pipe-Layer - for pipes ≤ 48" Dia.	32.00	Hour	46.00	1,472.00
4a	Pipe-Layer - overtime	0.00	Hour	69.00	0.00
5	Laborer	48.00	Hour	42.00	2,016.00
5a	Laborer - overtime	0.00	Hour	63.00	0.00
EQUIPMENT					
6	Foreman's P/U w/ Hand Tools	18.00	Hour	30.00	540.00
7	Job Truck w/Tools	18.00	Hour	35.00	630.00
8	Crane (20 Ton)	0.00	Hour	75.00	0.00
9	Crane (60 Ton)	0.00	Hour	110.00	0.00
10	Tractor & Trailer (Transport)	0.00	Hour	20.00	0.00
11	Track Hoe (to 100 HP)	0.00	Hour	90.00	0.00
12	Track Hoe (101 HP to 170 HP)	0.00	Hour	100.00	0.00
13	Rubber Tired Backhoe	16.00	Hour	40.00	640.00
14	Wheel Loader (to 150 HP)	16.00	Hour	65.00	1,040.00
15	Wheel Loader (151 HP and up)	0.00	Hour	68.00	0.00
16	Track-Type Tractors (to 100 HP)	0.00	Hour	15.00	0.00
17	Track-Type Tractors (101 HP up)	0.00	Hour	20.00	0.00
18	Dump Truck (Tandem Axel)	16.00	Hour	60.00	960.00
19	Plate Tamp	0.00	Hour	5.00	0.00
20	3" Trash Pump	0.00	Hour	5.00	0.00
21	4" Double Diaphragm Pump	0.00	Hour	10.00	0.00
22	Air Compressor (125 C.F.M. Min.)	0.00	Hour	10.00	0.00
23	Well Point Pump	0.00	Day	80.00	0.00
24	4" Jet Pump	0.00	Day	50.00	0.00
MATERIAL					
25	2500psi Concrete (Un-formed)	0.00	Cu.	100.00	0.00
26	Offsite Select Fill	0.00	Cu.	3.00	0.00
27	Limerock Base Material	0.00	Ton	6.00	0.00
28	#57 Washed Stone	0.00	Ton	23.00	0.00
29	Asphalt Paving (1½" Thick, Type S-3)	0.00	Sq. Yd.	3.50	0.00
30	Bahia Sod	0.00	Sq. Yd.	5.50	0.00
SUB-CONTRACTOR					
31	Welder w/ Truck	0.00	Hr	55.00	0.00
32	Tractor with 7' Bush Hog	0.00	Hr	15.00	0.00
Miscellaneous Materials		1 ls		123,200.00	123,200.00
				Total =	\$134,055.00

Invoice #	Company	Description	Total Cost	
Miscellaneous				
		Total Miscellaneous Materials	123,200.00	
		10% Markup	11,200.00	
		Miscellaneous Materials	112,000.00	
		Paving	0.00	0.00
	Baker Paving	Milling (sy)	25,000.00	0.00
		1½" Overlay (sy)	80,000.00	0.00
			0.00	0.00
			0.00	0.00
		Striping	0.00	0.00
	Parking Lots Inc.	Striping	7,000.00	0.00
			0.00	0.00
			0.00	0.00

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

Issue Considered: Request approval of the Service Agreement with Waste Connections, Inc. for City Wide Solid Waste Services.

Date: November 12, 2019

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: On September 3, 2019 the City Commission authorized the City Manager to enter into contract negotiations with Waste Connections of Florida, Inc. (WCI) for City Wide Solid Waste Services. The City and WCI have come to an agreement on the final contract language. Under the new contract, the City will periodically perform quality assurance checks for the Contractor's customer service reliability, as well as ensure properties are not double billed during a change in ownership or lease transfer. The new contract also includes an option for residents to schedule a special pickup of yard waste in excess of the 2 cubic yard limit, for an additional fee.

Requested Motion: "I move to approve the Service Agreement with Waste Connections, Inc. for City Wide Solid Waste Services."

Attachment: Draft Services Agreement

**Reviewed by the
City Manager:**

AR

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Waste Connections of Florida, Inc.
City Wide Solid Waste Services

This is an Agreement (the "Agreement") entered into by and between the City of St. Pete Beach (hereinafter "City") and Waste Connections of Florida, Inc. (hereinafter "Contractor"). The City and Contractor together shall be referred to as the "Parties."

WHEREAS, the City properly issued a Request for Proposals and Addenda, attached and incorporated hereto as Exhibits "A", "B", "C", and "D", and the City Commission authorized the selection of Contractor at its [REDACTED] public hearing; and

WHEREAS, City desires to purchase from Contractor the services described in this Agreement; and

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

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

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration in the sum of [REDACTED] (\$ [REDACTED]) to be paid by the City to Contractor as herein provided, the sufficiency of which is hereby acknowledged, the Parties hereto hereby agree to the following:

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records: Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit "E". **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (CITY CLERK, CITY OF ST. PETE BEACH, FLORIDA, 727-363-9220, CITYCLERK@STPETEBEACH.ORG, 155 COREY AVENUE, ST. PETE BEACH, FLORIDA 33706).**
3. City hereby agrees to purchase, and Contractor hereby agrees to provide, the services described in the proposal attached hereto and incorporated herein as Exhibit "F".

4. Contractor shall deliver the goods, or provide the services, described herein no later than **September 30, 2026** (“completion date”).
5. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$1,000 per day, as further described on Page 14 of Exhibit A., if the Contractor fails to cure within a reasonable time (but not less than 24 hours), after notice to Contractor is sent via email or text. Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
6. Upon Contractor's full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Contractor as per the Prices listed in the Fee Schedule, as full consideration for services provided in this Agreement and more specifically in Exhibit “F.”
7. Contractor agrees to procure and maintain all permits and licenses which may be required by law in connection with the prosecution of the services contemplated hereunder, except for those permits obtained by the City. The Contractor shall be responsible for non-compliance of all its required permit requirements, including all fines resulting from Contractor’s non-compliance of said requirements.
8. Contractor agrees to permit any representative(s) of the City, at all reasonable times, to inspect the work in progress or any of the materials used or to be used in connection therewith, whether such work is located on or off the project site, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed reasonably necessary by the City’s personnel, to conduct such inspections and tests as it may require. During the inspections contemplated herein, the City shall follow all safety protocols of the Contractor. Additionally, any inspection must not interfere with the provision of the services. All such inspections shall be arranged for in advance, with reasonable notice to Contractor.
9. Contractor warrants that all services to be provided will be provided in a good and workmanlike manner.

10. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$1,000,000.00 per accident or occurrence. Contractor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City
11. The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys (collectively, the "Indemnified Parties") of, from, and against all liability and expenses, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use (collectively, the "Claims"), to the extent arising out of the Contractor's negligence or willful misconduct in the execution, performance, nonperformance, or enforcement of the terms and conditions of the this Agreement. The Contractor's liability hereunder shall include all reasonable attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the City and the Contractor hereby waives entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under the Contract. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.
12. This Agreement shall be binding upon the Parties, their successors, assigns, and legal representatives. Contractor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City. The City's consent to assignment pursuant to this section should not be unreasonably withheld.
13. This document and exhibits embody the entire Agreement of the Parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the Parties hereto, whether written or oral. This Agreement may be modified only in writing executed by all Parties. This Agreement shall be construed according to the laws of Florida, and venue for any action arising herefrom shall be held in a court of competent jurisdiction located in Pinellas County, Florida.

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

- a. Request for Proposal (Exhibit "A")
- b. Addendum 1 (Exhibit "B")
- c. Addendum 2 (Exhibit "C")
- d. Addendum 3 (Exhibit "D")
- e. Florida public records law (Exhibit "E")
- f. Contractor proposal (Exhibit "F")

15. Except as to paragraph 11 above, the prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney fees incurred through all appellate proceedings.

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

17. Any and all notices sent pursuant to this Agreement (with the exception of paragraph 5 above) shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Contractor:

Waste Connections of Florida, Inc.
3 Waterway Square Place; Suite 110
The Woodlands, TX 77380

As to City:

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

18. The terms of this Agreement shall control and supersede any previous proposal, agreements or offers.

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

20. Neither party to this Agreement shall be responsible for any delays or failure to perform any provisions of this Agreement if such delay or failure is caused by reason of force majeure. The term "force majeure" as used herein shall mean, but shall not be restricted to, acts of God or of the public enemy, insurrection, riots, strikes, epidemics, quarantine restrictions, embargoes, acts of government authorities, fires, floods and severe weather. This provision does not automatically entitle the Contractor to any cost increase change orders related to costs of materials. All change orders will be reviewed on a case-by-case basis.

21. This Agreement may be executed by the Parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all Parties.
22. Agreement will remain in effect until the completion date. On the completion date, and one year from the completion date thereafter, this Agreement will automatically renew for no more than seven (7) additional one (1) year periods upon the same terms and conditions (the "Renewal Term"). If either Party does not wish for any such renewal, such Party must notify the other party in writing by certified mail of its intention not to renew this Agreement no later than ninety (90) days prior to any such renewal, in which case this Agreement shall terminate on such renewal date. Beginning on the first anniversary date hereof, the Contractor shall adjust rates reflective of the Consumer Price Index ("CPI-U") Water, Sewer and Trash Collection Services (CUSR0000SEHG) as published by the U.S. Department of Labor for the immediate preceding 12-month period. Commencing on the first anniversary date of this Agreement and thereafter annually, both residential and commercial collection rates shall be adjusted to reflect changes in CPI for the preceding calendar year using October's CPI numbers. Any increases in rates shall be capped annually at the amount of the increase in the CPI or five percent (5%) on the Residential Collection rates and five (5%) on the Commercial Collection rates.
23. Notwithstanding anything herein to the contrary, Contractor may pass through and the customers shall pay to Contractor any documented increases in disposal fees, increases in Contractor's costs due to changes in local, state or federal rules, ordinances or regulations applicable to Contractor's operations or the services provided hereunder, and any increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes).

(Signatures on Following Page)

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

Waste Connections of Florida, Inc.:

Signature: _____

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

Andrew Dickman
City Attorney

City of St. Pete Beach:

Signature: _____

By: _____

Its: _____

Date: _____

ATTEST:

Rebecca C. Haynes
City Clerk

EXHIBIT “A”

[Place City’s Request for Proposals behind this page]

DRAFT

EXHIBIT “B”

[Place City’s Addendum 1 behind this page]

DRAFT

EXHIBIT “C”

[Place City’s Addendum 2 behind this page]

DRAFT

EXHIBIT “D”

[Place City’s Addendum 3 behind this page]

DRAFT

EXHIBIT “E”

Florida Public Records Law

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

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

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

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

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

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

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

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

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

EXHIBIT “F”

[Place Contractor’s Proposal behind this page]

DRAFT

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

Issue Considered: Ordinance No 2019-16 – Repeal of Customary Use Ordinance. An ordinance repealing Section 94-74 through and including 94-79 regarding customary use of beaches by the public.

Date: November 12, 2019

Prepared By: Andrew Dickman, City Attorney

Through: Alex Rey, City Manager

Summary of Issue: The 2018 Legislature adopted CS/HB 631 regarding regulation of dry sandy areas of beaches, subject to the customary use of the public for recreation and other customary uses. This was codified through Florida Statutes § 163.035. In response, the City Commission adopted Ordinance 2018-07, pursuant to Florida Statutes § 163.035 to preserve the City's right to raise customary use as an affirmative defense in a legal proceeding. After the adoption, the City was involved in litigation with Silver Sands Beach and Racquet Club Master Association, Inc. Pursuant to the settlement and Florida Statutes § 163.035(4) which deems our ordinance ineffective as of July 1, 2018, the City believes it is in its best interest to update its code. Therefore, this ordinance repeals Section 94-74 through and including 94-79.

Requested Motion: I move to approve Ordinance No. 2019-16 - Repeal of Customary Use Ordinance. An ordinance repealing Section 94-74 through and including 94-79 regarding customary use of beaches by the public on final reading (read title).

Attachments: Exhibit A – Ordinance 2019-16

**Reviewed by the
City Manager:** AR

Ordinance 2019-16

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, PROVIDING FOR REPEAL OF ORDINANCE 2018-07 AND CHAPTER 94, ARTICLE III, DIVISION 1, SECTIONS 94-74 THROUGH 94-79 OF THE CITY'S CODE OF ORDINANCES RELATING TO CUSTOMARY USE OF BEACHES AND PUBLIC ACCESS; PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, the 2018 Legislature adopted CS/HB 631 regarding regulation of dry sandy areas of beaches, subject to the customary use by the public for recreation and other customary uses;

WHEREAS, the City Commission adopted Ordinance 2018-07 regarding customary use to preserve the city's right to raise customary use as a defense in a legal proceeding;

WHEREAS, the City Commission of the City of St. Pete Beach believes it is in the best interest of the City to update its code regarding the customary use of beaches and public access; and

WHEREAS, the contents of Ordinance 2018-07 and Chapter 94, Article III, Division 1, Sections 94-74 through 94-79 are no longer applicable and enforceable pursuant to Florida Statutes § 163.035(2).

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. That the Code of Ordinances, City of St. Pete Beach, Florida, is hereby amended as follows:

Chapter 94 – WATERWAYS

ARTICLE III – BEACHES

DIVISION 1 – GENERALLY

Sec. 94-74. – Reserved. – Customary Use of Beaches-Intent.

The intent of this section and of section 94-75 through 94-79 is to determine and confirm as a legislative fact that since time immemorial, the public has enjoyed access to the beaches of St. Pete Beach fronting the Gulf of Mexico and its related waters, and has made recreational use of the beaches; that such use has been ancient, reasonable, without interruption, and free from dispute; and that because of this customary access and use, the public has the right of access to the beach and a right to use the beach for recreation and other customary related purposes. The intent is to mandate that the city define, protect, and enforce the public's customary rights of beach access and use. It is not the intent of the city to affect the title of the owner of land adjacent to the beach, nor to impair the right of any such owner to contest the existence of the customary right of the public to access and use any particular area of privately owned beach, nor to reduce or limit any rights of public access or use that may exist or arise other than as customary rights. It is therefore declared and affirmed to be the public policy of the city, that the public, individually and collectively, subject to the provisions of this Code, shall have the right to personal ingress and egress to and from the beach and the right to make recreational and other customary uses of the beach. The Office of the City Attorney shall be authorized to take all steps legally necessary to protect and defend the public right of access and use declared by this Code. Further, it is the intention that customary use shall be an affirmative defense in any proceeding challenging this ordinance.

Sec. 94-75. – Preservation of Public Access.

The city will not vacate any approach to the beach or allow the same to be used for private purposes not otherwise preserved to a property owner as a matter of law.

Sec. 94-76. – Prohibition of Obstructions to Personal Access to the Beaches.

Except as provided for otherwise in this Code or general law, it shall be prohibited for any person to create, erect, or construct any structure, barrier, or restraint, either vegetative or man-made, that will interfere with or obstruct the right of the public, individually and collectively, to enter or leave the beach by way of any approach or to use lawfully any part of the beach for recreation and other customary purposes.

Sec. 94-77. – Construction of Erosion Control Structures.

The provisions of Section 94-76 above shall not prohibit the construction of an erosion control structure or of a re-nourished beach area permitted under applicable federal, state, county or city laws and regulations.

Sec. 94-78. – Prohibition of Interference and Posting.

~~It shall be unlawful and prohibited for any person to confront, threaten, harass, intimidate, or interfere with, any person who is lawfully exercising the right of the public for the customary use of the beach. It shall be prohibited for any person to display or cause to be displayed on any beach or approach, any sign, marker, or warning stating that the public beach is private property or that the public does not have the right of access contrary to the lawful access rights of the public.~~

~~Sec. 94-79. — Enforcement and Violations.~~

~~Violations of the provisions of Sections 94-76 and 94-78 shall be subject to the enforcement and penalties provided for in Section 1-14 of this Code.~~

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

SECTION 3. 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 4. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

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

SECTION 6. 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 _____, 2019.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney

DRAFT

St. Pete Beach City Commission Agenda Report

Issue Considered: Ordinance 2019-XX: Authorizing the issuance of a bank loan not to exceed \$6,700,000 to fund the Police Officers' Retirement System pension liabilities.

Date: November 12, 2019

Prepared By: Vince Tenaglia, Assistant City Manager

Through: Alex Rey, City Manager

Summary of Issue: The City of St. Pete Beach manages three traditional defined benefit pension plans. As opposed to the General Employees' and Firefighters' pension plans, the Police Officers' Retirement System (the "System") is unique in that all members are inactive, and the plan is closed to new entrants. As such, the City's financial obligation to the Police pension relates directly to funding the System's liabilities rather than responding to benefit changes.

Funding the System's pension liability limits the interest expense that would otherwise accrue. The City currently incurs 7% interest expense on the System's unfunded liability. Issuance of the bank loan will fund the liability and essentially substitute one expense for another; the 7% interest expense will be replaced with debt service on the loan, which is likely to be in the range of 2-3%. The difference between the System's interest expense and debt service on the loan will result in budget savings to the City, conservatively estimated at \$1.3 million over fifteen years. The City would still be responsible for the plan's ongoing administrative costs as well as any annual actuarial losses.

The requested Ordinance provides for the structural aspects and authorization requirements of the loan. Specific interest rates, terms and conditions will be presented in a separate Resolution on December 10, concurrent with the second reading of the Ordinance. The timeline is consistent with the Request for Proposals (RFP) issued by the City on October 4, which was distributed to 38 financial institutions.

Funding: The fiscal year 2020 budget includes pension contribution expenses of \$681,890. If the loan is approved, the City would instead contribute the full balance of the unfunded liability, in an amount not to exceed \$6,700,000. The \$681,890 would then be available for debt service expense on the loan.

Requested Motion: “I move to approve Ordinance 2019-XX on first reading (read title).”

Attachment: Taxable Pension Obligation Revenue Note RFP
Ordinance 2019-XX

**Reviewed by the
City Manager:** 

Ordinance 2019-_____

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$6,700,000 PRINCIPAL AMOUNT OF A TAXABLE PENSION OBLIGATION REVENUE NOTE (POLICE OFFICERS' PLAN), SERIES 2019 TO ELIMINATE THE UNFUNDED LIABILITY OF THE CITY'S POLICE OFFICERS' RETIREMENT SYSTEM AND TO PAY COSTS OF ISSUANCE OF THE NOTE; PROVIDING FOR A COVENANT TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES TO PAY DEBT SERVICE ON THE NOTE; PROVIDING FOR THE RIGHTS OF THE HOLDER OF SUCH NOTE; PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of St. Pete Beach, Florida (the "City") has an unfunded actuarial accrued liability (the "Pension Obligation") with respect to its City of St. Pete Beach Police Officers' Retirement System; and

WHEREAS, it is in the best interest of the City to issue a taxable debt obligation to fund such Pension Obligation and the issuance of such debt obligation will serve a public purpose and will improve and maintain the health, safety and welfare of the City's residents and property owners; and

WHEREAS, the principal of, prepayment premium, if any, and interest on the debt obligation shall be payable from the Non-Ad Valorem Revenues (as defined herein) in the manner and to the extent provided herein and in the hereinafter described Resolution and Loan Agreement and the City shall never use or be required to use its ad valorem taxing power for the payment of the debt obligation and the debt obligation shall not constitute a direct obligation of the City or a pledge of its faith and credit, nor shall the holders of the debt obligation have any lien or encumbrance on any property in 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. Definitions. When used in this Ordinance, the following terms shall have the following meanings, unless some other meaning is plainly intended:

"City" shall mean the City of St. Pete Beach, Florida, a municipal corporation established by the State of Florida.

"Commission" shall mean the City Commission of the City.

"Loan Agreement" shall mean the Loan Agreement to be executed between the City and the financial institution to be selected by the Commission which sets forth the terms and provisions with respect to the Note.

"Non-Ad Valorem Revenues" shall mean all revenues of the City derived from any source whatsoever, other than ad valorem taxation on real or personal property that are deposited to and accounted for in the governmental funds of the City, which are legally available to make the payments required herein and in the Loan Agreement, but only after provision has been made by the Issuer for the payment of all essential or legally mandated services.

"Note" shall mean the City of St. Pete Beach, Florida Pension Obligation Revenue Note (Police Officers' Plan), Series 2019, to be issued by the City pursuant to this Ordinance, the Resolution and the Loan Agreement. Proceeds of the Note shall be used to fund the Pension Obligation and to pay costs of issuance relating to the Note and the Loan Agreement.

"Ordinance" shall mean this Ordinance enacted by the Commission on the date hereof, as it may be amended and supplemented from time to time.

"Pension Obligation" shall mean the City's unfunded actuarial accrued liability with respect to its City of St. Pete Beach Police Officers' Retirement System.

"Resolution" shall mean the Resolution to be adopted by the Commission on December 10, 2019, authorizing the issuance of the Note and approving the form of the Loan Agreement, as it may be further amended or supplemented from time to time.

The words "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms shall refer to this Ordinance.

Words importing the singular number include the plural number, and vice versa.

SECTION 3. Authorizing the Funding of the Pension Obligation. The Commission hereby authorizes and empowers the funding of the Pension Obligation with proceeds of the Note.

SECTION 4. Issuance of the Note. The Note is hereby authorized to be issued in a principal amount of not exceeding \$6,700,000. The designation of the Note may be modified by the Resolution as required to reflect the actual terms and series of such Note. The Note shall be issued for the principal purposes of (A) funding the Pension Obligation

and (B) paying costs and expenses of issuing the Note. The principal of, prepayment premium, if any, and interest on the Note shall be payable from Non-Ad Valorem Revenues budgeted and appropriated by the City in the manner and to the extent provided in the Loan Agreement.

The Note shall be dated such date, shall bear interest at such rate, shall mature at such time and in such amount as shall be set forth in the Loan Agreement, and may be made prepayable before maturity, at the option of the City, at such price and under such terms and conditions as may be set forth in the Loan Agreement. The Commission shall determine by the Resolution the form of the Note, the manner of executing such Note, and shall fix the denomination of such Note, the place or places and dates of payment of the principal and interest, and such other terms and provisions of the Note as it deems appropriate. In case any officer whose signature or a facsimile of whose signature shall appear on the Note shall cease to be such officer before the delivery of such Note, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery. The City may sell the Note in such manner and for such price as it may determine by the Resolution to be in the best interests of the City.

The Note may be issued without any other proceedings or the happening of any other conditions or things than those proceedings, conditions or things which are specifically required by this Ordinance or by the Resolution. The proceeds of the Note shall be disbursed in such manner and under such restrictions, if any, as may be provided by the Resolution or the Loan Agreement.

SECTION 5. Taxing Power Not Pledged. The Note issued under the provisions of this Ordinance shall not be deemed to constitute a pledge of the faith and credit or taxing power of the City, but such Note shall be payable from the Non Ad-Valorem Revenues budgeted and appropriated in the manner and to the extent provided in the Loan Agreement. The issuance of the Note under the provisions of this Ordinance shall not directly, indirectly or contingently obligate the City to levy or to pledge any form of ad valorem taxation whatever therefore. No holder of the Note shall ever have the right to compel any exercise of the ad valorem taxing power on the part of the City to pay the Note or the interest thereon against any property of the City, nor shall the Note constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City except the Pledged Funds.

SECTION 6. Trust Funds. The Non Ad-Valorem Revenues budgeted and appropriated pursuant to the authority of this Ordinance shall be deemed to be trust funds, to be held and applied solely as provided in this Ordinance and in the Resolution and the Loan Agreement.

SECTION 7. Remedies of Noteholder. The holder of the Note, except to the extent the rights herein given may be restricted by the Resolution or the Loan Agreement,

may, whether at law or in equity, by suit, action, mandamus or other proceeding, protect and enforce and compel the performance of all duties required hereby, or by the Resolution or the Loan Agreement, to be performed by the City.

SECTION 8. Alternative Method. This Ordinance shall be deemed to provide an additional and alternative method for the doing of things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Ordinance, being necessary for the health, safety and welfare of the inhabitants and/or property owners of the City, shall be liberally construed to effect the purposes hereof.

SECTION 9. Validation. To the extent deemed necessary by Bond Counsel, Nabors, Giblin & Nickerson, P.A., or desirable by the City Attorney, the City Attorney is authorized to institute appropriate proceedings for validation of the Note pursuant to Chapter 75, Florida Statutes.

SECTION 10. General Authority. The members of the Commission of the City and the officers, attorneys and other agents or employees of the City are hereby authorized to do all acts and things required of them by this Ordinance, or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all the terms, covenants and agreements contained herein.

SECTION 11. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 12. 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 13. Publication. This Ordinance shall be published in accordance with the requirements of law.

[Remainder of page intentionally left blank]

SECTION 14. Effective Date. This Ordinance shall take effect immediately upon adoption.

FIRST READING: _____

PUBLISHED: _____

SECOND READING: _____

PUBLIC HEARING: _____

CITY COMMISSION OF THE CITY OF ST.
PETE BEACH

By: _____
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 10th day of December 2019.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

City Attorney
Andrew Dickman, Esq.

City of St. Pete Beach
Request for Proposals (RFP)

Taxable Pension Obligation Revenue Note



SUBJECT: \$6,700,000 Taxable Bank Revenue Note

ISSUED: October 4th, 2019

WRITTEN QUESTIONS DUE TO CITY: October 17th, 2019

SEALED PROPOSALS DUE: November 12th, 2019, 9:00 a.m.

E-MAIL TO:

City Clerk	cityclerkdept@stpetebeach.org
Assistant City Manager	vtenaglia@stpetebeach.org
City Attorney	cityattorney@stpetebeach.org
City Financial Advisor	abadin@ehmuni.com

City of St. Pete Beach
Request for Proposals (RFP)

Taxable Pension Obligation Revenue Note

A. OBJECTIVE

The City of St. Pete Beach (the “City”), seeks to borrow an amount not to exceed \$6,700,000 from a qualified financial institution for the purpose of eliminating its City of St. Pete Beach Police Officers’ Retirement System (the “Pension Fund”) unfunded liability and paying the costs of issuance of the Revenue Note, (collectively the “Pension Fund Project”). *Please note this is a non-bank qualified (“Non- BQ”) Revenue Note due to its taxable status.*

B. BACKGROUND

On January 6, 2013, the City dissolved the police department and contracted with the Pinellas County Sheriff’s Office for law enforcement service. The Police Pension fund was subsequently closed to new members. The total net Pension Fund liability for the year 2019 is \$6,598,292 based on an actuarial valuation performed as of October 1, 2018.

C. DESCRIPTION OF THE CITY

The City is frequently recognized as a top beach destination and received a Travelers’ Choice award in 2019 from TripAdvisor as the fourth-ranked beach in the United States. The City’s beaches, hotels, and historic resources attract tourists and visitors from all over the world.

The City provides general government services as well as community development activities including planning and zoning, building permit administration, code enforcement, and parking facilities. The City maintains a fire department with two fire stations, a public library, and an active recreation department featuring an aquatic center, parks, ballfields, covered park pavilions, and community rooms available for rent. Programs include youth activities, childcare, fitness classes, dance and hobby classes, senior trips, and sports leagues. The City provides sewer collection and transfer services with treatment provided by the City of St. Petersburg. Solid waste service is provided under contract with residents billed directly by the provider. As mentioned in the Background Section B., law enforcement services are provided by Pinellas County Sheriff’s Office. The City’s water is provided by Pinellas County Utilities and electric services are provided by Duke Energy. The City’s financial and budgetary information is available on the City’s website. Proposing financial institutions are encouraged to review these documents for reference purposes.

The City’s Fiscal Year 2020 Budget:

http://www.stpetebeach.org/images/stories/finance/FY2020/spb_2020_adopted_budget.pdf

Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2018:

http://www.stpetebeach.org/images/stories/finance/FY2018/2018_CAFR.pdf

Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2017:

http://www.stpetebeach.org/images/stories/finance/FY2017/City_of_St_Pete_Beach_CAFR_9.30.17.PDF

St. Pete Beach – AT A GLANCE

OVERVIEW:

City Population: 9,735
Total Direct Tax Rate: 3.15
2018 Taxable Values: >\$3 Bn
Total Long-Term Debt: \$21.1m

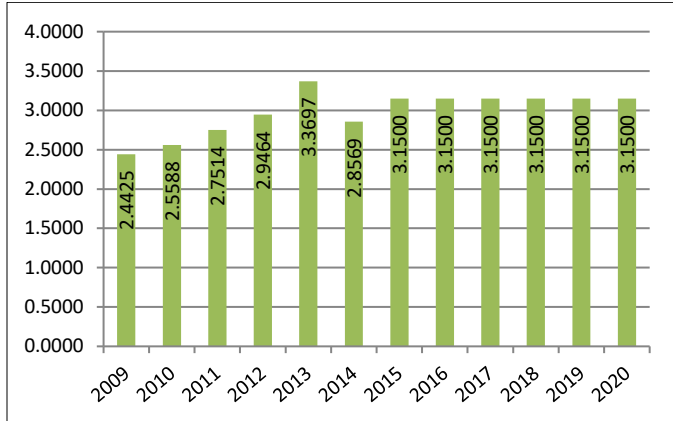
- ✓ 4th ranked beach in U.S. (2019, TripAdvisor)
- ✓ Per capita personal income: \$55,369
- ✓ Aa2 credit rating (Moody's 2015)
- ✓ Highest rate of property value growth in Pinellas County (2019)

CITY DATA:

Sources: US Census Bureau, 2018 CAFR & 2018-2019 Adopted Budget

Property Tax Rates Have Remained Constant

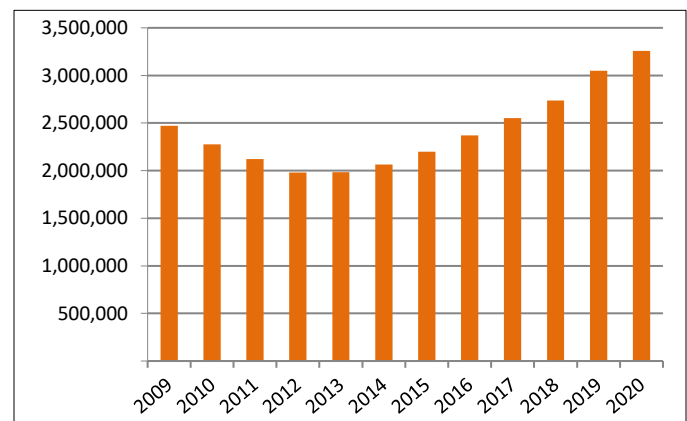
St. Pete Beach Property Tax Rate by Fiscal Year



Source: 2018 CAFR pg 100, 2019 & 2020 Adopted Budget pg 10

Taxable Values Exceed Pre-Recession Levels

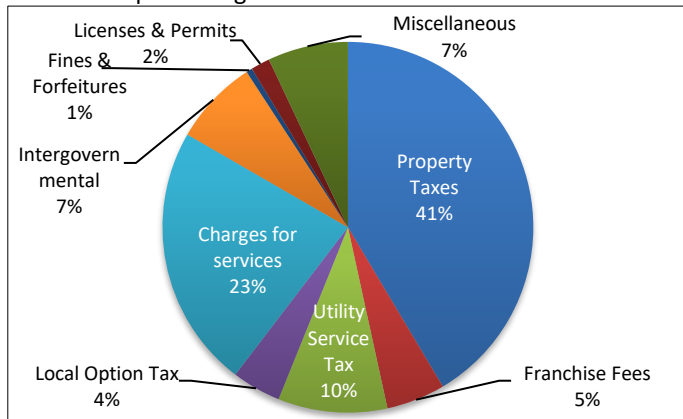
Taxable Values by Calendar Year (Billions)



Source: 2018 CAFR page 100 & 2019 Adopted Budget

Diversified General Fund Revenues

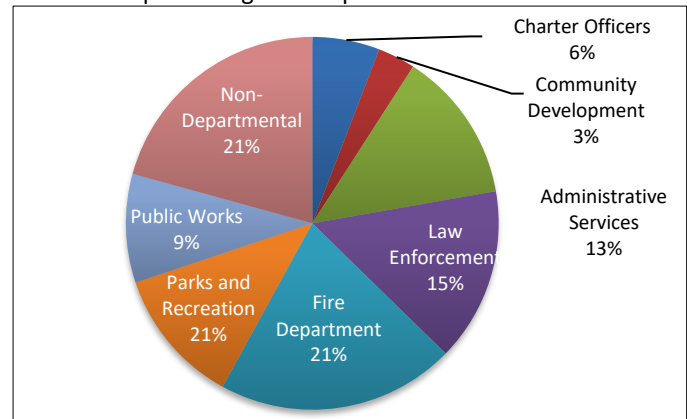
FY2020 Adopted Budget GF Revenue Breakdown*



Source: 2020 Adopted Budget pg 10

General Fund Expenditures

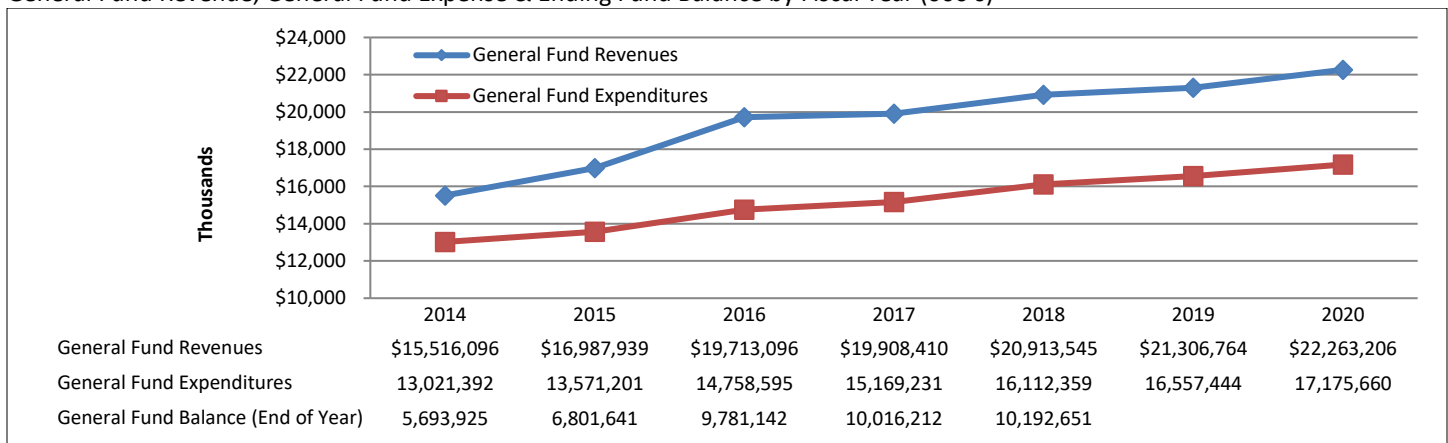
FY2020 Adopted Budget GF Expenditures breakdown*



Source: 2020 Adopted Budget pg 35

Fund Balance

General Fund Revenue, General Fund Expense & Ending Fund Balance by Fiscal Year (000's)



Source: 2014 thru 2018 CAFRs & 2019 and 2020 Adopted Budget pg 10

St. Pete Beach – AT A GLANCE

Top 10 Employers in St. Pete Beach

Top Employers
Tradewinds Island Resorts
The Don Cesar Beach Resort
Grand Plaza Hotel & Resort
Sirata Beach Resort
Castle Hotel
Publix Supermarket
City of St. Pete Beach
Winn Dixie Supermarket
Hurricane Lounge, Inc.
Sandpiper Beach Resort

Source: 2019 Adopted Budget pg 4

City of St. Pete Beach
Request for Proposals (RFP)

Taxable Pension Obligation Revenue Note

D. SECURITY

During the term of this Revenue Note the City will covenant and agree in the Resolution to appropriate in its annual budget, by amendment, if necessary, an amount of lawfully available non-Ad Valorem revenues in each fiscal year, sufficient to pay the principal and interest due on the Revenue Note in accordance with its terms during such fiscal year.

E. REVENUE NOTE REQUEST TERMS

Revenue Note	Not to exceed \$6,700,000
Purpose	The City has determined that it is in its best interest to borrow the amount of its unfunded Pension Fund liability at a lower interest rate than the valuation assumption of interest return.
Term	Fifteen years; Final Maturity of November 30, 2034
Rate	A fixed interest rate for the term of the Revenue Note. 1. Interest Calculation - Interest on the Revenue Note shall be payable semiannually and shall be computed based on a 360-day year consisting of 12, 30-day months for the actual number of days elapsed. 2. Maximum Rate Provision. The Lender will not charge any interest rate higher than permitted by law, and the City will be entitled to a refund of all unearned interest in excess of the maximum rate allowed by law.
Amortization	Level debt service
Repayment Provisions	Principal will be payable annually on each November 30 th , commencing on November 30, 2020 and interest semiannually on each May 30 th , and November 30 th , commencing on May 30, 2020.
Prepayment Options	Provide options for pre-payment and any other alternatives proposed by bidder.

City of St. Pete Beach
Request for Proposals (RFP)

Taxable Pension Obligation Revenue Note

Security	During the term of this Revenue Note the City will covenant and agree in the Ordinance to appropriate in its annual budget, by amendment, if necessary, an amount of lawfully available non-ad valorem revenues in each fiscal year, sufficient to pay the principal and interest due on the Revenue Note in accordance with its terms during such fiscal year.
Non- Bank Qualified	The borrowing is Non-Bank Qualified under Section 265(b)(3) of IRS code due to its taxable status.
Form of the Revenue Note	The Revenue Note would be funded to the City in full upon closing and shall mature on November 30, 2034, with annual principal and semiannual interest payments structured for level debt service. The City will not entertain any form of swap arrangement. The principal on the Revenue Note shall be payable in 15 annual installments on each November 30 th commencing November 30, 2020.
Other Financial Covenants	Other than the conditions specified herein, the Revenue Note as proposed by the Lender shall not impose other financial or non-financial covenants or conditions that may restrict or otherwise impact the City's ability to borrow and refinance its debts, set and collect its revenues, or conduct other parts of its municipal business.

F. DOCUMENTATION

Documentation for the Revenue Note will be provided by Nabors, Giblin & Nickerson, PA, Bond Counsel to the City, and their fees will be paid by the City. Estrada Hinojosa & Co., Inc., is acting as Financial Advisor to the City in connection with this Revenue Note and is not acting as a placement agent for the Revenue Note. The successful bidder will be required to deliver certain certificates at closing including:

- That it is a qualified institutional investor having knowledge and experience in financial and business matters and can evaluate the merits and risks of lending funds to the City;
- That it has had access to and has reviewed such information concerning the City as it has deemed necessary;
- That it understands the Revenue Note is not a general obligation of the City, but is payable solely by lawfully available non-ad valorem revenues listed as Security above and to be further described in the Resolution agreement;

City of St. Pete Beach
Request for Proposals (RFP)

Taxable Pension Obligation Revenue Note

- That it is not relying on disclosures from the City, and that it is making the Revenue Note for its own accounts and not with the purpose of resale or redistribution. The Revenue Note may be transferred in whole but not in part and only to qualified institutional investors who will provide the same certification at the time of transfer. The successful bidder must fund the Note from its own capital and must agree not to place the Note in any type of trust or other derivative financial product. No CUSIP numbers will be obtained and the Note will be evidenced by a certified promissory note registered in the successful bidder's legal name (i.e. no "street name" and no book-entry registration or registration to "Cede & Co.").

G. TERMS AND CONDITIONS

Please provide a proposal which includes the terms and conditions of the proposed Revenue Note. All proposals must include, but are not limited to, the information listed below:

1. Name of financial institution, address, telephone number, name, title, and signature of person authorized to submit and represent the proposer on this proposal.
2. Describe the internal credit approvals and timetable that would be required to approve the proposed lender Revenue Note. Describe the lender's ability to obtain all approvals necessary to facilitate a closing date no later than December 12th.
3. All financed amounts are approximate and will be finalized based on the closing date. For purposes of calculating when interest begins to accrue to the City, assume a closing date no later than December 12th and Revenue Note amount not to exceed \$6,700,000.
4. Revenue Note Terms
 - a. *Proposed interest rates:* The City requires that you provide a rate with no prepayment penalty. If your financial institution offers different rates with prepayment penalties, please provide additional proposals.
 - b. *Rate lock period:* Indicate the time period for which this proposal is valid.
 - c. *Formula* for determining rate if closing extends beyond Rate Lock Period.
 - d. *Debt service schedules:* Provide the schedule of payments, including the principal and interest portion of the debt service requirements for the Revenue Note.
 - e. *Additional covenants:* Describe any that may apply to the Revenue Note. The City shall not be required to indemnify the Lender for all loss, claims and expenses incurred by the Lender arising from or relating to the City's proposed or actual use of the proceeds of the Revenue Note, any commitment of the Revenue Note, or any matter relating to the documentation of this Revenue Note.

City of St. Pete Beach
Request for Proposals (RFP)

Taxable Pension Obligation Revenue Note

5. Bank's current long and short-term ratings, including outlooks.
6. Bank Counsel: Please list your proposed Legal Firm, Attorney name and contact information and a not-to-exceed amount for their fees. Revenue Note documentation will be prepared by the Borrower's Counsel.
7. Timing: Maximum time allowed between selection/approval of proposal and Revenue Note closing date.

Only proposals including fixed interest rates will be considered. Terms requiring principal acceleration, depository requirements, regulatory fee reimbursement, yield protection for reasons other than for taxable events, and loss of bank qualified status will not be considered. Any gross up provision for taxable events must include a statement of the maximum taxable rate that would be charged.

The City will select the proposal that is, in its sole opinion, in the best interests of the City considering the interest rate, terms, Revenue Note closing costs, and general covenants of the proposals and the acceptability to the City of any required documentation requested in a proposal. The City reserves the right to further negotiate the terms and conditions of any proposal or to select one Revenue Note proposal individually.

The City reserves the right to reject any and all proposals, to waive any informalities or irregularities in any proposal received, except the deadline for submission, to re-advertise for proposals, to request clarification of information or take any other such actions that may be deemed in the best interest of the City.

Costs associated with the preparation and submission of any proposal will not be reimbursed.

H. QUESTIONS

Questions or requests for additional information or clarification must be directed in writing no later than October 17th, 2019 to the City's Assistant City Manager and Financial Advisor:

Vincent Tenaglia, Assistant City Manager

vtenaglia@stpetebeach.org

Lourdes R. Abadin, Financial Advisor, Estrada Hinojosa

abadin@ehmuni.com

All questions and written responses will be posted on the City's website.

City of St. Pete Beach
Request for Proposals (RFP)

Taxable Pension Obligation Revenue Note

I. PROPOSAL SUBMITTAL

The proposal must be submitted via e-mail by 9:00 a.m. EST, on Tuesday, November 12, 2019. Proposals received after that time shall be considered late, and not opened.

The proposal shall be submitted via e-mail to the following e-mail addresses:

City Clerk	cityclerkdept@stpetebeach.org
Assistant City Manager	vtenaglia@stpetebeach.org
City Attorney	cityattorney@stpetebeach.org
City Financial Advisor	abadin@ehmuni.com

The City Commission (the “Commission”) expects to consider the financial institution and the issuance of City of St. Pete Beach, Florida Taxable, Pension Obligation Revenue Note (Police Officers’ Plan), Series 2019 at a Commission Meeting to be held on December 10th. The Commission Meeting Agenda deadline is fifteen (15) calendar days prior to the meeting, Monday, November 25th, by which time the authorizing Ordinance and Resolution, which includes the detailed terms of the Revenue Note must be in final form.

Contact with personnel of the City other than the Assistant City Manager or Financial Advisor regarding this request for proposals may be grounds for elimination from the selection process.

J. Tentative Schedule

Date	Action
Friday, October 4 th	RFP circulated
Thursday, October 17 th	Deadline for questions
Wednesday, November 6 th	Finance & Budget Review Committee Meeting
Tuesday, November 12 th	Proposals due 9:00 a.m. EST
Tuesday, November 12 th	City Commission Meeting – 1st Reading of Authorizing Ordinance
Tuesday, December 10 th	City Commission Meeting – 2nd Reading of Authorizing Ordinance and Approval of Resolution and Lender
Thursday, December 12 th	Closing Date

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

Issue Considered: Ordinance No. 2019-XX: Amending Division 2, Definitions, Division 22 - Type, quality, and size of plant material regarding the term “pervious”, vegetative ground covers and nonvegetative material, Appendix “A” for the establishment of fees.

Date: November 12, 2019

Prepared By: Wesley T. Wright, Community Development Director

Through: Alex Rey, City Manager

Summary of Issue: City Staff and the Planning Board have been discussing the residential landscaping standards as they relate to the amount of vegetative ground cover required and the maximum amount of stone and gravel that can be placed on a property. The current Land Development Code does not list “shell” as a material that can be used in lieu of the listed vegetative ground covers.

The Planning Board heard the proposed amendments on October 21, 2019 and unanimously recommended approval to the City Commission with amendments as outlined in the attached staff report. It is anticipated that the Planning Board will review the Ordinance for consistency with the Comprehensive Plan on November 18, 2019.

Funding: N/A

Requested Motion: “I move to approve Ordinance No. 2019-XX - Amending Division 2, Definitions, Division 22 - Type, quality, and size of plant material regarding the term “pervious”, vegetative ground covers and nonvegetative material and Appendix “A” for the establishment of a fee for work without a tree permit on first reading (read title).”

Attachment: Memorandum dated 16 September 2019
Staff Report
Ordinance 2019-xx
Appendix A

Reviewed by the

City Manager:

AR

ORDINANCE NO. 2019-XX

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, AMENDING THE LAND DEVELOPMENT CODE, SECTION 2.1 – WORDS, TERMS AND PHRASES DEFINED; SECTION 22.4. – TYPE, QUALITY AND SIZE OF PLANT MATERIAL; SECTION 22.14. - TREE REMOVAL PERMIT REQUIREMENTS; AND AMENDING APPENDIX “A” OF THE CODE OF ORDINANCES TO PROVIDE FOR A WORK WITHOUT A TREE PERMIT FEE, PROVIDING FOR CODIFICATION, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach periodically finds sections in its Land Development Code which require clarification, updating and/or amending; and

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

WHEREAS, on October 21, 2019, the City’s Planning Board sitting as the Local Planning Agency held a public hearing to consider the proposed Land Development Code changes and provided recommendations to the City Commission; and

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

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

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 provisions in this Section pertaining to the City’s Land Development Code are amended as follows:

Division 2, Sec. 2.1 (Words, terms and phrases defined) shall be amended as follows:

Pervious refers to any surface or material that permits water penetration into the ground. Such materials may include stone, shell, gravel, artificial turf and other similar nonvegetative materials installed in such a manner to permit water to penetrate the ground beneath the material. The materials may be provided with a porous underlayment for stability or to enhance attractiveness of the area so long as the surface and any underlayment remains pervious.

Sec. 22.4. – (Type, quality and size of plant material) shall be amended as follows:

(f) *Ground covers.* Vegetative gGround covers in lieu of grass, in whole or in part, shall be planted in such a manner as to present a finished appearance and reasonably complete coverage. In no instance shall nonvegetative pervious material (stone, shell, gravel, and artificial turf only)~~stone or gravel~~ be utilized for more than 20 percent of the minimum required pervious area. The 20 percent maximum nonvegetative portion of the required pervious area may be increased administratively if the homeowner installs an innovative landscape design that incorporates features that retain stormwater onsite, reduces the need for ground water irrigation, or increases the tree canopy as determined by professional best practices which include, but are not limited to, Florida-friendly landscaping, xeriscaping, and low-impact development. New construction that exceeds 10% of the zoning lot area shall require full compliance with this section. A recommended list of vegetative ground covers to be used includes, but is not limited to, the following:

Gallardia Pullchella (Gallardia)*

Helianthus Debuis (Beach Sunflower)*

Lantana Camara (Dwarf Yellow Lantana)*

Trachelospernum Jasmine Varigated (Varegated Confederate Jasmine)*

Trachelospernum Jasmine Minima Varegated (Varegated Dwarf Confederated Jasmine)*

Trachelospernum Jasminoides (Confederate Jasmine)*

Licania michauxii (Gopher Apple)

Scaevola plumieri (Inkberry)

Stachytarpheta jamaicensis (Prone Porterweed)*

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

Zamia pumila (Coontie)*

Muhlenbergia capillaris (Muhley Grass)*

Sec. 22.14. – (Tree removal permit requirements) shall be amended as follows:

(a) Unless preempted by state law, aAny person desiring a permit to remove a tree as required by this section shall make written application, accompanied by the payment of the applicable fee set forth in Appendix A, St. Pete Beach Code of Ordinances, to the city manager.

~~(b) Failure to obtain the required permit shall result in a penalty charge equal to twice the cost of the original permit or \$100.00, whichever is greater.~~

SECTION 3. “Appendix A” of the Code of Ordinance 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.

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

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 _____, 2019.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

City Attorney

Andrew Dickman, Esq.

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

“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 130. Vegetation	
Tree removal permit application filing fee	25.00
Tree removal permit appeal fee	20.00
<u>Commencement of work without tree removal permit</u>	<u>100.00</u>

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

CITY OF ST. PETE BEACH CITY COMMISSION AGENDA REPORT

TO: Mayor and City Commissioners

FROM: Wesley Wright, Community Development Director

THRU: Alex Rey, City Manager

DATE: November 12, 2019

SUBJECT: Ordinance No. 2019-xx to amend the Land Development Code as it relates to the term “pervious”, Section 22.4 – Type, quality and size of plant material; Section 22.14 – Tree removal permit requirements.

BACKGROUND:

Ordinance No. 2019-xx pertains primarily to the issue of ground covers as specified in Section 22.4 of the Land Development Code (LDC). Ground covers can be divided into two categories, vegetative and nonvegetative. At the present time, the only allowable nonvegetative ground covers per the LDC are stone and gravel. Increasingly, property owners seeking to develop or redevelop their property have been requesting alternatives to the allowed stone and gravel materials. Some alternative materials such as shell have been historically used in the past as evidenced by staff’s field observations in the City’s residential neighborhoods. In addition, there are some forms of artificial turf that are permeable as well.

In addition to ground covers, Section 22.14 has been amended to address potential conflicts between State law and the City’s local ordinance requirements.

DISCUSSION:

Community Development Department staff have reviewed the issue of ground covers and find that there is little difference between stone and gravel when compared to shell and artificial turf provided that all of these ground covers be installed in such a manner as to allow water to percolate into the ground. The proposed changes to the LDC will allow for attractive and innovative ways to landscape a portion of the required pervious area in a manner that retains stormwater on-site while reducing the need for irrigation and the application of fertilizers that could potentially run off into Boca Ciega Bay or the Gulf of Mexico. The maximum 20 percent of nonvegetative material, of the required pervious area, could be allowed to increase administratively if the homeowner installs an approved innovative design that incorporates features that ensure the retention of stormwater on-site, reduce the need for irrigation, and/or increase the property’s tree canopy.

PLANNING BOARD:

On October 21, 2019, The Planning Board, sitting as the Local Planning Agency (LPA), heard the proposed amendments to Ordinance No. 2019-xx and unanimously recommended approval to the City Commission with the following amendments: Define “new construction” and establish best practices (in Section 22-4) and change section (a) to “Unless preempted by state law” and strike section (b) (in Section 22.14). Staff has revised the proposed Ordinance to reflect these changes.

The Planning Board, sitting as the LPA, will review proposed Ordinance 2019-xx on November 18, 2019 for consistency with St. Pete Beach’s Comprehensive Plan.

CONSISTENCY WITH THE COMPREHENSIVE PLAN – STAFF REVIEW

Staff has reviewed the proposed Ordinance and finds it to be consistent with the City of St. Pete Beach’s Comprehensive Plan specifically as follows:

FUTURE LAND USE ELEMENT

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 2.7

Consistent with this comprehensive plan, as amended, development activities shall be regulated to ensure the protection of natural resources.

Policy 2.7.10

As administered through the LDC, land use proposals which could potentially increase point-source air and water pollution shall not be permitted, and Green building and site design standards, strategies, practices and technologies that reduce air and water pollution shall be adopted and implemented in the LDC.

Policy 2.7.13

The City shall cooperate with Pinellas County, regional and state efforts to monitor and improve the water quality of Boca Ciega Bay.

Policy 2.7.14

The City's limited non-potable water resources shall be conserved and protected from depletion or over-development through the implementation of water conservation site design techniques including Florida Friendly and waterwise landscapes through the administration of the Future Land Use Map and Future Land Use Element Policies.

Objective 2.8

Consistent with this comprehensive plan, as amended, the City shall seek to improve the storm water drainage system located within its municipal boundaries.

Policy 2.8.4

Impervious surfaces shall be limited through the application of lot coverage standards in the Future Land Use Element.

Coastal and Conservation Element

GOAL 1:

To ensure the highest environmental quality possible, the City of St. Pete Beach shall conserve, protect and appropriately manage the natural resources (aquatic, wetland and terrestrial).

Objective 1.1

In accordance with this Comprehensive Plan the City shall continue to protect the quality and quantity of surface and groundwater.

Policy 1.1.3

The City shall continue to support the standards and regulations set forth in the Pinellas Aquatic Preserve Management Plan to protect and enhance the water quality of Boca Ciega Bay.

Objective 1.2

Regulations for development within the 100-year flood plain shall be strictly enforced.

Policy 1.2.5

The City shall minimize the amount of impervious surface in order to promote groundwater filtration, minimize runoff and stabilize water quality.

STAFF RECOMMENDATION:

Staff recommends the approval of Ordinance No. 2019-xx as revised by the Planning Board on Second and Final reading on December 10, 2019.

MEMORANDUM

DATE: September 16, 2019
TO: Planning Board, City of St. Pete Beach
FROM: Wesley Wright, CDD Director & Andrew Dickman, City Attorney
RE: Tree Protection / Residential Landscaping

As a follow up to the previous presentation, staff is requesting consideration of potential amendments to the City's Landscaping and Tree Protection Ordinance (attached for reference, pages 6 - 21), specifically related to residential areas in the City.

First, the Ordinance may require modification caused by a new state law, which reads:

Local government tree maintenance regulations vary but can require property owners to obtain a permit or pay a fee prior to trimming or removing trees on residential property. CS/HB 1159 prohibits a local government from requiring a notice, application, approval, permit, fee, or mitigation for the pruning, trimming, or removal of a tree on residential property if the tree presents a danger to persons or property, as documented by a certified arborist or licensed landscape architect. A local government may not require a property owner to replant a tree that has been pruned, trimmed, or removed in accordance with the bill provisions. The bill does not apply to mangrove trees, which the trimming and alteration of is regulated statewide by the Department of Environmental Protection.

(Florida Senate Bill Summary, <http://flsenate.gov/session/bill/2019/1159>).

Second, as single-family homes in the City are developed, redeveloped, updated or modified, landscaping and ground cover requirements may require amendments. The following photographs illustrate the variety of existing conditions in the City's neighborhoods.









DIVISION 22 - LANDSCAPING AND TREE PROTECTION^[1]

Footnotes:

--- (1) ---

Editor's note— Ord. No. 2005-38, § 2, adopted Nov. 8, 2005, amended Div. 22, in its entirety, to read as herein set out. Prior to inclusion of said ordinance, Div. 22 pertained to similar subject matter. See also the Code Comparative Table.

Sec. 22.1. - Purpose and intent.

It is the intent and purpose of these regulations to provide standards for landscaping and tree protection to improve the appearance of the city, as well as assist in the natural control of air and water pollution and soil conservation. Emphasis shall be placed upon landscaping as a means of achieving beauty in the community. It will be required on all projects, and in some projects and areas it will be the primary tool available. Landscaping is considered extremely important to the aesthetic and environmental goals of the city.

(Ord. No. 2005-38, § 2, 11-8-05)

Sec. 22.2. - Applicability.

The minimum requirements set out in this section are applicable to each zoning district relative to tree protection, the landscaping of certain setback areas and additional required on-site landscaping, including vehicular use areas. Landscape design and planning shall be integrated into the overall design concept and not be considered merely as an afterthought. Towards this end, proposed landscaping schemes will be evaluated as to their relationship to the existing natural landscape, developed and other proposed landscape, including those on adjacent properties and street rights-of-way and the building or buildings proposed. The city may require additional landscaping if it deemed important for buffering or screening.

(Ord. No. 2005-38, § 2, 11-8-05)

Sec. 22.3. - General requirements.

- (a) *Plan approval.* All new construction, except single-family and two-family dwellings as regulated under section 22.5, must have a site plan and landscape plan approved by the city prior to the issuance of a building permit.
- (b) *Screening of certain areas.* Screening shall be employed for parking lots as required, and to mask from the public view such service areas as trash and garbage areas, outside equipment of unaesthetic character, and accessory buildings or areas not enhancing or in keeping with the aesthetics of the project or the neighborhood.
- (c) *Installation.* All landscaping shall be installed in accordance with the approved landscape plan prior to issuance of a certificate of occupancy and shall be installed in accordance with accepted landscape practices within the area. All plant material listed as Category I by the Florida Exotic Pest Plants Council (FEPPC) shall be removed prior to issuance of certificate of occupancy.
- (d) *Maintenance.* The owner and tenant, or their agent, if any, shall be jointly and severally responsible for the maintenance of all landscaping in accordance with section 22.10, and landscaped areas shall be so maintained as to present a healthy, neat and orderly appearance and shall be kept free from

refuse and debris. If trees, shrubs or other landscape material should die, such materials must be replaced within 30 days.

- (e) *Protection of landscaped areas.* All landscaped areas shall be protected from vehicular encroachment by curbs, wheel stops or other similar device.
- (f) *Preservation of existing plant material.* In instances where healthy plant material exists on a site prior to its development, in part or in whole, for purposes of off-street parking or other vehicular use areas, or in conjunction with other landscaping requirements, an applicant will be encouraged to retain such landscaping. The city manager may adjust the application of the standards set out in this section to allow credit for such plant material if, in his opinion, such an adjustment is in keeping with and will preserve the intent of this section.
- (g) *Reclamation.* In the event construction activity ceases on a zoning lot that has been cleared of vegetation, the owner shall be required to restore sufficient vegetation and/or provide such other means, as determined by the city, to ensure the stability of the soil on the lot.

(Ord. No. 2005-38, § 2, 11-8-05)

Sec. 22.4. - Type, quality and size of plant material.

- (a) *Quality.* Plant materials used in conformance with the provisions of this article shall conform to the standard for Florida No. 1 or better, as given in Grades and Standards for Nursery Plants, part I, 1963, and part II, published by the Florida Department of Agriculture, or equal.
 - (b) *Invasive exotic plant materials.* No plant listed by the Florida Exotic Pest Plants Council shall be counted towards the required landscaping.
 - (c) *Trees.* Except as otherwise provided herein, all trees planted under the provisions of this Code shall be of a species having an average crown of greater than 15 feet at maturity and having a trunk which can be maintained in a clean condition, free of branches, from grade to five feet above grade. Trees having an average mature spread of crown less than 15 feet may be substituted by grouping the trees so as to create the equivalent of a 15-foot crown spread.
- (1) *Canopy trees shall have a minimum height of 12 feet* and a DBH dimension of three inches at the time of planting. A recommended list of canopy trees and palms to be used includes but is not limited to the following types:

Quercus virginiana (Live Oak)

Conocarpus erectus (Buttonwood)

Conocarpus erectus serviceus (Silver Buttonwood)*

Tabebuia Caraba (Silver Trumpet/Yellow Flower)*

Pinus elliottii (Slash Pine)

Tabebuia argentia (Gold Tree)

Swietenia mahogani (Mahogany)

Celtis laevigata (Sugarberry)

Platanus occidentalis (Sycamore)

Juniperus silicicola (Southern Red Cedar)

Bucida buceras (Black Olive)

- (2) One of the following palms is equivalent to one required canopy tree when planted at the required height of 12 feet of clear trunk:

Phoenix dactylifera (Medjool Date Palm)*

Phoenix canariensis (Canary Island Date Palm)

Roystonea elata (Royal Palm)*

Cocos nucifera (Coconut Palm)*

Or any single or multi-stemmed palm known to be of equivalent mature size.

- (3) Three of the following palms are equivalent to one required canopy tree when planted at the required height of eight feet of clear trunk:

Syragus romanzoffiana (Queen Palm)

Acoelorrhaphe wrightii (Paurotis Palm)

Sabal palmetto Cabbage Palm (Sabal Palm)*

Washingtonia robusta (Washingtonian Palm)

Or any single palm known to be of equivalent mature size.

- (4) Required canopy trees may be replaced with under-story trees when the mature height of the canopy trees will conflict with overhead power lines, excluding service drops. Appropriate setbacks of trees from such power lines, as referenced by Florida Power and Light's "Plant the Right Tree in the Right Place" publication shall be required, a copy of which is on file at the office of the city clerk.

- (5) Accent/under-story trees shall be a minimum of eight feet in overall height and a tree DBH dimension of two inches at the time of planting.

- (6) The following is a recommended list of accent/under-story trees to be used:

Jatropha Hastata Compacta (Jatropha)*

Coccoloba Uvifera (Sea Grape)

Coccoloba diversifolia. (Pigeon Plum)

Tecoma stans (Yellow Elder)

Persea borbonia (Redbay)

Ilex vomitoria (Yaupon Holly)*

Callistemon vaminalis (Weeping bottlebrush)

Eriobotrya japonica (Loquat)

Myrica cerifera (Wax Myrtle)

Lagerstroemia indica (Crepe Myrtle)

- (d) *Credit for saving existing trees.* No credit shall be given to canopy trees identified by these regulations as nuisance trees. The following trees shall be considered nuisance trees: *Malalueca quinquenervia* (Punk Tree), *Schinus terebinthifolius* (Brazilian Pepper), *Casuarina* spp. (Australian Pine), *Cupaniopsis anacardioides* (Carrotwood), *Melia azedarack* (China Berry), and *Sapium*

sebiferum (Chinese Tallow) or any tree listed by the Florida Pest Plant Council. Credit is given for existing canopy trees, in good health as provided below:

- (1) Credit is given at the following ratios for existing canopy trees in good health to be preserved:

4"—10" DBH = 1 tree

10"—20" DBH = 2 trees

Over 20" DBH = 3 trees

- (2) Credit is given at the ratio of three palms to one tree for existing native palms.

- (3) A maximum ten percent required parking credit may be allowed for the purpose of preserving native trees.

- (e) *Shrubs and hedges.* Shrubs and hedges shall be a minimum of two feet in height when measured immediately after planting. Hedges, where required, shall be planted and maintained so as to form a continuous unbroken solid visual screen within one year after time of planting. A recommended list of shrubs and hedges to be used includes, but is not limited to, the following:

Rapholepis Indica (Dwarf Indian Hawthorne)*

Conocarpus erectus (Buttonwood)

Coccoloba Uvifera (Sea Grape)

Allamanda Cathartica (Dwarf Allamanda)*

Plumbago Capensis (Blue Plumbago)*

Serenoa Repens (Saw Palmetto)*

Penta Lanceolata (Pentas)*

Chrysobalanus icaco (Cocoplum)

Myrica pumila (Dwarf Wax Myrtle)

Ilex vomitoria (Dwarf Yaupon Holly)

Lantana involucrata (Beach Lantana)

Viburnum obovatum (Walter Viburnum)*

- (f) *Ground covers.* Ground covers in lieu of grass, in whole or in part, shall be planted in such a manner as to present a finished appearance and reasonably complete coverage. In no instance shall stone or gravel be utilized for more than 20 percent of the minimum required pervious area. A recommended list of ground covers to be used includes, but is not limited to, the following:

Gallardia Pullchella (Gallardia)*

Helianthus Debius (Beach Sunflower)*

Lantana Camara (Dwarf Yellow Lantana)*

Trachelospernum Jasmine Varigated (Varegated Confederate Jasmine)*

Trachelospernum Jasmine Minima Varegated (Varegated Dwarf Confederate Jasmine)*

Trachelospernum Jasminoides (Confederate Jasmine)*

Licania michauxii (Gopher Apple)

Scaevola plumieri (Inkberry)

Stachytarpheta jamaicensis (Prone Porterweed)*

Zamia pumila (Coontie)*

Muhlenbergia capillaris (Muhley Grass)*

- (g) **Lawn grass.** Grass areas shall be planted in species normally grown in permanent lawns in the city area. Grass areas may be sodded, plugged or sprigged, except that solid sod shall be used in swales or other areas subject to erosion. A recommended list of ground covers to be used includes but is not limited to, the following:

Stenotaphrum secundatum (St. Augustine)

Paspalum vaginatum (Seashore Paspalum)

(Ord. No. 2005-38, § 2, 11-8-05; Ord. No. 2017-30, § 2, 2-27-18)

Sec. 22.5. - Landscaping for single-family and two-family dwellings.

All new or substantially improved single-family and two-family dwellings shall be landscaped in accordance with this subsection prior to the issuance of a certificate of occupancy.

- (a) **Trees required.** All trees shall meet the standards of section 22.4. The number of trees required to be planted upon construction of a single-family and two-family dwelling shall be as follows:

Lot Size	Minimum Number of Trees
3,500 to 6,000 square feet	2 trees
6,001 to 7,500 square feet	3 trees
7,501 to 10,000 square feet	4 trees
10,001 to 16,000 square feet	6 trees
Over 16,000 square feet	8 trees

- (b) **Credit for remaining trees.** If, on a zoning lot for a single-family or two-family dwelling, existing trees can be saved and will remain in good condition when construction is complete, credit shall be given pursuant to section 22.4(d).

- (c) **Other materials.** The remainder of the required landscaped areas shall be adequately landscaped with shrubs, grass, ground cover or other landscape treatment as described in subsection 22.4.

(Ord. No. 2005-38, § 2, 11-8-05)

Sec. 22.6. - Landscaping for all other developments.

- (a) *New multifamily and all nonresidential developments.* New multifamily and all nonresidential developments shall be landscaped in accordance with the applicable provisions of this section.
- (b) *Additions to existing buildings.* When the cost of any addition to or renovation of an existing multifamily or nonresidential building is determined to be a substantial improvement, as defined in Division 2, the property shall be landscaped in accordance with paragraph (a) prior to the issuance of a certificate of occupancy. If the proposed addition or renovation will not constitute a substantial improvement and if the property does not comply with the requirements of this division, one square foot of landscaping for each one square foot of additional building area shall be required. If no buildings are constructed, landscaping equal to the following table shall be required.

Cost of Renovation	Dollar Amount of Landscaping Required
\$1,001.00—\$10,000.00	25 percent of renovations costs
\$10,001.00—\$25,000.00	20 percent of renovations costs
\$25,001.00—\$100,000.00	15 percent of renovations costs
Over \$100,001.00	10 percent of renovations costs

In the event that the required landscaping cannot be placed on the property in such a way as to permit proper maintenance, said landscaping may be placed in the public right-of-way with the approval of the city. If that is not practical, a payment in accordance with the table above may be made to the city for landscaping in an appropriate area.

- (c) *Changes in use.* Changes in use of existing buildings shall require the landscaping of the property to bring it into full compliance with all the standards provided in this section.
- (d) *Community Redevelopment District (CRD).* All new projects within the CRD abutting Gulf Boulevard and Blind Pass Road are encouraged to utilize plant material marked with an (*) within the front setback.

(Ord. No. 2005-38, § 2, 11-8-05)

Sec. 22.7. - Development standards.

- (a) *Front setback areas.* Required landscaping in front setback areas in all districts, except RU-1, RU-2 and RLM-1, shall be as follows:
 - (1) *Minimum size of landscaped areas.* Except where driveways and walkways providing ingress and egress crossing the property line, the entire length of the property frontage shall be landscaped and shall have a minimum depth from the front property line inward to the property equal to ten percent of the adjacent right-of-way width.
 - (2) *Minimum number of trees.* The total number of trees shall not be less than one for each 180 square feet or fraction thereof of the area to be landscaped.

- (3) *Other materials.* The remainder of the required landscaped areas shall be adequately landscaped with a mixture of shrubs, grass, ground cover or other approved landscape treatment.
- (b) **Vehicular use areas.** Except along the boundary of a vehicular use area that is landscaped in accordance with paragraph (a) preceding, other vehicular use areas, where such areas will not be entirely screened visually by an intervening building or structure from any abutting property line there shall be provided landscaping between such areas and such property lines as follows:
 - (1) *Planting area.* A strip of land at least six feet in depth, located between the property line and the vehicular use area shall be landscaped.
 - (2) *Minimum number of trees.* The minimum number of trees is one tree for each 30 linear feet or fraction thereof.
 - (3) *Minimum size of landscaped areas.* Except for driveways crossing property lines, the entire boundary of the vehicle use area shall be landscaped.
 - (4) *Hedge required.* Unless otherwise approved during the site plan review process, a hedge in accordance with section 22.4 of at least two feet in height shall be placed along the entire length of such landscaped area.
 - (5) *Other materials.* The remainder of the required landscaped area shall be landscaped with grass, ground cover or other approved landscaping treatment.
- (c) **Interior landscaping for vehicular use areas.**
 - (1) *Area to be landscaped.*
 - a. *Minimum area per parking space.* Off-street parking areas shall have at least 20 square feet of interior landscaping for each parking space, excluding those spaces abutting a perimeter for which landscaping is required by other parts of this section.
 - b. *Minimum area relative to other vehicular use areas.* In addition, other vehicular use areas, such as loading areas or vehicle storage lots, shall have two square feet of landscaping area for each 100 square feet or fraction thereof.
 - c. *Determination of size of vehicular use areas.* Where the property contains both parking areas and other vehicular use areas, the two types of areas may be separated for the purposes of determining the other vehicular use areas by first multiplying the total number of parking spaces by 300 and subtracting the resulting figure from the total square footage of paved areas.
 - d. *Minimum size of landscaped areas.* Each separate landscaped area shall contain a minimum of 400 square feet and shall have a minimum dimension of at least ten feet, unless otherwise specifically provided for elsewhere in this Code.
 - e. *Parking areas with fewer than 20 parking spaces.* On properties with fewer than 20 total parking spaces, interior landscaping required above may be added to the perimeter landscape areas pursuant to paragraph (3) below.
 - (2) *Plant materials.*
 - a. *Generally.* Each separate landscaped area shall include at least one tree, as specified in section 22.4(c), with the remaining area adequately landscaped with shrubs, ground cover or other approved landscaping material.
 - b. *Minimum number of trees.* The total number of trees shall not be less than one for each 100 square feet or fraction thereof of required interior landscaping areas.
 - c. *Location of landscaped areas.* Such landscaped areas shall be located in such a manner as to divide and break up the expanse of paving and at strategic points to guide traffic flow and direction.

- (3) *Exception.* In off-street parking areas and other vehicular use areas where the strict application of this section will seriously limit the function of such area, the required landscaping may be permitted to be located along the perimeters of the area, including such perimeters which may be adjacent to the building on the site. Such landscaping shall be in addition to all other landscaping requirements.
- (d) *Walkways, pedestrian connections and additional landscaped areas.* Pedestrian walkways shall be landscaped with additional shade or ornamental trees equal to an average of one shade tree per 50 linear feet of walkway, unless the walkway is adjacent or included within an existing compliant buffer or frontage planting. One shade tree shall be planted for each 200 square feet of separate additional landscaped area.

(Ord. No. 2005-38, § 2, 11-8-05)

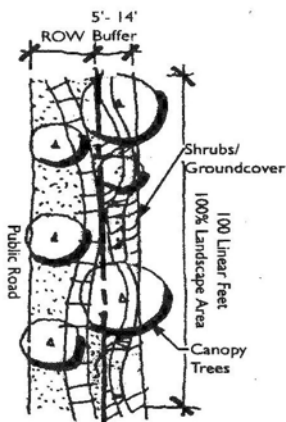
Sec. 22.8. - Buffer requirements and installation standards.

- (a) *Generally.* A buffer shall be defined as specified land area together with its planting and landscaping requirements. Buffers may also contain a barrier, such as a fence, wall, hedge, or berm, where such additional screening is necessary to achieve the desired degree of buffering between adjacent uses.

Landscaped buffers shall be required to separate transient accommodation and nonresidential uses from residential or institutional uses, where such area abuts property zoned or in fact used primarily for residential or institutional purposes, to eliminate or minimize potential negative effects such as dirt, noise, litter, glare of lights, signs, parking areas, or to provide spacing to reduce the adverse impacts of noise, odor, or danger from fires or explosions. The size and nature of the buffer shall be determined by the site plan process. Buffers shall be subject to the following provisions:

- (1) A buffer may be used for passive recreation, when appropriate upon approval of the approving authority.
- (2) A buffer may be used for utility or drainage easements, provided that the requirements of such use and the buffer requirements are compatible.
- (3) A buffer may be used for satisfaction of minimum setback requirements.
- (4) A buffer may be used for satisfaction of minimum open space requirements.
- (5) A buffer may be used for storm water retention or detention areas so long as the required buffer plantings are provided and the design and landscaping of the buffer does not interfere with proper functioning of the drainage system and the design water depth does not harm the viability of the plantings.
- (6) A buffer may be used for passive recreation such as pedestrian or bicycle trails subject to the following limitations:
 - a. No plant material is eliminated.
 - b. The total width of the buffer is maintained.
 - c. All other requirements of these regulations are met.
- (7) A buffer may be used for installation of underground utilities and utility structures provided such structures do not exceed four feet in height so long as the location and use of the utility lines does not interfere with required buffer plantings.
- (8) The following uses shall not be allowed in a required buffer: principal structures, accessory structures, swimming pools, tennis courts, or similar active recreation uses; storage facilities, or parking facilities.
- (9) Buffers shall remain part of the zoning lot for which they are required.

- (10) The required buffer shall not contain any development, impervious surfaces, or site features that do not function to meet the standards of this section. No grading, development, or land-disturbing activities shall occur within the buffer unless approved as part of a development permit. Storm water detention, retention or treatment areas and easements shall be shown on the approved landscape plan and such areas shall not occupy more than 50 percent, horizontally, of the width of the buffer.
 - (11) The arrangement of required plants and trees shall be distributed in a relatively uniform manner and as depicted on the approved landscape plan.
 - (12) Existing trees and vegetation within a required buffer, which meet these requirements may be counted toward the total buffer plant material requirements. If existing trees and plants do not fully meet the standards for the type of buffer required, additional vegetation shall be planted.
- (b) *Location of buffers.* The buffers required by these regulations shall be located along the perimeter of a zoning lot where required, extending the entire length of the zoning lot, except at approved entrances or exits to the property or in required sight triangles. Buffers shall extend to the zoning lot line or right-of-way line, except where easements, covenants, or natural features may require the buffer to be set back from the property line.
- (1) Buffers shall not be located on any portion of an existing, dedicated, or proposed right-of-way, road easement, or private street.
 - (2) Where an existing utility easement is partially or wholly within a required buffer, the developer shall design the buffer to eliminate or minimize plantings within the easement. Such design may necessitate choosing a buffer with more land area or fewer required plantings.
 - (3) All general landscape requirements of these regulations shall be met.
- (c) *Landscape buffer along public streets.* Landscape buffers along "A" and "B" streets shall meet the following guidelines:
- (1) A five- to 15-foot landscape buffer shall be required along public streets and shall include shade trees and groundcover.
 - (2) All planted shrub and groundcover areas shall achieve a 100-percent coverage of their planting area within one year.
 - (3) Permitted features for front buffers - sidewalks, signs, low wall and picket fences (wrought iron, wood or PVC).
 - (4) Additional features such as a knee walls and decorative picket fencing are permissible with the following standards.



- a. Knee wall - maximum 24 inches.

- b. Decorative fencing - maximum 48 inches and must have at least 50 percent of required buffer planting adjacent to right-of-way.
- (5) Prohibited features in front buffers - chain-link fences, walls greater than two feet, loading, service or dumpsters areas or similar items may not be placed in the front buffer or in any additional "open space" adjacent to the street or any direction visible from the street.
- (d) *Buffer requirements.* The following types of buffers shall be required for the uses described and illustrated on the following pages.
 - (1) Commercial use adjacent to single-family or two-family residential — Type C
 - (2) Transient accommodation use adjacent to single-family or two-family residential — Type C
 - (3) Mixed use adjacent to single-family or two-family residential — Type B
 - (4) Commercial use adjacent to mixed-use with residential component — Type B
 - (5) Multi-family use adjacent to single-family or two-family residential — Type B
 - (6) Commercial use adjacent to commercial use — Type A
 - (7) Commercial use adjacent to transient accommodation use — Type B
 - (8) Multi-family use adjacent to multi-family use — Type A
- (e) *Fencing within buffers.* Fencing for the purpose of security or protection is allowable within all buffers provided the fence is in compliance with the applicable standards of these regulations. Developments proposing a privacy fence five feet or more in height within a required buffer may be allowed a 50 percent reduction in the density of plantings. Such request shall be submitted in writing by the applicant and shall include provisions by the owner for maintenance of the buffer and the fencing.

Buffer - Type A

Required Plant
Units per 100 feet

Width

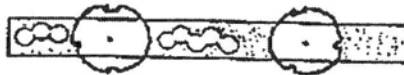
2.4 trees
20 shrubs

5 feet*



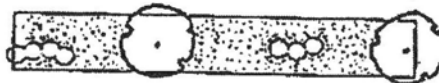
2 trees
8 shrubs

10 feet



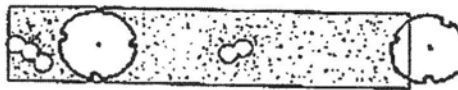
1.6 trees
6.4 shrubs

15 feet



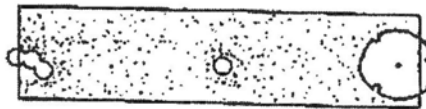
1.2 trees
4.8 shrubs

20 feet



1.0 tree
3.2 shrubs

25 feet



*Requires continuous hedge @ 5 feet O.C. maximum spacing; minimum installed height of 3.5 feet.

Buffer Type B

Required Plant
Units per 100 feet

Width

4.8 trees
20 shrubs

10 feet*



4.8 trees
19.2 shrubs

15 feet



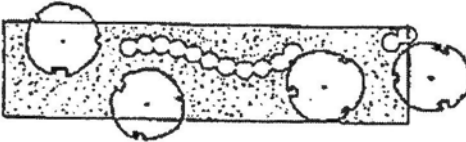
4 trees
16 shrubs

20 feet



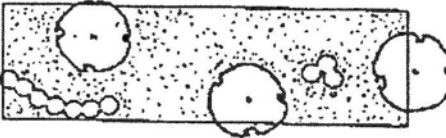
3.2 trees
12.8 shrubs

25 feet



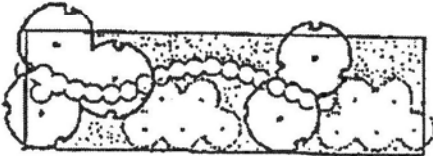
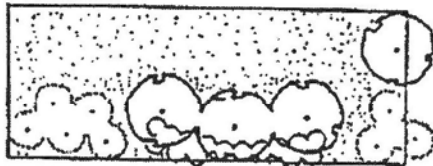
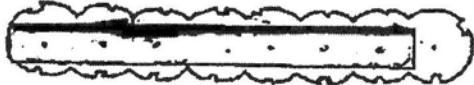
2.4 trees
9.6 shrubs

30 feet



*Requires continuous hedge @ 5 feet O.C. maximum spacing; minimum installed height of 3.5 feet.

Buffer Type C

Required Plant Units per 100 feet	Width	
7.2 trees 28.8 shrubs	15 feet*	
6 trees 24 shrubs 12 conifers	25 feet	
4.8 trees 19.2 shrubs 9.6 conifers	35 feet	
3.6 trees 14.4 shrubs 7.2 conifers	45 feet	
7.2 trees Opaque Wall	10 feet*	

*Requires continuous hedge @ 5 feet O.C. maximum spacing; minimum installed height 3.5 feet.

(f) *Plant sizes and design requirements.*

- (1) Trees in buffers of ten feet or less should be small or medium. Trees in buffers of more than ten feet may be small, medium, or large provided, however, at least one-half of the required trees shall be large. Trees used in required buffers may be used to meet the required plantings for the property, provided the trees meet or exceed all size, type, and location requirements for replacement trees as specified in these regulations.
- (2) Alternative designs for required buffers may be approved by the city manager upon a finding that such alternative design meets the intent of these regulations and sound landscaping practices. In no case is the city manager authorized to reduce the width of a buffer or the total number of plants required on the site.

(Ord. No. 2005-38, § 2, 11-8-05)

Sec. 22.9. - Preservation standards.

- (a) *Construction barriers.* During the development of the property, the owner of the property shall be responsible for the erection of any and all barriers or protective guards necessary to protect any existing or installed vegetation from damage during construction.
- (b) *Wall.* Wherever a change of grade is planned, the trees to be preserved shall be protected by a wall so as to preserve the existing grade for the tree's root system.
- (c) *Topsoil.* Wherever a change of grade is planned, the topsoil stripped on site shall be preserved for the new landscaping to be installed.

(Ord. No. 2005-38, § 2, 11-8-05)

Sec. 22.10. - Maintenance standards.

- (a) *Landscaped areas.* All required landscaped areas must include an in-ground automatic irrigation system. The plantings in any landscaped area must be properly maintained in order for the landscaped area to fulfill the purposes for which it was established. Such maintenance shall include all actions necessary to keep the landscaped area free of litter and debris and to keep plantings healthy and orderly in appearance. Where reclaimed water is not used to irrigate, the developer is required to use drip or micro-spray irrigation systems.
- (b) *Buffers.* The plantings, fences, walls, and berms that constitute a buffer must be properly maintained in order for the buffer to fulfill the purpose for which it is established. Such maintenance shall include all actions necessary to keep the buffer free of litter and debris, and to keep plantings, walls, fences, and berms in good repair and neat appearance. All buffer material shall be protected from damage by motor vehicles or pedestrians which could reduce the effectiveness of the buffer.
- (c) *Damage.* In the event that any vegetation or physical element functioning to meet the standards of this division is severely damaged, it shall be replanted or replaced within 30 days. In the event that the damage is found to be caused by a catastrophic event, a grace period of 180 days shall be granted for replacement.
- (d) *Pruning.* Trees shall be pruned in accordance with the pruning standards of the American National Standards Institute (ANSI publication A300); however, the topping of trees is prohibited. Topping shall be considered a violation of Section 22.11 of this division.

(Ord. No. 2005-38, § 2, 11-8-05)

Sec. 22.11. - Tree protection.

It shall be unlawful for any person to remove or cause to be removed any tree having a DBH of three inches or more or any palm with a height of eight feet or more overall without first having obtained a tree removal permit from the city in accordance with section 22.13. Diameter at breast height or DBH means the measurement of a single-stemmed or multi-stemmed tree at four and one-half feet above grade.

(Ord. No. 2005-38, § 2, 11-8-05)

Sec. 22.12. - Tree removal permit required.

Approval of a tree removal permit shall be regulated by the following:

- (a) *Mangroves.* Mangroves shall be removed only in accordance with the provisions of F.S. §§ 403.9321 through 403.9333.

- (b) *Approved permits.* Tree removal permits issued by the city, in accordance with the administrative regulations pertaining thereto, shall be valid for a period of three months from the date of issuance.
- (c) *New development or redevelopment.* When the development of a vacant property or the redevelopment of an existing developed property is proposed, the following requirements shall be followed:
 - (1) Where no trees having a three-inch DBH or greater exist on a site proposed for development, an applicant for a development permit shall verify in writing at the time of permit application that no protected trees exist. Such verification shall be in the form of a notarized statement which shall be filed with the application.
 - (2) Where such trees do exist on a site proposed for development or redevelopment and are proposed for removal or relocation, a plan showing in what manner removed trees will be replaced or where such trees will be relocated shall be submitted with the application.
 - (3) Where such trees will remain, a plan shall be submitted showing how such trees will be protected during the development process.
- (d) *Standards for approval.* In determining whether or not a permit should be issued, the city manager shall consider and base his decision on the following:
 - (1) The condition of the tree with respect to disease, insect attack, danger of falling, proximity to existing or proposed structures and interference with utilities;
 - (2) The necessity of removing a tree to construct proposed improvements in order to allow reasonable economic use of the property;
 - (3) Whether the tree has been determined to be an historic or specimen tree, meaning a tree which has been determined to be of notable historic or high value to the city because of type, size, age or community association;
 - (4) Impact upon the urban and natural environment including:
 - a. *Ecological impacts.* Whether the removal of trees will have an adverse impact upon existing biological and ecological systems, microclimatic conditions which directly affect these systems, or whether such removals will create conditions which may adversely affect the dynamic equilibrium of associated systems.
 - b. *Noise pollution.* Whether the removal of trees will significantly increase ambient or point source noise levels to the degree that a public nuisance is anticipated to occur.
 - c. *Wildlife habitat.* Whether the removal of trees will significantly reduce the available habitat for wildlife existence and reproduction or result in the emigration of wildlife from adjacent or associated ecosystems.
 - (5) The ease with which the applicant can alter or revise any proposed development to eliminate the need to remove the tree; and
 - (6) Whether the tree is one of the Category I exotic invasive plants, as listed by the Florida's Exotic Pest Plants Council, including, but not limited to the Australian Pine (*Casaurina* spp.), Chinese Tallow (*Sapium sebiferum*), Carrotwood (*Cupianopsis anacardioides*), Punk (cajeput) tree (*Melaleuca quinquenervia*), and Brazilian Pepper (also known as the Florida Holly) (*Schinus terebinthefolius*).
- (e) *Replacement of removed trees.* Trees removed under the provisions of this section shall be replaced as follows:
 - (1) *New developments.* Where trees were removed to accommodate a new development, replacement trees shall be governed by the landscaping requirements of this Code for new developments.

- (2) *Other properties.* Replacement of removed trees shall be required within six months of the date of issuance of the tree removal permit as follows:
- a. When the removed tree is of a native species, the replacement tree shall also be of a native species.
 - b. Except as provided in paragraph d herein, removed trees four-inches DBH or smaller shall be replaced by one tree for each tree removed.
 - c. Except as provided in paragraph d herein, removed trees larger than four-inches DBH shall be replaced by two trees for each tree removed.
 - d. When the total number of trees on the property meet or exceed the requirements in section 22.4 for single-family and two-family properties, replacement trees shall not be required.
- (f) *Denial of a tree removal permit.* In the event a tree removal permit is denied, the city manager shall specify the reasons for such denial in writing. Applicants may appeal a denial in accordance with section 3.14 of this Code.
- (g) *Removal of hazardous trees required.* It shall be unlawful for any owner of real property to allow, suffer or permit any tree which has been damaged or injured to remain upon the real property when the tree creates and constitutes a hazard endangering the life or limb of any person or surrounding adjacent property.

(Ord. No. 2005-38, § 2, 11-8-05)

Sec. 22.13. - Relocation by the city.

In some instances where the trees to be removed are healthy and desirable, with the permission of the owner, the city shall have the option to relocate the tree at its expense. If the city chooses relocation under this provision, such relocation shall be accomplished within 15 working days of the issuance of the permit. If the city fails to remove the tree within the 15-working day period, the permit holder shall be allowed to proceed as provided in the permit.

(Ord. No. 2005-38, § 2, 11-8-05)

Sec. 22.14. - Tree removal permit requirements.

- (a) Any person desiring a permit to remove a tree as required by this section shall make written application, accompanied by the payment of the applicable fee set forth in Appendix A, St. Pete Beach Code of Ordinances, to the city manager.
- (b) Failure to obtain the required permit shall result in a penalty charge equal to twice the cost of the original permit or \$100.00, whichever is greater.

(Ord. No. 2005-38, § 2, 11-8-05)

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

Issue Considered: Ordinance No. 2019-XX: Amending Division 3, Administration of the Land Development Code regarding Nonconforming structures that would allow for ordinary repairs and maintenance.

Date: November 12, 2019

Prepared By: Wesley T. Wright, Community Development Director

Through: Alex Rey, City Manager

Summary of Issue: The proposed amendments to the Nonconforming structure section codify the existing practices of Community Development for non-conforming structures, allowing for repairs and improvements provided that such repairs or maintenance do not exceed 50 percent of the value of the structure. Codifying this practice makes it clear that upgrading these properties for hurricane and climate resiliency is permitted with limitations, up to the 50 percent threshold for the safety and welfare of our community as a whole.

The Planning Board heard the proposed amendments to the Code on October 21, 2019 and unanimously recommended approval as written to the City Commission. The Planning Board is scheduled to review Ordinance 2019-xx for consistency with the Comprehensive Plan on November 18, 2019.

Funding: N/A

Requested Motion: "I move to approve Ordinance No. 2019-XX - Amending Division 3, Administration of the Land Development Code regarding Nonconforming structures that would allow for ordinary repairs and maintenance (read title)."

Attachment: Consultant Report by ADRS ANALYTICS
Staff Report
Ordinance 2019-xx

**Reviewed by the
City Manager:**

AR

ORDINANCE NO. 2019-XX

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, AMENDING THE LAND DEVELOPMENT CODE, SECTION 3.10 – VESTED RIGHTS AND NONCONFORMITIES; AND PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach periodically finds sections in its Land Development Code which require clarification, updating and/or amending; and

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

WHEREAS, on October 21, 2019, the City's Planning Board sitting as the Local Planning Agency held a public hearing to consider the proposed Land Development Code changes and provided recommendations to the City Commission; and

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

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

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 provisions in this Section pertaining to the City's Land Development Code are amended as follows:

Division 3, Sec. 3.10 (Vested rights and nonconformities) shall be amended as follows:

(b) Nonconforming structures. Where a lawful structure exists at the time of adoption or amendment of this Code which could no longer be built under the terms of this Code by reason of restrictions on lot area, impervious surface,

height, or other such characteristics, such structure may continue to be used so long as it remains otherwise lawful, subject to the following provisions:

(1) No such structure may be enlarged, altered or improved in a manner which increases its non-conformity, except for the conditions set forth for elevating an existing structure in Section (3)A. below.

(2) Any nonconforming structure which suffers substantial damage, as defined in this Code, shall only be repaired, restored or reconstructed in a manner which brings the entire structure into compliance with all requirements of this Code and other applicable codes of the city.

(3) Should such nonconforming structure be moved, either vertically or horizontally, it shall comply with the following:

A. The structure shall be moved, vertically only, such that the lowest floor is elevated no higher than six inches above the base flood elevation, as defined and established in the city's flood damage prevention regulations set forth in Chapter 98 of the Code of Ordinances, except that minimum necessary additional height shall be allowed to provide for the construction of a garage underneath any structure which is so moved. The maximum height of the new construction for the garage shall not exceed nine feet from the existing grade of the lot to the bottom of the existing horizontal structural member of the lowest floor. Under no circumstances shall the resulting structure exceed the maximum height allowed by the zoning district.

B. The structure shall be moved, horizontally only, such that no additional non-conformities are created, and no existing non-conformities are increased, by such relocation; and

C. The structure shall be located on the property so that there is a setback of at least three feet from the nearest property line on all sides of the structure.

(4) Any nonconforming structure may be reinforced to make it resistant to hurricanes for the health safety and welfare of the public. These improvements include the addition of hurricane shutters, impact windows and doors, and hurricane straps.

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

(5) Ordinary repairs and maintenance may be made to a non-conforming structure provided that such repairs or maintenance do not constitute a substantial improvement as defined in the Land Development Code.

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

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

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 _____, 2019.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

City Attorney

Andrew Dickman, Esq.

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

CITY OF ST. PETE BEACH CITY COMMISSION AGENDA REPORT

TO: Mayor and City Commissioners

FROM: Wesley Wright, Community Development Director

THRU: Alex Rey, City Manager

DATE: November 12, 2019

SUBJECT: Ordinance No. 2019-xx to amend the Land Development Code, Section 3.10 pertaining to Vested Rights and Nonconformities.

BACKGROUND AND DISCUSSION:

Ordinance No, 2019-xx pertains to the issue of vested rights and nonconformities as specified in Section 3.10 of the Land Development Code (LDC). The Community Development Department presented the following code additions to Section 3:10 of the LDC:

(4) Any non-conforming structure may be reinforced to make it resistant to hurricanes for the health, safety and welfare of the public. These improvements include the addition of hurricane, shutters, impact windows and doors, and hurricane straps.

(5) Ordinary repairs and maintenance may be made to a non-conforming structure provided that such repairs or maintenance do not constitute a substantial improvement as defined in the Land Development Code.

The purpose of these amendments is to ensure that non-conforming buildings are kept in good repair especially with respect to increasing their resistance to damage from storm events. In addition, these amendments make clear that ordinary repair and maintenance to a non-conforming structure may be undertaken provided such work does not exceed the substantial improvement allowances prescribed by FEMA.

PLANNING BOARD:

On October 21, 2019, the Planning Board, sitting as the Local Planning Agency (LPA), heard the proposed amendments to Ordinance No. 2019-xx and unanimously recommended approval to the City Commission.

The Planning Board sitting as the LPA, will review proposed Ordinance 2019-xx on November 18, 2019 for consistency with the City of St. Pete Beach's Comprehensive Plan.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

Staff has reviewed the proposed Ordinance and finds it to be consistent with the City of St. Pete Beach's Comprehensive Plan specifically as follows:

HOUSING PLAN ELEMENT

GOAL 1:

The City shall provide decent, safe and sanitary housing in suitable neighborhoods at affordable costs to meet the needs of the present and future residents of the City, free from arbitrary discrimination because of race, sex, handicap, ethnic background, age, marital status or household composition.

Objective 1.4

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

Policy 1.4.3

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

Objective 1.6

As an ongoing objective, the City shall eliminate any substandard housing that may exist.

Policy 1.6.2

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

Objective 1.8

Encourage, and provide incentives, when appropriate for design and construction techniques and building materials capable of significantly reducing the cost of maintenance and energy consumption of housing while providing for a more healthy and durable home environment.

STAFF RECOMMENDATION:

Staff recommends the approval of Ordinance No. 2019-xx as revised by the Planning Board on Second and Final reading on December 10, 2019.

To: Honorable Mayor and City Council

From: Alex Rey, City Manager on behalf of ADRS ANALYTICS, Consultant / Amber Riviere

RECOMMENDATION

It is recommended you adopt the proposed zoning code changes, providing three types of criteria for granting a variance, procedures for processing each, an internal appeals mechanism, and clarifying allowable improvements for non-conforming uses.

BACKGROUND

Zoning variances offer relief under unique circumstances, allowing for a departure from the required standards of the zoning code. Variances are intended to resolve practical difficulties created when the literal enforcement of the zoning requirements would result in unnecessary, physical hardships resulting from the size or dimensions of a site, the location of existing structures on the site, or other geographic, topographic or physical conditions on the property.

Variances are allowed to provide flexibility in the application of the zoning code and afford a property owner an opportunity to apply for administrative relief from certain provisions of the law. Generally, a Variance may be granted if:

- There are extraordinary or special conditions affecting the land;
- It will not be detrimental to the public health, safety or welfare;
- The conditions that create the need for the variance do not apply to neighboring properties; and
- The conditions that create the need for the variance are not the result of the applicant's own actions.

Unnecessary and Undue Hardship and Practical Difficulty are the two primary criteria for granting variances. An unnecessary and undue hardship variance is a relaxation of the terms or provision of the code where the action will not be contrary to the public interest, where the literal enforcement of the zoning code would result in unnecessary and undue hardship on the property; depriving a property owner of a right commonly enjoyed by other members of the community. A practical difficulty variance is a relaxation of the terms or provisions of the Zoning Code which is less rigorous than the unnecessary and undue hardship standard, and as proposed only applicable to lot coverage, setback lines, or landscaping for single family residential areas. These variance types are typically approved by a separate board of appeals or zoning board. At present, the St. Pete Beach Code only provides for the later of the two; undue hardship. A third variance, commonly referred to as an Administrative or De Minimis variance, may only be used for applications which receive the approval from the City Manager or designee. The maximum amount of the waiver is up to, but not greater than twelve inches for setbacks, area, or fence height, or variations so minor in nature their approval will not negatively impact the community.

At your May 14, 2019 City Council meeting, a discussion took place regarding a three-year old, Board of Appeals decision on a variance request; a decision overturned by the Sixth Judicial Court of Pinellas County upon appeal. The City Council requested a review of our municipal variance and appeals processes, as compared to that of other Florida municipalities to determine if there was room for expansion or improvement to our Code procedures.

Zoning Code language for the neighboring municipalities of Treasure Island, Madeira Beach, Redington Beach, and Tampa were reviewed in addition to the Florida east coast municipalities of Miami Lakes, Surfside, Doral, and Pinecrest. Of the eight (8) municipalities reviewed, only two (2) did not have an internal appeal mechanism before a petitioner proceeds to Circuit Court for a final remedy. Of these six, a variety of approaches were used, from engaging a special magistrate, using an internal planning board, an appeals board, or proceeding to City Council; establishing an initial remedy prior to proceeding to circuit court for relief. Two municipalities established criteria for an aggrieved petitioner, requiring participation in the original application process for which the decision was rendered for an appeal to be filed.

All eight municipalities included the *undue hardship* criteria and four also included *practical difficulty*, as the basis for review, with three including codified *administrative* or *de minimis* variance procedures; all with strict adherence to the criteria that the variance is not contrary to the public interest and shall not be injurious to, and is in keeping with the surrounding community.

I recommend a modification to our zoning code expanding the variance criteria for St. Pete Beach to include the practical difficulty standard and minor administrative variance approval, to provide additional options to address variance requests beyond the most stringent undue hardship criteria; at present this is the only option available within our existing zoning code. The proposed code changes provide clearly delineated criteria for evaluating variances under the existing undue hardship standard, the newly proposed practical difficulty standard and the administrative/ de minimis standard of review; allowing applicants, staff, and board members to more easily evaluate variance requests against the codified standards of review for each variance type.

In addition, the proposed zoning code change provides for an internal appeals process, when board action differs from the staff recommendation, prior to the final remedy of a circuit court appeal. This allows a party aggrieved by a decision of the Board of Adjustment or Administrative Official, to first appeal the decision to the City itself prior to proceeding to circuit court.

The proposed code changes also include the codification of an existing practice for non-conforming structures, allowing for repairs and improvements provided that such repairs or maintenance do not exceed 50 percent of the value of the structure. Codifying this practice makes it clear that upgrading these properties for hurricane and climate resiliency is permitted with limitations, up to the 50 percent threshold for the safety and welfare of our community as a whole.

CONCLUSION

In conclusion, staff evaluated the variance procedures of eight municipalities in Florida, and modification to our zoning code is recommended to include additional variance criteria and procedures, and the provision of an internal relief mechanism for appeals prior to progressing to the circuit court. I recommend the adoption of the practical difficulty standard of review, the inclusion of an administrative or de minimis variance process, and the codification of existing procedures for the repair and improvements to non-conforming structures to advance transparency to the processing of requests from the public.

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

Issue Considered: Ordinance No. 2019-XX: Amending Division 2, Definitions, Division 3, Administration of the Land Development Code regarding Variances and providing for Practical Difficulty and Administrative Variances and Appendix “A” for the establishment of fees.

Date: November 12, 2019

Prepared By: Wesley T. Wright, Community Development Director

Through: Alex Rey, City Manager

Summary of Issue: Currently, the Land Development Code outlines a Variance Hardship process for a relaxation of the terms or provision of the code where the action will not be contrary to the public interest or where the literal enforcement of the zoning code would result in unnecessary and undue hardship on the property. Staff has been working with the consultant of ADRS ANALYTICS, LLC in providing for two additional criteria for granting variances - Practical Difficulty and Administrative or De Minimis Variances. A practical difficulty variance is a relaxation of the terms or provisions of the Land Development Code which is less rigorous than that of the hardship standard, and as proposed is applicable single family residential, impervious surface ratios, setback lines and landscaping. An administrative variance would be applied to applications administratively, with notice to adjacent properties, and as proposed is applicable to minimal variances not to exceed twelve inches.

The Planning Board heard the proposed amendments to the Code on October 21, 2019 and unanimously recommended approval as written to the City Commission. The Planning Board is scheduled to review Ordinance 2019-xx for consistency with the Comprehensive Plan on November 18, 2019.

Funding: N/A

Requested Motion: “I move to approve Ordinance No. 2019-XX - Amending Division 2, Definitions, Division 3, Administration of the Land Development Code regarding Variances and providing for Practical Difficulty and Administrative Variances and Appendix “A” for the establishment fees for the Variances on first reading (read title).” (read title).”

Attachment: Staff Report
Ordinance 2019-xx

**Reviewed by the
City Manager:**

AR

ORDINANCE NO. 2019-XX

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, AMENDING THE LAND DEVELOPMENT CODE, SECTION 2.1 – WORDS, TERMS AND PHRASES DEFINED; SECTION 3.12 – VARIANCES; AND AMENDING APPENDIX “A” OF THE CODE OF ORDINANCES TO PROVIDE FOR UNNECESSARY HARDSHIP, PRACTICAL DIFFICULTY AND ADMINISTRATIVE VARIANCE FEES, AND PROVIDING FOR CODIFICATION, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach periodically finds sections in its Land Development Code which require clarification, updating and/or amending; and

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

WHEREAS, on October 21, 2019, the City’s Planning Board sitting as the Local Planning Agency held a public hearing to consider the proposed Land Development Code changes and provided recommendations to the City Commission; and

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

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

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 provisions in this Section pertaining to the City’s Land Development Code are amended as follows:

Division 2, Sec. 2.1 (Words, terms and phrases defined) shall be amended as follows:

Variance means a grant of relief by the City Manager, appropriate board of authority or city commission from the requirements of the Land Development Code which permits development in a manner otherwise prohibited, subject to the standards set forth in section 3.12.

Division 3, Sec. 3.12 shall be amended as follows:

~~(a) — Authority and approval criteria.~~

~~(1) — The appropriate board of authority may authorize variances to the land development regulations if the applicant is able to demonstrate the following conditions:~~

~~(a) — The existence of conditions and circumstances that are peculiar to the subject land, structure or building and do not apply generally to neighboring lands, structures or buildings in the same district which have complied with these regulations without hardship; that the strict application of the provisions of the land development regulations would deprive the applicant of reasonable use of such land, structure or building; and the peculiar conditions and circumstances are not the result of the actions of the applicant; and~~

~~(b) — Neither a nonconforming use of neighboring lands, structures or buildings, legal or illegal, in the same district, nor a permitted use in adjacent districts shall be considered as grounds for issuance of a variance; and~~

~~(c) — The proposed variance will not have the effect of changing any district boundary on the zoning map, nor constitute the granting of a nonconforming use. Under no circumstances shall a variance permit an increase in development density or permit a use not specifically permitted in the district; and~~

~~(d) — The granting of a variance will be in harmony with the general purpose and intent of the land development regulations and will not be injurious to the neighborhood or otherwise detrimental to the public welfare. In granting the variance, the appropriate board of authority may prescribe any conditions and safeguards it deems necessary or desirable as a condition of approval of the variance application; and~~

~~[e] — The appropriate board of authority finds as a reasonable conclusion that hardship would unnecessarily result from a literal enforcement of the provisions of the land development regulations as set forth in the application, and the variance proposed is the minimum variance that will make possible the reasonable use of the land, structure and building.~~

General Variances

(a) Purpose, definition, scope and limitations.

(1) Unnecessary and undue hardship variance. An unnecessary and undue hardship variance is a relaxation of the terms or provisions of the Land Development Code of the City of St Pete Beach (zoning code) where such action will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of actions of the applicant, a literal enforcement of the zoning code would result in unnecessary and undue hardship on the property.

(2) Practical difficulty variance. A practical difficulty variance is a relaxation of the terms or provisions of the Land Development Code which is less rigorous than the unnecessary and undue hardship standard. Practical difficulty variances shall only be applicable to impervious surface ratio, setback lines, or landscaping for single family homes located on single lots in the established residential districts. If a practical difficulty variance is granted, the maximum reduction in the required pervious area of a property shall be 50 percent. A practical difficulty variance for a reduction in the required pervious area of a property shall only be granted by the city one time per property. The standard provides for a variance where a literal enforcement of a zoning regulation will create a practical difficulty in the use of the parcel of land for the purpose or in the manner for which it is zoned, considering various factors set forth below.

(3) Administrative (de minimis) variances. When the literal or strict enforcement of the provisions of this chapter causes unusual, exceptional, unnecessary difficulties or injustice because of the size of the tract, parcel or lot, the topography, the condition or nature of adjoining areas or the existence of other unusual physical conditions. The sum of all variances approved by the City Manager under these administrative procedures shall not exceed 12 inches for setbacks and accessory structure height for each property or lot.

(b) Authority and approval criteria.

(1) The City Manager or appropriate board of authority may authorize variances to the land development code if the applicant is able to demonstrate the following conditions:

a. Unnecessary and undue hardship variance. Standards of review for an unnecessary and undue hardship variance. The appropriate board of authority shall approve an unnecessary and undue hardship variance only if the variance applicant demonstrates by clear and convincing evidence that all of the following are met and satisfied:

1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district;

2. The special conditions and circumstances do not result from the actions of the applicant or a prior owner of the property;

3. Literal interpretation of the provisions of the zoning code deprives the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the zoning code and results in unnecessary and undue hardship on the applicant;

4. The hardship has not been deliberately or knowingly created or suffered to establish a use or structure which is not otherwise consistent with the comprehensive plan or the zoning code, nor will it permit an increase in development density;

5. An applicant's desire or ability to achieve greater financial return or maximum financial return from his property does not constitute hardship;

6. Granting the variance application conveys the same treatment to the applicant as to the owner of other lands, buildings, or structures in the same zoning district;

7. The requested variance is the minimum variance that makes possible the reasonable use of the land, building, or structure; and

8. The requested variance is in harmony with the general intent and purpose of the comprehensive plan and the zoning code, is not injurious to the neighborhood or otherwise detrimental to the public safety and welfare, is compatible with the neighborhood, and will not substantially diminish or impair property values within the neighborhood.

b. Practical difficulty variance. Standards of review for a practical difficulty variance. The appropriate board of authority shall approve a practical difficulty variance if it finds, based on substantial competent evidence, that following factors demonstrate that a practical difficulty exists:

1. How substantial the variance is in relation to the requirement sought to be varied;

2. Whether an adverse change will be produced in the character of the neighborhood;

3. Whether the difficulty can be obviated by some method feasible for the applicant to pursue other than by a variance; and

4. Whether, in view of the manner in which the difficulty arose, the interest of justice will be served by allowing the variance.

c. Administrative (de minimis) variances. The City Manager may grant an Administrative (de minimis) variances to the setback and accessory

structure height requirements found in this chapter in accordance with the following procedure:

1. An application for an administrative variance shall be submitted to the City Manager. The application shall set forth the reasons justifying the administrative granting of the variance including:

a. Special conditions and circumstances that exist which are particular to the land involved and are not applicable to other surrounding lands;

b. The basis for seeking a variance;

c. How a literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties located in the City;

d. That the granting of the variance requested will not confer on the applicant any special privilege that is otherwise denied other similarly situated lands, buildings, or structures in the same zoning district; and

e. An explanation of how the request meets the requirements for approval under this section.

2. To approve a variance application, the City Manager shall find:

a. That the requirements of this section have been met;

b. The reasons set forth in the application justify the administrative granting of the variance;

c. That the variance is the minimal variance that would make possible the use of the land;

d. That the granting of the variance would be in harmony with the general purpose and intent of this Code; and

e. That the variance shall not be injurious to the surrounding property owners and impair desirable general development of the neighborhood or the community as proposed in the Comprehensive Plan or otherwise be detrimental to the public welfare.

3. Notice of administrative variance. The City Manager shall, at the expense of the applicant, provide legal publication and posted notice of an application for variance approval on the subject property, and shall give written notice to adjacent property owners, of the preliminary determination regarding the administrative variance as provided herein, and shall hear any objections

regarding the preliminary determination during a subsequent 30-day period. At the conclusion of the 30-day period, the City Manager shall approve, approve with modifications and/or conditions, or deny the administrative variance request by written development order.

(2) When application is made to the city commission for approval of a conditional use permit, any necessary variances shall be considered by the commission at the same time as the conditional use permit request. Such variances may be approved or denied by the city commission without regard to the disposition of the conditional use permit request.

(3) Any variance granted hereunder shall expire one (1) year from the date of the development order providing for such variance, unless a building permit for the construction authorized by such variance is obtained within such time and said building permit has not expired prior to the completion of construction in accordance therewith.

(bc) Limitations on variance authority of appointed boards. Any request for variance to the city's coastal control line shall be made directly to the city commission. No board of authority shall grant a variance from any requirement imposed by the city commission as a condition of rezoning, conditional use approval or any other action of the commission resulting in the granting of specific development rights.

(ed) Application submission requirements. Each application is due no later than 30 days prior to the public hearing or final administrative determination and shall contain the following information, accompanied by the payment of the applicable fee set forth in Appendix A, St. Pete Beach Code of Ordinances:

(1) A completed application, signed by the property owner. The format of the application shall be determined by the City Manager.

(2) Proof of ownership.

(3) When the applicant is a representative of the property owner or purchaser under contract, a notarized statement authorizing the representative to act as an agent of the property owner with regard to the application and associated procedures.

(4) A property survey containing the legal description, land area, and existing improvements on the site. The survey shall be signed and sealed by a surveyor licensed in the State, and shall have been performed not more than ten (10) years prior to the date of application. The survey shall accurately depict all improvements on the site. If all improvements are not depicted on the survey, the applicant shall conduct a new survey of the property and submit it with the application materials.

(5) A site plan illustrating the request, drawn to scale. The sheet size shall not be less than eleven inches by seventeen inches (11 × 17) and shall not be more

than thirty-six inches by forty-eight inches (36 × 48). An electronic version may be required.

(6) Any stipulation, condition, or proffer the applicant wishes to offer along with the application.

(7) Applicants are encouraged and may be required to submit additional information, such as elevations, photos, and/or product information, when appropriate.

(de) Determination of completeness of application. The city shall determine whether the application is complete. If the application is complete, the application shall be forwarded for review. If the application is not complete the city shall take no further action on the application until the required information is submitted by the applicant.

SECTION 3. "Appendix A" of the Code of Ordinance 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: _____

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

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 _____, 2019.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

City Attorney

Andrew Dickman, Esq.

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

“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
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Chapter 106. Flood Control	
Chapter 118. PLANNING AND DEVELOPMENT Planning and Zoning Fees	
Variance Request (<u>Unnecessary hardship / Practical difficulty</u>)	500.00 plus direct mailing cost
<u>Variance Request (Administrative)</u>	250.00 plus direct mailing cost

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

CITY OF ST. PETE BEACH CITY COMMISSION AGENDA REPORT

TO: Mayor and City Commissioners

FROM: Wesley Wright, Community Development Director

THRU: Alex Rey, City Manager

DATE: November 12, 2019

SUBJECT: Ordinance No. 2019-xx to amend the Land Development Code, Section 2.1 – Words, terms and phrases defined; Section 3.12 – Variances.

BACKGROUND:

Ordinance No. 2019-xx was prepared by consultant Amber Riviere which modifies the City's variance section of the Code. A memorandum from Ms. Riviere is attached for the Commission's review. A table prepared by staff is also attached that visually depicts the three types of variances being proposed. Essentially, the variance process is being divided into the following categories: 1) Unnecessary and undue hardship variances, 2) Practical difficulty variances, and 3) Administrative variances.

DISCUSSION:

Community Development Department staff have worked with Ms. Riviere for the past several months and reviewed the development of this ordinance during this time period. Staff finds that these three levels of variances will help streamline the variance process, especially for those that are relatively simple or minimal requests.

PLANNING BOARD:

On October 21, 2019, The Planning Board, sitting as the Local Planning Agency (LPA), heard the proposed amendments included in Ordinance No. 2019-xx. The Board recommended approval of the Ordinance with the amendment that the definition of the term "pervious" be moved to another section or stricken. The motion passed unanimously.

The term "pervious" was added to Ordinance 201-xx, Section 22.4, pertaining to vegetation.

The Planning Board, sitting as the LPA, will review proposed Ordinance 2019-xx on November 18, 2019 for consistency with St. Pete Beach's Comprehensive Plan.

CONSISTENCY WITH THE COMPREHENSIVE PLAN – STAFF REVIEW

Staff has reviewed the proposed Ordinance and finds it to be consistent with the City of St. Pete Beach's Comprehensive Plan specifically as follows:

FUTURE LAND USE ELEMENT

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 2.1.4

The City will continue to encourage the construction of residential units suitable for families with children.

Policy 2.1.5

Through the enforcement of the land development regulations, existing residential areas shall be protected from the encroachment of incompatible uses; likewise, other land use areas shall be protected from the encroachment of incompatible residential uses.

Policy 2.1.6

The conservation, maintenance and rehabilitation of existing residential areas shall be encouraged through provisions contained in the land development regulations and other applicable City codes.

Policy 2.1.10

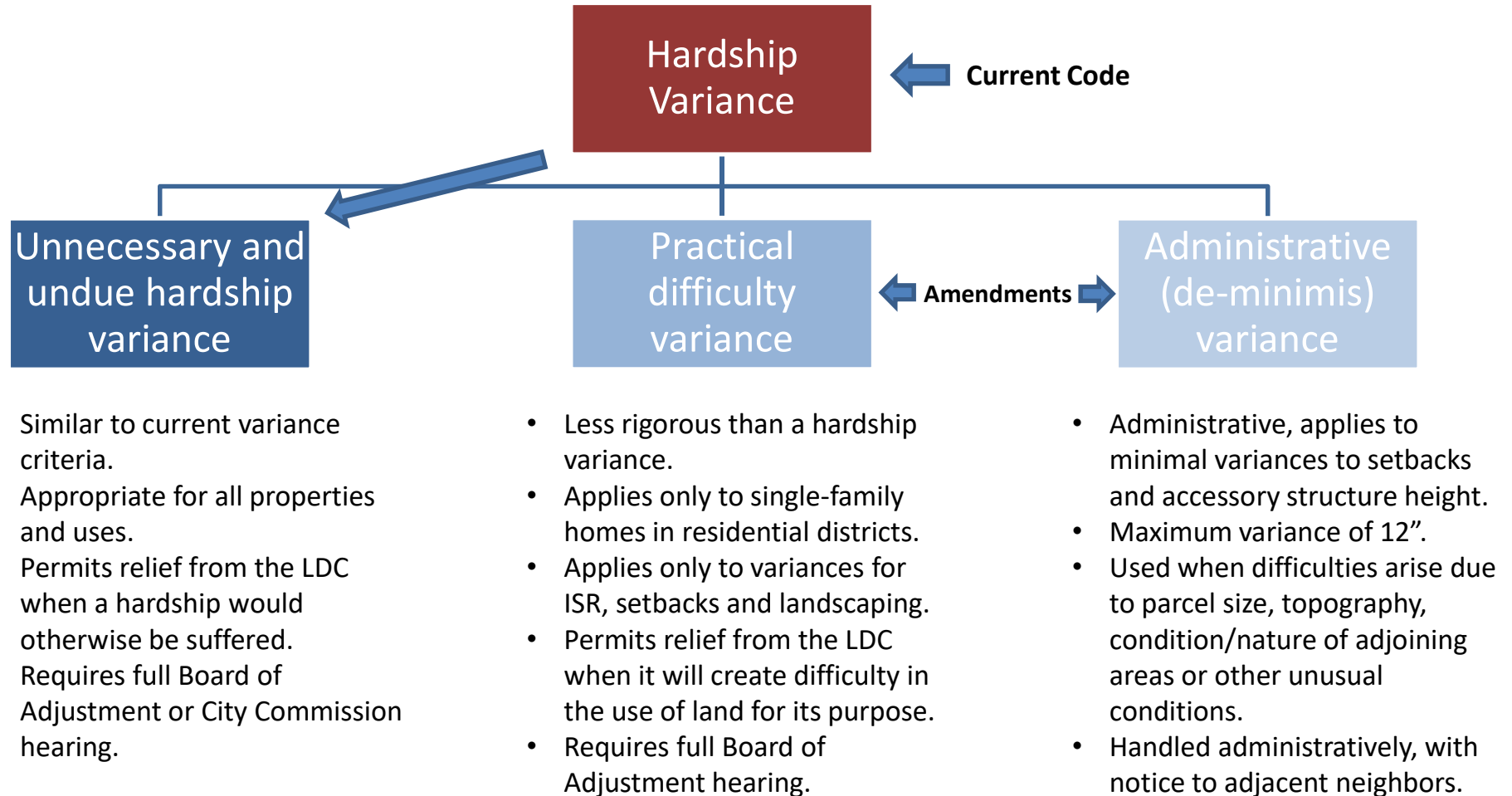
The land development regulations shall contain provisions which ensure that new residential areas are located and designed to protect life and property, as much as possible, from natural and man-made hazards such

as flooding, excessive traffic, noxious odors, noise and deterioration of structures.

STAFF RECOMMENDATION:

Staff recommends the approval of Ordinance No. 2019-xx as revised by the Planning Board on Second and Final reading on December 10, 2019.

Sec. 3.12 - Variances



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

Issue Considered: Ordinance No. 2019-XX: Amending Division 3, Administration of the Land Development Code regarding appeals of the City Manager and to provide for an internal remedy to Board of Adjustment actions.

Date: November 12, 2019

Prepared By: Wesley T. Wright, Community Development Director

Through: Alex Rey, City Manager

Summary of Issue: The Land Development Code outlines an appeal process for any person aggrieved by final decision of the City Manager or designee of the city. The LDC states that a “permit” may be appealed. This amendment is clarifying that “permit” relates to zoning permits, not that of building permits.

On May 14, 2019, the City Commission discussed past Board of Adjustment decisions as they related to variance requests. The City Commission directed the City Manager to review of our variance and appeals processes, as compared to that of other Florida municipalities, to determine if there was room for expansion or improvement to our Code procedures. ADRS ANALYTICS, LLC has prepared the proposed changes.

The Planning Board heard the proposed amendments to the Code on October 21, 2019 and unanimously recommended approval to paragraph (a) it relates to clarifying that “permit” relates to zoning permits, not that of building permits. Further discussion is needed on the appeals process as it relates to Board of Adjustment decisions.

Funding: N/A

Requested Motion: “I move to approve Ordinance No. 2019-XX - Amending Division 3, Administration of the Land Development Code regarding appeals of the City Manager and clarifying that “permit” relates to zoning permits, not that of building permits (read title).”

Attachment: Ordinance 2019-xx
Staff Report

**Reviewed by the
City Manager:**



ORDINANCE NO. 2019-XX

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, AMENDING THE LAND DEVELOPMENT CODE, SECTION 3.14 – APPEALS; PROVIDING FOR CODIFICATION, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach periodically finds sections in its Land Development Code which require clarification, updating and/or amending; and

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

WHEREAS, on October 21, 2019, the City's Planning Board sitting as the Local Planning Agency held a public hearing to consider the proposed Land Development Code changes and provided recommendations to the City Commission; and

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

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

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 provisions in this Section pertaining to the City's Land Development Code are amended as follows:

Division 3, Sec. 3.14 (Appeals) shall be amended as follows:

(a) An appeal to a hearing officer designated by the city commission may be taken by any person aggrieved by any final decision of ~~an administrative official~~ the City Manager or designee of the city where it is alleged there is an error in an order, zoning permit, condition, requirement, decision or determination by the ~~administrator~~ City Manager or designee in enforcing the Land Development Code. An appeal shall be filed in writing on or before 30 days from the day of the administrative decision. This section does not apply to building permits.

(b) Any person aggrieved by a final order of Board of Adjustment ~~the city commission or~~ may appeal the order to the City Commission if the decision of the board and the staff recommendation are not consistent with each other. ~~to the circuit court.~~ The appeal shall be filed with the ~~circuit court~~ City Clerk on or before 30 days following the issuance of the final ~~development~~ order.

(c) Any person aggrieved by a final order of the city commission may appeal the order to the circuit court. The appeal shall be filed with the circuit court on or before 30 days following the issuance of the final order.

(~~d~~e) When an appeal is filed, all proceedings in furtherance of the action affected by the decision being appealed from shall be stayed, unless the ~~Administrative Official~~ City Manager or designee certifies, after the notice of appeal has been filed with the city, that by reason of facts stated in the certificate, a stay would cause imminent peril to life or property.

(~~e~~d) If the hearing officer finds that said conditions exists, the hearing officer may deny the stay and allow the administrative order to be executed.

(~~f~~e) The city commission may appoint one or more hearing officers to hear appeals as provided in this section. Such hearing officers shall be attorneys licensed to practice law in all state courts of the State of Florida, and shall have been so licensed for a continuous period of at least five years up to the date of such appointment.

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.

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

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 _____, 2019.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

City Attorney
Andrew Dickman, Esq.

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

CITY OF ST. PETE BEACH CITY COMMISSION AGENDA REPORT

TO: Mayor and City Commissioners

FROM: Wesley Wright, Community Development Director

THRU: Alex Rey, City Manager

DATE: November 12, 2019

SUBJECT: Ordinance No. 2019-xx to amend the Land Development Code, Section 3.14 – Appeals.

BACKGROUND AND DISCUSSION:

Ordinance No, 2019-xx pertains to Appeals. Certain language relating to persons or entities is being revised. In addition, the code section is now applicable to zoning permits, but not building permits. Division 3, Section 3.14, (b) adds an appeal process of a final order of the Board of Adjustment to the City Commission if the decision of the Board and the staff recommendation are not consistent with each other. It also provides for any person aggrieved by the final order of the City Commission to appeal such order to the circuit court.

PLANNING BOARD:

On October 21, 2019, the Planning Board, sitting as the Local Planning Agency (LPA), heard the proposed amendments to Ordinance No. 2019-xx and recommended that paragraph (a) be approved as written, but also recommended striking paragraphs (b) and (c). Such was approved by unanimous roll call vote.

CONSISTENCY WITH THE COMPREHENSIVE PLAN – STAFF REVIEW AND LPA

Staff has reviewed the proposed Ordinance and find it to be consistent with the City of St. Pete Beach's Comprehensive Plan specifically as follows:

FUTURE LAND USE ELEMENT

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.

Gulf Boulevard Redevelopment District

Goals, Objectives and Policies for the Gulf Boulevard Redevelopment District

GOAL 1:

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

Objective 1.1

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

Policies

Policy 1:

All development shall be consistent with building and site design guidelines and standards that establish the quality of design features expected for renovation, redevelopment and new construction in the Gulf Boulevard Redevelopment District.

Policy 2:

The character of each district shall be reinforced through the site plan review and approval process. Projects shall be consistent with and contribute positively to the vision of the character district in which they are located.

Downtown Redevelopment District

Goals, Objectives and Policies for the Downtown Redevelopment District

GOAL 1:

The downtown commercial core of the District shall be a community gathering place that attracts people to the area with living, working, shopping, entertainment and recreational opportunities. The City shall encourage revitalization through redevelopment that is designed to attract residents and

visitors to Downtown core community destination. The downtown residential neighborhoods surrounding and within walking distance of the Downtown core area, are encouraged to redevelop in a manner that enhances pedestrian and non-vehicular mobility.

Objective 1.1

All development and redevelopment within the Downtown Redevelopment District shall further the goals, objectives and policies of the Community Redevelopment District where applicable, and development and redevelopment shall be consistent with the policies for the character district within which the development occurs and shall comply with the design guidelines and the applicable land development regulations for each respective character district.

Objective 1.2

Residential uses in the Downtown are encouraged only as part of a mixed-use commercial project with a variety of densities, housing types and affordability, consistent with the character districts. Exclusively residential use projects shall be prohibited in the Town Center Core Districts located along Corey Avenue Corey Circle East, and Coquina West as well as the small commercial corridors located near Corey Avenue on Blind Pass Road and Gulf Boulevard.

Policies

Policy 1:

All projects shall be consistent with building and site design guidelines and standards that establish the quality design features expected for renovation, redevelopment and new construction in the Downtown Redevelopment District.

Policy 2:

The character of each district within Downtown shall be reinforced through the site plan review and approval process. Projects shall be consistent with and contribute positively to the vision of the character district in which it is located.

STAFF RECOMMENDATION:

Staff recommends the approval of Ordinance No. 2019-xx as recommended by the Planning Board on Second and Final reading on December 10, 2019.