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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, December 10, 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. Approval of minutes from the following City Commission meetings: 09/17/2019; 10/08/2019; 10/22/2019.**
 - b. Authorization to approve street closures and wet zone for Beach Goes Pop and Rock Event scheduled for April 17th & 18th, 2020. Closures would be 9th and 10th Ave from Pass-a-Grille Way to Gulf Way and Gulf**

Way from 9th Ave to 10th Ave from 6 a.m. April 17th to midnight April 18th, 2020.

- c. Request approval of the quote from Ward Diesel Filter Systems in the amount of \$34,956.24, for the purchase of four (4) No Smoke direct source capture diesel exhaust removal systems.**
- d. Request approval of the quote from Bauer Compressors Inc. in the amount of \$29,737.64, for the purchase of a Self-Contained Breathing Apparatus (SCBA) compressor system and fill station.**
- e. Request approval of the Task Order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$119,897.00 for the development of the City's Asset Management Program.**
- f. Request approval of the Task Order under the Continuing Engineering Services Contract with CPWG, in the amount of \$158,446.00 for the Stormwater Master Plan Update.**
- g. Request approval to renew the existing Continuing Engineering Service Contracts with Kimley-Horn and Associates, Inc., Cardno, Inc., Cribb Philbeck Weaver Group, George, F. Young, Inc., Genesis Halff, Inc., and Stanley Consultants, Inc. for one year from their respective expiration dates.**
- h. Resolution 2019-13: A Resolution of the City of St. Pete Beach authorizing the City Manager to apply for, and if awarded, execute a City Commission approved Agreement with Forward Pinellas for the Forward Pinellas Complete Streets Concept Planning Project Grant in an amount not to exceed \$100K to assist in funding the Boca Ciega/Gulf Winds Drive Complete Streets Reconstruction Project.**

5. Action Items

- a. Request to approve fireworks proposal and negotiate and enter into an agreement with Pyrotecnico for the 4th of July fireworks in the amount of \$25,788.00.**
- b. Request approval to purchase library circulation materials from Baker and Taylor, Inc., in the estimated amount of \$36,000, utilizing State of Florida contract no. 55101500-ACS-17-1.**

- c. Request retroactive approval of Change Order #1 to the 76th Avenue Stormwater outfall repair with Rowland, Inc., in the amount of \$30,295.05.**
- d. City Clerk Employment Agreement Extension.**

6. Ordinances

- a. Ordinance 2019-17: Final Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida authorizing the issuance of a bank loan not to exceed \$6,700,000 to fund the Police Officers' Retirement System pension liabilities**
- b. Ordinance 2019-18, Final Reading and Public Hearing of an Ordinance Relating to the term “pervious”, vegetative ground covers and nonvegetative material.**
- c. Ordinance 2019-19, Final Reading and Public Hearing of an Ordinance Relating to Nonconforming structures that would allow for ordinary repairs and maintenance.**
- d. Ordinance 2019-20, Final Reading and Public Hearing of an Ordinance Relating to Variances and providing for Practical Difficulty and Administrative Variances.**
- e. Ordinance 2019-21, Final Reading and Public Hearing of an Ordinance Relating to Appeals of the City Manager.**
- f. Ordinance 2019-XX, First Reading and Public Hearing, amending the City of St Pete Beach Code of Ordinances, amending Chapter 22 – Boards, Committees, Commissions, Article IV Recreation Advisory Committee of the City of St. Pete Beach code of ordinances, Sections 22-101, 22-102(a), 22-103(a), 22-104, 22-106, 22-107(a) & (b), 22-108(a), (b), & (e) AND 22-109.**
- g. Ordinance 2019-xx, First Reading and Public Hearing on an Ordinance amending Division 6 - Supplemental Regulations regarding mobile food establishments and special events and amending Appendix "A" of the Code of Ordinances as it relates to Food Truck Fees and Renewals.**
- h. Ordinance 2019-xx, First Reading and Public Hearing on an Ordinance providing for the allocation of 14 additional units (64 Total) of the Temporary Lodging Pool for The Zamora Hotel in the Bayou Residential District.**

7. Resolutions

- a. Resolution 2019-12: A Resolution of the City of St. Pete Beach, Florida authorizing a loan agreement with TD Bank not to exceed \$6,700,000 to fund the Police Officers' Retirement System pension liabilities**
- b. Resolution 2019-15: Authorizing the sale of residential property located at 627 78th Avenue.**

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.**

CITY COMMISSION MEETING

MINUTES

SEPTEMBER 17, 2019

6:30 P.M.

CALL TO ORDER

Mayor Johnson called the meeting to order at 7:15 p.m.

PLEDGE OF ALLEGIANCE

GOOD OF THE ORDER

PRESENT:

Al Johnson, Mayor
Terri Finnerty, Vice Mayor
Doug Izzo, Commissioner
Ward Friszolowski, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Alex Rey, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk
Vince Tenaglia, Asst. City Manager
Mike Clarke, Public Works Director
Jim Kilpatrick, Fire Chief
Jennifer McMahon, Parks & Recreation Director
Wesley Wright, Community Development Director

1. Presentations

- a. Forward Pinellas - Whit Blanton

Mr. Whit Blanton, Executive Director of Forward Pinellas, provided information regarding the county-wide transportation strategy linking people to jobs, housing, and training.

2. Changes to the Agenda

Mr. Rey requested to remove Item 5(e), Continuing Engineering Services Contract with CPWG, and add Item 5(h), Public Risk Management insurance policy renewal.

Commissioner Pletcher requested to pull Item 5(d) to discuss.

Item 7(a) will be acted upon immediately following the Consent agenda.

3. Audience Comments

Ray Gallant, Public Works Department employee, expressed his appreciation regarding the CWA contract.

4. Consent

- a. Request authorization to approve street closures for the St Pete Beach Christmas Parade scheduled for Saturday, December 14, 2019.
- b. Request approval of the Task Order under the Continuing Engineering Services Contract with Cribb Philbeck Weaver Group, Inc., in the amount of \$38,050.00, for the design of 80th Avenue Shoreline Restoration.
- c. Request approval of the First Addendum to the services agreement with Caveman Concrete, LLC to add additional unit prices for Masonry Block Wall construction and update the unit price for Installing Brick Pavers.

~~d. Request approval to sign a statement of "no objection" for the property owner located between the 28th Ave and 27th Ave street ends for the replacement of an existing dock and the addition of four boat lifts. Item pulled by Commissioner Pletcher.~~

Commissioner Friszolowski moved to approve Consent Agenda Items 4(a), (b), and (c) as presented. The motion was seconded by Vice Mayor Finnerty and unanimously approved by an individual roll call vote.

- 4d. Request approval to sign a statement of "no objection" for the property owner located between the 28th Ave and 27th Ave street ends for the replacement of an existing dock and the addition of four boat lifts.

Commissioner Pletcher voiced objection regarding the boat lift and dock proposal.

Commissioner Pletcher moved to approve executing an objection statement for the property owned and located to the south of the 28th Avenue street-end and north of the 27th Avenue street-end rights of way to modify the dock as proposed in the attached drawing. The motion was seconded by Commissioner Friszolowski and passed by a vote of 4-1, with Commissioner Izzo voting "no."

[Item 7(a) was previously moved.]

7. Resolutions

- a. Resolution 2019-11 A Resolution of the City Commission of the City of St. Pete Beach, Florida, authorizing a Conditional Use Permit (CUP) for the Howard Johnson by Wyndham Resort Hotel located at 6100 Gulf Boulevard to increase the number of temporary lodging units and for a Variance from the front landscape buffer area.

City Attorney Dickman announced that Item 7(a) is a Quasi-Judicial Hearing.

City Clerk Haynes provided the provided the oath to audience members speaking on Item 7(a).

The following ex-parte communications were disclosed:

Mayor Johnson:	None
Vice Mayor Finnerty:	None
Commissioner Izzo:	None
Commissioner Friszolowski:	None
Commissioner Pletcher:	None

Wesley Wright, Community Development Director, provided a detailed explanation of the intended project that calls for the conversion of eight existing suites into sixteen temporary lodging units, thereby increasing the density from 40 to 43 units per acre. The total number of temporary lodging units will increase from the current 136 to 144 renovated units. In addition, a variance is requested to reduce the eight-foot front landscape buffer to a two-foot buffer.

Don Mastery, 200 Central Avenue, St. Petersburg, on behalf of the present and future owners, spoke favorably of the project converting eight two-bedroom suits to sixteen one-bedroom units.

Hearing no further Commission comments or public comments, Mayor Johnson called for two separate motions and the votes.

Commissioner Pletcher moved to approve Item 7(a), Resolution 2019-11, a resolution of the City Commission of the City of St. Pete Beach, Florida, authorizing the Howard Johnson Hotel increase the number of temporary lodging units from 40 to 43 units per acre for the property located at 6100 Gulf Boulevard; incorporating the conditions outlined herein and providing an effective date. The motion was seconded by Commissioner Friszolowski and unanimously approved by an individual roll call vote.

Commissioner Izzo moved to approve Item 7(a), the variance to reduce the front landscape buffer area from eight feet to two feet. The motion was seconded by Vice Mayor Finnerty and unanimously approved by an individual roll call vote.

5. Action Items

- a. Request approval of the agreement with Pinellas County Emergency Medical Services (EMS) Authority, for the 2019 Emergency Medical Services Advanced Life Support (ALS) First Responder Agreement providing for a five-year term.

The five-year contract obligates the Emergency Medical Services (EMS) Authority to provide funding in the amount of \$1,912,908 for FY 2020 and allows for a maximum 3% increase each fiscal year going forward.

Commissioner Friszolowski moved to approve Item 5(a), the agreement with Pinellas County Emergency Medical Services (EMS) Authority, for the 2019 Emergency Medical Services Advanced Life Support (ALS) First Responder Agreement providing for a five-year term. The motion was seconded by Commissioner Izzo and unanimously approved by an individual roll call vote.

- b. Request approval to authorize the City Manager to award and execute the contract for Micro-Transit On-Demand Transportation Services to Beefree LLC, d.b.a. Freebee in an amount not to exceed \$794,174.40 for the three years of the contract and to take all necessary steps to implement the terms and conditions of the contract and expend budgeted funds.

Mr. Rey noted that one company responded to the Request for Proposals (RFP) for micro-transit services to the Pass-a-Grille area and found the respondent met all of the criteria under the solicitation. Operations will begin around mid-November to early December and offer a mobile app platform.

Commissioner Pletcher moved by authorize the City Manager to award and execute the contract for Micro-Transit On-Demand Transportation Services to Beefree LLC, dba Freebee, in an amount not to exceed \$794,174.40 for the three years of the contract and authorize the City Manager to take all necessary steps to implement the terms and conditions of the contract and expend budgeted funds. The motion was seconded by Vice Mayor Finnerty and unanimously approved by an individual roll call vote.

Mayor Johnson called for audience comments.

Rick Falkenstein, Hurricane Restaurant, spoke in favor of the transportation service.

- c. Request retroactive approval of the Invoice from Rowland Inc., in the amount of \$33,742.75, for incidental Stormwater Repairs at Blind Pass Road and 93rd Avenue.

Mr. Clarke clarified the cost increase due to unanticipated, additional work.

Vice Mayor Finnerty moved to approve Item 5(c), to retroactively approve the invoice from Rowland Inc., in the amount of \$33,742.75, for incidental stormwater repairs at Blind Pass Road and 93rd Avenue. The motion was seconded by Commissioner Izzo and unanimously approved by an individual roll call vote.

- d. Request approval of Change Order #4 to the purchase agreement with Kamminga & Roodvoets, Inc. for the Valve & Valve Vault Replacement project in the amount of \$36,947.96.

Mr. Clarke explained the line that links St. Pete Beach to the City of St. Petersburg's traffic signal loop.

Commissioner Izzo moved to approve Item 5(d), to approve Change Order No. 4 to the purchase agreement with Kamminga & Roodvoets, Inc., for the Valve & Valve Vault Replacement project in the amount of \$36,947.96. The motion was seconded by Vice Mayor Finnerty and unanimously approved by an individual roll call vote.

~~e. Request approval of the Task Order under the Continuing Engineering Services Contract with CPWG, in the amount of \$113,408.00 for renovations to the Pass-a-Grille Park Office Building and restroom renovations at McKenney Park, Vina Del Mar Park, Hurley Park, Paradise Grill and Upham Beach.~~ Item 5(e) was pulled from the agenda.

- f. Request approval of the proposal for City wide Holiday Decorations in the amount of \$54,303.50 from Clark Sales Display, Inc

Commissioner Friszolowski moved to approve Item 5(f), to approve the proposal for the City-wide holiday decorations in the amount of \$54,303.50 from Clark Sales Display, Inc. The motion was seconded by Vice Mayor Finnerty and unanimously approved by an individual roll call vote.

- g. Approval of Appointment to the General Pension Board of Trustees

Ms. Nancy Schultz, East Vina del Mar Boulevard, submitted her application to serve as a member of the board.

Commissioner Pletcher moved to approve Item 5(g), to appoint Ms. Nancy Schultz to serve on the General Pension Board for a two-year term expiring in April of 2021. The motion was seconded by Vice Mayor Finnerty and unanimously approved by an individual roll call vote.

h. Public Risk Management (PRM) insurance policy renewal

The renewal of insurance policies and preferred membership in Public Risk Management of Florida insurance pool includes primary lines of coverage such as property & crime, liability, workers compensation and boiler & machinery; and optional coverage such as pollution liability.

Commissioner Pletcher moved to approve Item 5(h), to authorize the City Manager to enter into an agreement with Public Risk Management of Florida for renewal of insurance policies covering the period from October 1, 2019 to September 30, 2020 in the amount of \$658,577.00. The motion was seconded by Commissioner Izzo and unanimously approved by an individual roll call vote.

6. Ordinances

No ordinances were submitted.

7. Items for Discussion

There were no items for discussion.

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

City Clerk Haynes reported on the following items:

- Suncoast League of Cities business luncheon on 9/20/2019 sponsored by the Clerk's Office
- Annual Boards & Committees Appreciation Dinner on 10/02/2019 at The Dewey
- Pinellas County Supervisor of Elections and runoff elections

City Manager Rey reported on the following items:

- Trash collection services and proposed contract
- iPad for meeting packets

City Attorney Dickman reported on the following items:

- Authorization for special counsel

Vice Mayor Finnerty reported on the following items:

- Corey Avenue and Blind Pass Road completion
- Sunday Market

Commissioner Pletcher reported on the following items:

- 8th Avenue dedication
- Seaweed on beach

Commissioner Izzo reported on the following items:

- PACE program

Commissioner Friszolowski did not submit a report.

Mayor Johnson reported on the following items:

- Pinellas County Board of Commissioners meeting & beach re-nourishment
- Tampa Bay Estuary meeting
- Bus Rapid Transit meeting in South Pasadena

9. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 9:55 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Alan Johnson, Mayor

Minutes approved on: _____

CITY COMMISSION MEETING

MINUTES

OCTOBER 8, 2019

6:00 P.M.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

GOOD OF THE ORDER

PRESENT:

Al Johnson, Mayor
Terri Finnerty, Vice Mayor
Doug Izzo, Commissioner
Ward Friszolowski, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk
Vince Tenaglia, Assistant City Manager
Jennifer McMahon, Parks & Recreation Director
Jim Kilpatrick, Fire Chief
Deputy R. Bishop, Pinellas County Sheriff's Office

1. Presentations

- a. Proclamation - White Cane Walk Day

2. Changes to the Agenda

Commissioner Friszolowski requested to pull Item 4(b) to discuss.

Mr. Tenaglia requested to pull Item 4(c).

3. Audience Comments

There were no audience comments.

4. Consent

- a. Approval of the minutes from the following City Commission meetings: 08/27/2019 Executive Session; 08/27/2019 Regular Meeting; 09/03/2019 Special/Budget Meeting; 09/03/2019 Regular Meeting; 09/17/2019 Executive Session/IAFF; 09/17/2019 Executive Session/Silver Sands; 09/17/2019 Special Meeting/Final Budget Hearing.
- b. Request to approve the special event application for a neighborhood Halloween block party scheduled for Thursday, October 31, 2019. Closures would be Belle Vista Dr from 44th Ave to 42nd Ave. Item was pulled for discussion.
- c. ~~Request approval for the City Manager to purchase a 2019 Ford F450 4 x 4 in the amount of \$56,335 from Duval Ford Fleet Sales that will be assigned to the Parks Division.~~ Item was pulled from the agenda.
- d. Request approval of a purchase agreement with Alan Jay Fleet Sales in the amount of \$70,738, for the purchase of two (2) Chevy Tahoe 4-wheel drive vehicles.
- e. Request approval of the proposal from Metal Shark in the amount of \$199,987, for the purchase of a Rescue Boat (Marine 23) with funding provided by Pinellas County and the EMS Authority.
- f. Authorize the City Manager to prequalify TLC Diversified, Inc., Reynolds Construction, LLC, Garney Companies, Inc., and Metro Equipment Service, Inc. to provide General Contractor services for the Sanitary Sewer Capacity Improvement project.
- g. Request approval of the Task Order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$28,000.00 for Force Main 16 Replacement Design.
- h. Request approval of the Task Order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$55,810.00 for Force Main 9 Replacement Design.
- i. Request approval of the Task Order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$39,530.00 for FY20 Pipeline and Manhole Rehabilitation Services During Construction.
- j. Request approval of the Task Order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$40,000.00 for the design of Lift Station Repair and Replacement.

Commissioner Pletcher moved to approve the Consent Items 4(a), (b), (d), (e), (f), (g), (h), (i), and (j) as amended. The motion was seconded by Commissioner Friszolowski and unanimously approved by an individual roll call vote.

5. Action Items

- a. Request approval of Addendum #2 to the Professional Services Agreement with Kimley-Horn and Associates, Inc., in the amount of \$77,000.00 for Additional Design Services.

Commissioner Friszolowski referred to Page 97, Item 9, Limits of Liability, and requested City Attorney Dickman respond. Mr. Dickman requested to delete pages 93 through 98.

Commissioner Izzo moved to approve Item 5(a), the Addendum No. 2 to the Professional Services Agreement with Kimley-Horn and Associates, Inc., in the amount of \$77,000.00 for additional design services, excluding pages 93 through 98. The motion was seconded by Vice Mayor Finnerty and unanimously approved by an individual roll call vote.

Item 4(b) was pulled from the Consent Agenda for discussion.

4. b. Request to approve the special event application for a neighborhood Halloween block party scheduled for Thursday, October 31, 2019. Closures would be Belle Vista Dr from 44th Ave to 42nd Ave.

Commissioner Friszolowski expressed concern regarding the traffic configuration and closing off traffic on the busier streets and requested an earlier notice be given to the neighbors and the association in the future.

It was the consensus of the Commission to request traffic cones and barricades with a law enforcement vehicle to direct traffic.

Commissioner Friszolowski moved to approve Item 4(b), approving the special event application and street closure for a neighborhood Halloween block party scheduled for Thursday, October 31, 2019, with amendments. The motion as seconded by Commissioner Izzo and unanimously approved by an individual roll call vote.

6. Ordinances

- a. Ordinance 2019-XX: First Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida, relating to the State Revolving Fund Loan Program; making findings; authorizing the loan application in an amount not to exceed \$15 million; authorizing the loan agreement;

establishing pledged revenues; designating authorized representatives; providing assurances; providing for conflicts, severability, construction, publication and an effective date.

Mr. Tenaglia explained that the proposed ordinance will secure the funding for the sanitary sewer expansion project.

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

Vice Mayor Finnerty moved to approve Item 6(a), Ordinance 2019-XX, upon first reading, an ordinance of the City of St. Pete Beach, Florida, relating to the State Revolving Fund Loan Program; making findings; authorizing the loan application in an amount not to exceed \$15 million; authorizing the loan agreement; establishing the loan agreement; designating authorized representatives; providing assurances; providing for conflicts, severability, construction, publication and an effective date. The motion was seconded by Commissioner Pletcher and unanimously approved by an individual roll call vote.

- b. Ordinance 2019-XX: First Reading and Public Hearing of an ordinance amending Chapter 38, Elections, of the Code of Ordinances.

City Clerk Haynes reported the proposed ordinance will establish the qualification period as the first two full weeks in November for each municipal election, will automatically adopt the federally established election date for a presidential primary election every four years and eliminate the provision for a runoff election.

It was the consensus of the Commission to amend the wording to be gender neutral.

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

Commissioner Izzo moved to approve Item 6(b), Ordinance 2019-XX, upon first reading, an ordinance of the City of St. Pete Beach, Florida, amending the Code of Ordinances, Section 38-6(a), Candidates, Qualifications, Petitions; Section 38-7, Election Date of Commissioners; Section 38-8, Election Date of Mayor-Commissioner; and Section 38-14, Election Results; providing for conflicts, severability, construction, publication and an effective date, as amended. The motion was seconded by Commissioner Finnerty and unanimously approved by an individual roll call vote.

7. Resolutions

- a. Approval of Resolution 2019-10, Appointing the Parking Citation Hearing Officer, Administrative Appeals Hearing Officer and Special Magistrate.

City Attorney Dickman noted the resolution appoints the interim hearing officer, Mr. Norm Nash with the firm Beaubien, Knight, Simmons, Mantzaris & Neal, LLP, per bid specifications.

Commissioner Friszolowski moved to approve Item 7(a), Resolution 2019-10, a resolution of the City of St. Pete Beach, Pinellas County, Florida, appointing Norman Nash as the Parking Citation Hearing Officer, Administrative Appeals Hearing Officer and Special Magistrate. The motion was seconded by Vice Mayor Finnerty and unanimously approved by an individual roll call vote.

8. Items for Discussion

a. Approval of the Concept Plan for Hurley Park

Commissioner Pletcher moved to accept Plan A with further consideration on the additional elements as the Recreation Advisory Committee and the Historic Preservation Board review and provide input to include tennis, pickleball, basketball, and the baseball field with accompanying structure, and the exercise area with sidewalk. The motion was seconded by Vice Mayor Finnerty and unanimously approved by an individual roll call vote.

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

City Clerk Haynes reported on the following items:

- Advisory Boards & Committee Appreciation Dinner held at the Dewey Restaurant

Acting City Manager Tenaglia did not submit a report.

City Attorney Dickman reported on the following items:

- Special Magistrate hearings and advertising short-term rentals

Vice Mayor Finnerty reported on the following items:

- Intersection of Blind Pass Road and Corey Avenue
- Sunday Market on Corey Avenue
- Walk to School event
- Chowder Challenge at Horan Park on 11/10/2019

Commissioner Pletcher reported on the following items:

- Advisory Boards & Committee Appreciation Dinner held at the Dewey Restaurant
- 8th Avenue street opening and Lights on 8th celebration

Commissioner Friszolowski reported on the following items:

- Belle Vista Civic Association meeting on 10/17/2019 at 7:00 p.m.
- Lido Beach Civic Association meeting on 10/17/2019 at 6:00 p.m.

Commissioner Izzo did not submit a report.

Mayor Johnson reported on the following items:

- Big C Meeting
- Electronic newsletter and Commissioners alternating weeks for articles
- Code updates

9. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 7:55 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Alan Johnson, Mayor

Minutes approved on: _____

CITY COMMISSION MEETING

MINUTES

OCTOBER 22, 2019

6:00 P.M.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

GOOD OF THE ORDER

PRESENT:

Al Johnson, Mayor
Terri Finnerty, Vice Mayor
Doug Izzo, Commissioner
Ward Friszolowski, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Alex Rey, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk
Vince Tenaglia, Assistant City Manager
Jennifer McMahon, Parks & Recreation Director
Brett Warner, City Engineer
Andrew Butterfield, Operations Manager
Deputy R. Bishop, Pinellas County Sheriff's Office

1. Presentations

- a. Proclamation - Robert A. Kalach Jr. Day
- b. Proclamation - St. Pete Beach Public Library Day

2. Changes to the Agenda

Commissioner Friszolowski requested an update to the stormwater projects budgeted, specifically for Boca Ciega Isle Drive.

Commissioner Pletcher requested to add consideration of a street closure to Action Items.

3. Audience Comments

There were no audience comments.

4. Consent

- a. Request approval for the street closures application for 4 craft shows and to hang banners over 75th Avenue at Boca Ciega Drive for the following Corey Area Business Association 2020 events: Corey Art & Craft Show January 11-12, 2020 Corey Art & Craft Show April 18 -19, 2020 Corey Art and Craft Show June 6-7, 2020 Corey Art and Craft Show December 5-6, 2020.
- b. Request approval for the City Manager to sign the renewal agreement for weekend markets on the patio at Pass-a-Grille Beach with Suntan Art Center, Inc.
- c. Request approval for the City Manager to purchase a 2020 Ford F350 4 x 4 in the amount of \$50,029 from Duval Ford Fleet Sales that will be assigned to the Parks Division.
- d. Request approval for the Banner Installation over 75th Avenue at Boca Ciega Drive for the BikeFest 2019.

Commissioner Friszolowski moved to approve the Consent Items 4(a), (b), (c), and (d) as presented. The motion was seconded by Commissioner Pletcher and unanimously approved by an individual roll call vote.

5. Action Items

- g. Stormwater drainage and projects; Boca Ciega Isle Drive

City Manager Rey updated the Commission and audience on an updated drainage plan.

The following individuals spoke regarding flooding issues on Boca Ciega Isle Drive:

- Steve Gordon, Boca Ciega Isle Drive
- Bob Fetkin, Boca Ciega Isle Drive
- Deborah Schechner, Boca Ciega Isle Drive
- Mark Tierny, Boca Ciega Isle Drive
- Trish Brogan on behalf of Howard & Anna Decker

- a. Request approval of the special event application and street closures for the St. Pete Beach Classic for January 17-19, 2020. Closures, as

indicated on SPB Classic race routes, would be in effect on January 18th and 19th from 6am – 10am.

Mayor Johnson reported that he will abstain from participating due to the fact that he is on the Board of Directors of the St. Pete Beach Classic.

Jennifer McMahon, Parks & Recreation Director, reviewed the route and financial impact to the City.

Commissioner Friszolowski moved to approve Item 5(a), approving the special event application and street closures for the St. Pete Beach Classic for January 17-19, 2020. The motion was seconded by Commissioner Pletcher and approved 4-0, with Mayor Johnson abstaining.

- b. Request approval of the piggyback agreement with Gator Dredging for Harmful Algal Bloom Management Services.

City Manager Rey explained that there is currently no cost for the agreement but will be in place in case of a red tide event.

Commissioner Pletcher moved to approve Item 5(b), approving the piggyback agreement with Gator Dredging for Harmful Algal Bloom Management Services. The motion was seconded by Vice Mayor Finnerty and unanimously approved by an individual roll call vote.

- c. Request approval of the sole source services agreement with Ellis Automated Corporation for the installation of updated Supervisory Control and Data Acquisition (SCADA) equipment at the City's fourteen (14) remaining lift stations for a total cost of \$68,755.00.

The SCADA system, which has been installed on the City's three pump stations, will allow staff to remotely manage the equipment and alarms.

Commissioner Izzo moved to approve Item 5(c), approving the sole source services agreement with Ellis Automated Corporation for the installation of updated Supervisory Control and Data Acquisition (SCADA) equipment at the City's 14 remaining lift stations for a total cost of \$68,755.00. The motion was seconded by Commissioner Friszolowski and unanimously approved by an individual roll call vote.

- d. Request approval to utilize the existing unit price services agreement with Morelli Landscaping, Inc. for the purchase of Washingtonia Palm Trees for the Pass-a-Grille Way Phase II project in the amount of \$145,536.00.

The installation of the 104 Washingtonia Palm Trees will follow the same spacing pattern as the trees in Phase I of the project.

Commissioner Pletcher moved to approve Item 5(d), approving the utilization of the existing unit price services agreement with Morelli Landscaping, Inc., for the purchase of Washingtonia Palm Trees for the Pass-a-Grille Way Phase II project in the amount of \$145,536.00. The motion was seconded by Commissioner Izzo and unanimously approved by an individual roll call vote.

- e. Request approval to dedicate the alley located on 8th Avenue in Evander Preston's name.

Commissioner Pletcher requested the dedication of an alley be conferred to Evander Preston in honor of his memory.

Commissioner Pletcher moved to approve Item 5(e), approving the dedication of the alley located on 8th Avenue in Evander Preston's name. The motion was seconded by Commissioner Izzo.

Commissioner Pletcher moved to amend the motion approving the dedication of the alley located on 8th Avenue as "EP Lane" in honor of Evander Preston. The motion was seconded by Commissioner Izzo and unanimously approved by an individual roll call vote.

- f. Request to close 8th Avenue on Sunday, October 27, 2019 from 5:00 p.m. to 9:00 p.m. for Celebration of Life – Evander Preston

Commissioner Pletcher moved to approve 8th Avenue street closure on October 27, 2019 from 5:00 p.m. to 9:00 p.m., or possibly adjust for the service, contingent upon the appropriate application being made with the Recreation Department. The motion was seconded by Commissioner Izzo and unanimously approved by an individual roll call vote.

6. Ordinances

- a. Ordinance 2019-03: Final Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida, relating to the State Revolving Fund Loan Program; making findings; authorizing the loan application in an amount not to exceed \$15 million; authorizing the loan agreement; establishing pledged revenues; designating authorized representatives; providing assurances; providing for conflicts, severability, construction, publication and an effective date.

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

Commissioner Izzo moved to approve Item 6(a), Ordinance 2019-03, upon final reading, an ordinance of the City of St. Pete Beach, Florida, relating to the State Revolving Fund Loan Program; making findings; authorizing the

loan application in an amount not to exceed \$15 million; authorizing the loan agreement; establishing pledged revenues; designating authorized representatives; providing assurances; providing for conflicts, severability, construction, publication and an effective date. The motion was seconded by Commissioner Friszolowski and unanimously approved by an individual roll call vote.

- b. Ordinance 2019-04, Final Reading and Public Hearing of an Ordinance Amending Chapter 38, Elections, of the Code of Ordinances.

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

Commissioner Friszolowski moved to approve Item 6(b), Ordinance 2019-04, upon final reading, an ordinance of the City of St. Pete Beach, Florida, amending the Code of Ordinances, Section 38-6(a), Candidates, Qualifications, Petitions; Section 38-7, Election Date of Commissioners; Section 38-8, Election Date of Mayor-Commissioner; and Section 38-14, Election Results; providing for conflicts, severability, construction, publication and an effective date. The motion was seconded by Commissioner Pletcher and unanimously approved by an individual roll call vote.

- c. Ordinance 2019-XX, First Reading and Public Hearing of an Ordinance Relating to Customary Use of Beaches and Public Access.

City Attorney Dickman explained the repeal of a previously adopted ordinance that stipulated the use of dry sandy areas of beaches.

Mayor Johnson called for audience comments.

Gracie Johnson, Pass-a-Grille Way, requested clarification on the changes.

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

Vice Mayor Finnerty moved to approve Item 6(c), Ordinance 2019-XX, upon first reading, 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. The motion was seconded by Commissioner Pletcher and unanimously approved by an individual roll call vote.

7. Resolutions

There were no resolutions submitted.

8. Items for Discussion

There were no items for discussion.

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

City Clerk Haynes did not submit a report.

City Manager Rey reported on the following items:

- Seeking historical designation for the library

Commissioner Friszolowski moved to direct the City Manager to pursue the historic designation for the St. Pete Beach library. The motion was seconded by Commissioner Pletcher and unanimously approved by an individual roll call vote.

Commissioner Friszolowski requested a copy of the construction documents.

- Property for sale through code enforcement

City Attorney Dickman did not submit a report.

Vice Mayor Finnerty reported on the following items:

- Corey Avenue and Blind Pass Road
- Corey Avenue public meeting
- Chowder Challenge in Horan Park on 11/10/2019
- Electronic newsletter submittals by individual commissioners

Commissioner Pletcher reported on the following items:

- PSTA trolley at Cabrillo Avenue
- Hurley Park

Commissioner Izzo reported on the following items:

- Lift Station rehabilitation on 55th Avenue and 64th Avenue
- Blind Pass Road paving at 70th Avenue

Commissioner Friszolowski reported on the following items:

- Update on stormwater issues
- Concert series in Horan Park through the Parks & Recreation Department

Mayor Johnson reported on the following items:

- City flags
- Government Week

10. Adjournment

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

Attest:

Rebecca C. Haynes, City Clerk

Alan Johnson, Mayor

Minutes approved on: _____

DRAFT

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

Issue Considered: Authorization to approve street closures and wet zone for Beach Goes Pop and Rock Event scheduled for April 17 & 18, 2020. Closures would be 9th and 10th Ave from Pass-a-Grille Way to Gulf Way and Gulf Way from 9th Ave to 10th Ave from 6 a.m. April 17th to midnight April 18th, 2020.

Date: December 10, 2019

Prepared By: Jennifer McMahon, Parks and Recreation Director

Through: Alex Rey, City Manager

Summary of Issue: This event requires street closures of 9th and 10th Ave from Pass-a-Grille Way to Gulf Way and Gulf Way between 9th and 10th Ave. Closures would be from 6 a.m. April 17th to midnight April 18th, 2020. An additional request for the event is that the blocked off area and patio be approved as a wet zone for the event. Street closures and alcohol on public property need the Commission's approval. This year's event will feature "pop" music on Friday night from the Tomkats from 6-9 p.m. and "rock" music on Saturday from the Horny Toads from 4-6 p.m. and Greg Billings Band from 7-9 p.m. In addition to live music there will be art and craft vendors and food and drinks available for purchase. The event is free and open to the public. City staff is requesting that this annual event be approved by commission for this year and upcoming years if no changes are requested other than the dates.

Requested Motion: "I move to authorize the approval of Beach Goes Pop and Rock street closures and wet zone for April 17th & 18th, 2020."

Funding: This is a budgeted item. Acct. # 001-6106-572-5550

Attachments: Event street closure map

**Reviewed by
City Manager:** 

BEACH GOES POP AND ROCK: April 17 & 18



Street Closure on 9th and 10th Ave from Pass-a-Grille Way to Gulf Way and Gulf Way from 9th and 10th Ave.

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

Issue Considered: Request approval of the quote from Ward Diesel Filter Systems in the amount of \$34,956.24, for the purchase of four (4) No Smoke direct source capture diesel exhaust removal systems.

Date: December 10, 2019

Prepared By: Adam Poirrier, District Chief

Through: Jim Kilpatrick, Fire Chief

Summary of Issue: In June 2012, the International Agency for Research on Cancer (IARC), part of the World Health Organization, classified diesel engine exhaust as carcinogenic to humans (a group 1 carcinogen). This was based largely on a body of evidence that supports an association between diesel exhaust exposure and an increased risk of lung cancer.

SPBFD's and fire organizations across the country have begun to aggressively address the controllable factors that are associated with cancer diagnosis in the fire service. To continue with this endeavor, SPBFD has determined that the Ward Diesel Filter No Smoke system to capture diesel exhaust is a critical next step to protect the firefighters and the general public. This necessity is due to the nature of the SPBFD's service including where the diesel apparatus are driven and idled on emergency incidents, as well as where the vehicles are stored in proximity to the firefighter's living quarters making this a critical need.

Ward Diesel Filter Systems is the sole source vendor for the No Smoke filter system and pricing is based on a current Fire Rescue GPO contract which SPBFD is a member of (#M-571363). The four (4) systems will be installed on a mix of current vehicles and newly purchased vehicles ensuring all front-line response units are equipped.

Funding: Fleet Fund Expenditures
205-8000-590-5641
Fire Suppression (Other Equipment)
001-5801-522-5649
EMS (Other Equipment)
001-5802-522-5649

Requested Motion: "I move to approve the quotation from Ward Diesel Filter Systems in the amount of \$34,956.24, for the purchase of four (4) No Smoke direct source capture diesel exhaust removal systems."

Attachment: Ward Diesel Filter System Quote # 1300R3

Reviewed by the City Manager: 



NO SMOKE

Quotation

Beecher Emission Solution Technologies, LLC
 dba **Ward Diesel Filter Systems**
 1250 Schweizer Road
 Horseheads, NY 14845
 Phone: 800-845-4665
 Fax: 607-739-7092

Date: September 3, 2019
Quotation #: 1300R3

To: St. Pete Beach Fire Department
 7301 Gulf Boulevard
 St. Pete Beach, FL 33706

Quotation valid until: December 31, 2019
Prepared by: RMT

Attention: Adam Poirrier, District Fire Chief

Quantity	Description	Per Unit Price	Total Price
4	NO SMOKE direct source capture diesel exhaust removal systems, installed, excluding taxes* *Price based on the total project scope of 5 or more systems <u>Warranty:</u> One (1) year. <u>End User:</u> St. Pete Beach Fire Department <u>Installation Site:</u> St. Pete Beach Fire Department, FL <u>Terms:</u> Net 30 days on all invoices. Invoicing will be done weekly on the number of units installed for each week. Notes: All prices are in US Dollars. Proposal does not include bid and/or performance bond cost. This price quote is based on cash payments only and has a 5% discount. If paying by credit card the price is: \$36,704.05	\$8,739.06	\$34,956.24
TOTAL			\$34,956.24

Pat Scanlon
 Regional Sales Manager

WARD DIESEL FILTER SYSTEMS

October 29, 2019

St. Pete Beach Fire Rescue
7301 Gulf Blvd
St. Pete Beach, FL 33706

Attention: Adam Poirrier, District Fire Chief

Dear Chief Poirrier,

Ward Diesel Filter is the “sole manufacturer” and “sole distributor” of the “PATENTED” “NO SMOKE” diesel filtration system granted by the United States Government pursuant to Patent Number 4,803,838. No other company or individual has been licensed to manufacture or market an identical or similar system. Installation of the system(s) is completed by Ward Diesel service technician(s) on all new installations at the manufacturer facilities. As a retrofit assembly, the installation is completed at the fire department.

If you have any additional questions, do not hesitate to contact me.

Very truly yours,

WARD DIESEL FILTER SYSTEMS



Scott H. Beecher
President



NOTICE

WARD DIESEL FILTER SYSTEMS MARKETS THE “NO SMOKE” DIESEL EXHAUST FILTRATION SYSTEM. THIS SYSTEM IS COVERED BY U.S. PATENT NUMBER #4,803,838. NO OTHER COMPANY OR INDIVIDUAL HAS BEEN LICENSED TO MANUFACTURE OR MARKET THIS PROPRIETARY SYSTEM.

WARD DIESEL FILTER



[54] **DIESEL PARTICULATE INFUSION
CONTROLLER**

[76] **Inventor:** Henry E. Kaeser, Hillcrest Rd.,
Elmira, N.Y. 14903

[21] **Appl. No.:** 137,589

[22] **Filed:** Dec. 24, 1987

[51] **Int. Cl.:** F01N 3/02

[52] **U.S. Cl.:** 60/288

[58] **Field of Search:** 60/288, 286, 274

[56] **References Cited**

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2,488,563	11/1949	Sills .	
3,938,409	2/1976	Vozumi .	74/856
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4,485,621	12/1984	Wong et al. .	
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4,538,412	9/1985	Oishi et al. .	

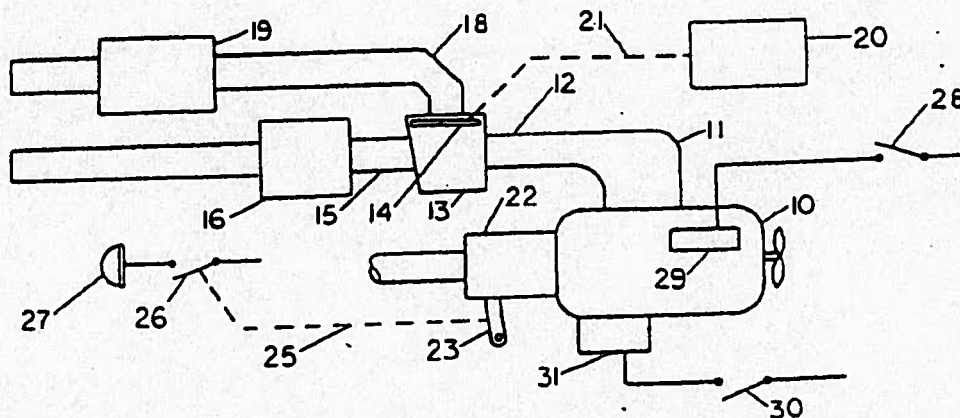
4,581,891 4/1986 Usui 60/303
4,677,823 7/1987 Hardy 60/286

Primary Examiner—Douglas Hart

[57] **ABSTRACT**

Disclosed is a system for removing particulates from the exhaust gas of a vehicle internal combustion engine during those times that the emission of such particulates into the atmosphere would be of greatest danger to persons in the vicinity of the vehicle. The system comprises valve means connected to the vehicle exhaust manifold for normally directing exhaust to the atmosphere when in the nonactivated condition. The valve means directs exhaust to a particulate filter when in the activated condition. Means responsive to the starting of the engine activates the valve means for a predetermined period of time. The valve means can also be activated by shifting into reverse gear.

10 Claims, 2 Drawing Sheets



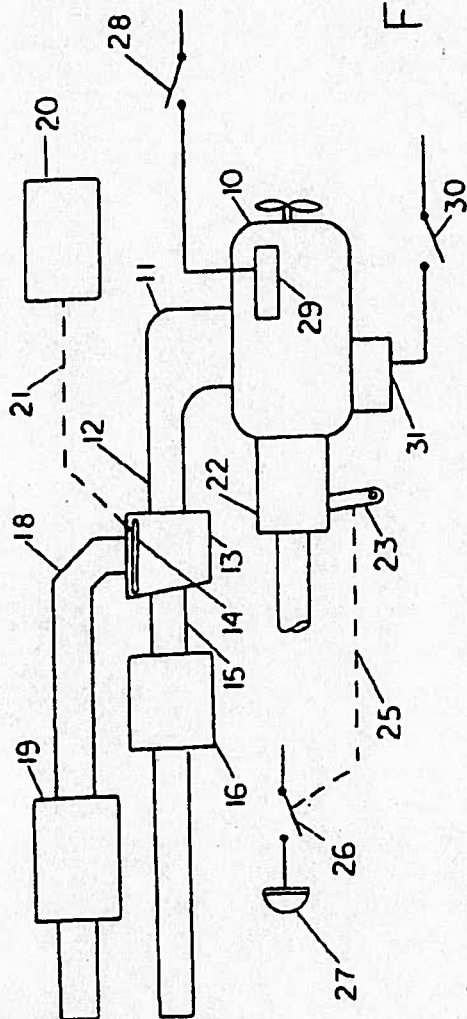


FIG. 1

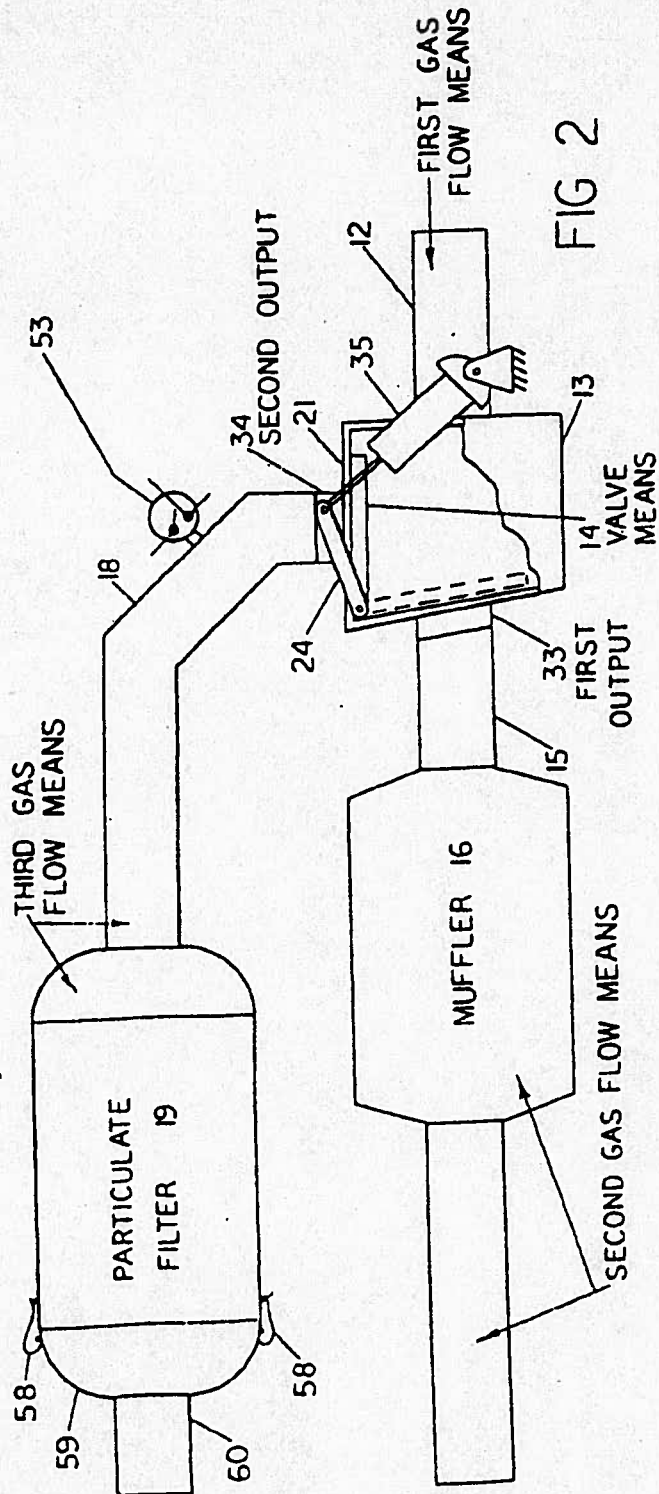


FIG 2

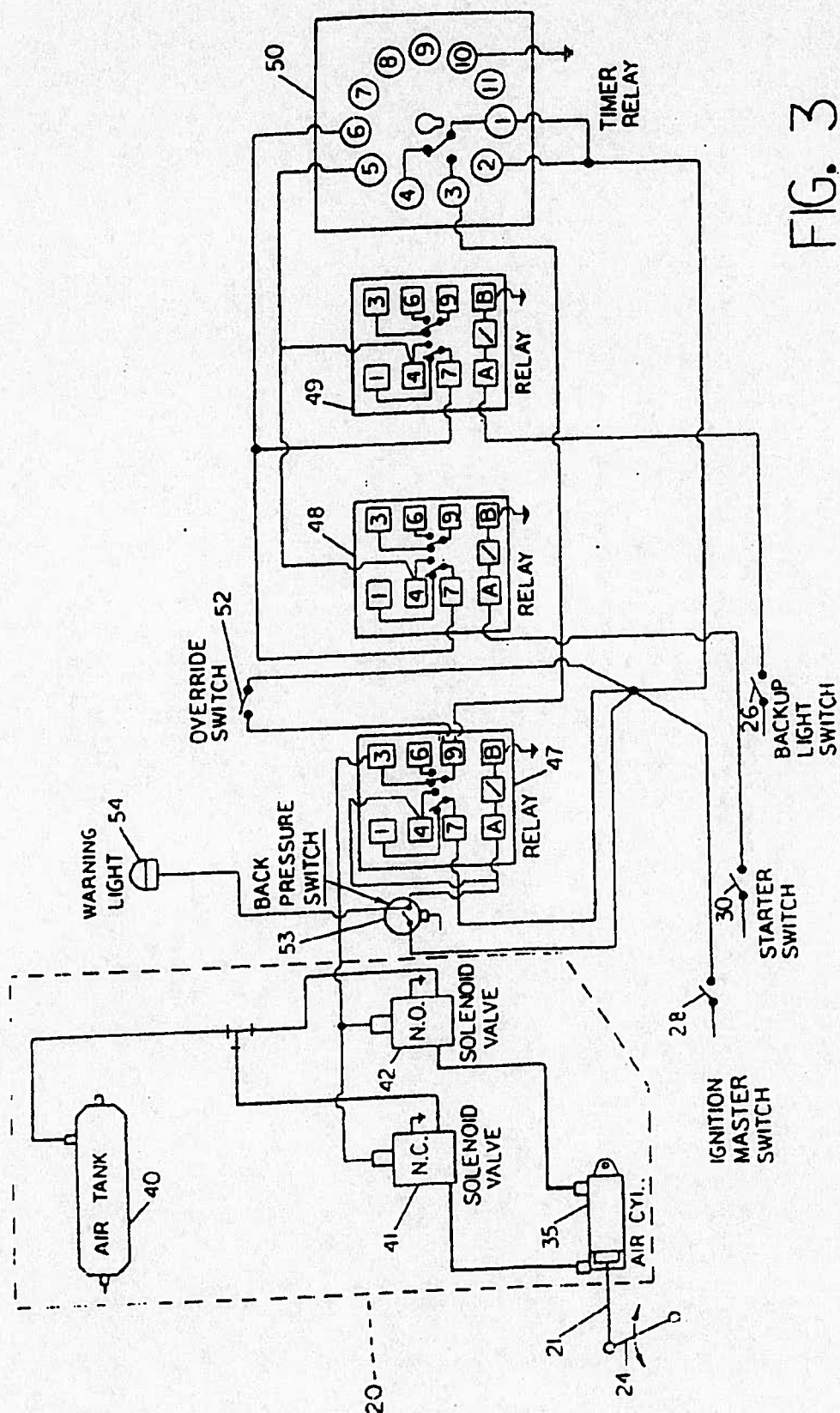


FIG. 3

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vating means 28 of FIG. 1. Although an air cylinder-operated changeover valve may be advantageous on those trucks which already contain compressed air tanks, other suitable activating means such as an electrically powered system may be employed.

Also shown in FIG. 3 is the electrical control system, the output of which controls valve activating means 20. This system comprises relays 47, 48 and 49 and a timer relay 50. The following commercially available parts may be employed for the aforementioned relays: Part No. 700-HB-33Z12 for relays 47, 48 and 49 and Part No. 700-HT-22BZ12 for timing relay 50, all of which are manufactured by Allen-Bradley Company. Ignition master switch 28 connects the battery voltage to terminal 7 of relay 47 and to terminals 1 and 2 of timer relay 50. Switch 28 also connects battery voltage to override switch 52, which may be located on the dashboard, and to a backpressure switch 53, which is located in conduit 18. A dash-mounted warning light 54, which is connected to switch 53, signals the activation of that switch. When closed, switch 53 connects battery voltage to terminals A and 4 of relay 47. In its closed condition, switch 52 connects battery voltage to terminal 9 of relay 47.

In order to describe the operation of the aforementioned system, it will be assumed that the system is installed on a fire truck. As soon as an alarm is sounded, the engine is started. Some minimum amount of time is required for the firemen to get ready and get on the truck. Thus, there is a minimum predetermined time period between the starting of the truck and the time that the truck leaves the fire station. If a conventional muffler exhaust system were employed on the truck, carbon particulates and the like would exhaust into the station, thus presenting a danger to those working therein. If particulate catching means were permanently installed on the truck, it would become saturated after an average of twenty hours of operation. It is impracticable to replace the particulate trap every twenty hours of operation. Particulate traps having regeneration means suffer a number of disadvantages as discussed above. The system of FIGS. 2 and 3, as operated in the following manner, solves the aforementioned dilemma.

Timer relay 50 is programmed such that, after it is activated by either relay 48 or 49, it remains closed for the predetermined time period. When starter switch 30 is closed, current supplied to normally open relay 48 closes that relay. Terminals 4 and 7 of relay 48 close, thereby interconnecting terminals 5 and 6 of timer relay 50. Also, the normally open timer relay 50 closes, thereby connecting terminals 1 and 3. Current will now pass through the timer relay and through the normally closed relay section of relay 47 (through terminals 3 and 9 thereof) to solenoid valves 41 and 42. The solenoid valves being thus activated, air cylinder plunger rod 21 retracts, placing exhaust changeover valve 14 in its activated condition. The exhaust system is placed in the filter mode whereby exhaust gas is diverted through particulate filter 19. When starter switch 30 opens, terminals 4 and 7 of relay 48 are disconnected, thus starting the predetermined period of time during which timer relay terminals 1 and 3 are connected. At the end of said predetermined time period, timer relay 50 opens, thereby deactivating solenoid valves 41 and 42. The plunger of air cylinder 35 returns to its normal position, and valve 14 returns to the position shown in FIG. 2. The particulate-containing exhaust gas again passes

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through muffler 16 to the atmosphere. By this time, however, the truck has left the station.

When the fire truck backs into the fire station, it could again subject personnel working therein to particulate-containing exhaust gases. However, when the vehicle is placed in reverse, backup light switch 26 closes and activates relay 49. This normally open relay closes, thereby interconnecting terminals 5 and 6 of the timer relay. This closes the timer relay, connecting terminals 1 and 3 thereof, and causes current to pass through relay 47, as described above, to activate solenoid valves 41 and 42 and place the exhaust system in the filter mode. When the transmission is shifted out of reverse, switch 26 opens and the timer clock in relay 50 begins to run. The exhaust system then remains in the filtered position for the predetermined period of time. This gives some time during which the transmission may be placed in neutral or park position in case the engine is not immediately turned off.

Override switch 52 places the exhaust system in the filter mode at any time by overriding the timer relay. When closed, it connects the battery voltage directly to terminal 9 of relay 47. Switch 52 may be located on the dashboard, the control box housing the relays or in any other remote location. Switch 52 may be employed, for example, if the truck drives up to the garage and pulls in forward. As soon as the driver begins to pull into the garage, he closes switch 52.

It can be seen that particulate filter 19 accumulates relatively little particulate material per hour of total operating time. However, the filter eventually accumulates enough particulate to create a sufficient backpressure in the vehicle exhaust system to close switch 53. The resultant flow of current to terminal A causes the normally open section of relay 47 to close. This allows current to flow to terminal 7 of relay 47, through terminal 4, and back to terminal A, to apply a hold current to relay 47 after the backpressure switch opens due to a reduction in back pressure. Also, the normally closed section of relay 47 opens, thereby placing the exhaust system in muffler mode, regardless of the condition of relays 48 and 49. Since it is only infrequently that filter 19 accumulates sufficient particulate to actuate backpressure switch 53, the replacement of full traps is no longer impracticable. After the actuated warning light 54 is observed, arrangements are made to have the particulate filter replaced. In the embodiment shown in FIG. 2, this is accomplished by opening clamps 58 which are located at the outlet end of the casing of filter 19. After end portion 59 and tailpipe 60 are removed, the filter means is removed from the casing. A new or cleaned filter means is inserted, and elements 59 and 60 are reattached.

Various modifications can be made to the described embodiment without departing from the scope of the invention. For example, the override switch may be a pushbutton switch that momentarily closes and then opens when released. Such an override switch could be employed to activate the timer relay so that the valve means is activated for the predetermined time after the switch is operated. The vehicle operator would merely touch the pushbutton switch as the vehicle begins to pull into a garage. The exhaust system would be in the filter mode for the predetermined time which would be of sufficient length to permit the vehicle to be parked and the engine turned off.

I claim:

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1. A system for removing particulates from exhaust gas of a vehicle internal combustion engine comprising first gas flow means connected to the exhaust of said engine,

valve means connected to said first gas flow means for normally directing exhaust to a first output when in the nonactivated condition and for directing exhaust to a second output when in the activated condition,

second gas flow means connected to said valve means first output for exhausting particulate-containing exhaust to the atmosphere,

third gas flow means connected to said valve means second output for removing exhaust gas particulates before delivering said exhaust gas to the atmosphere,

means responsive to the starting of said engine for activating said valve means for a predetermined period of time, and

means responsive to a second condition within said vehicle for activating said valve means.

2. A system in accordance with claim 1 further comprising gear means including a reverse gear connected to said engine, said means responsive to a second condition comprising means activated by shifting said gear means into reverse gear for activating said valve means, said valve means remaining activated for said predetermined period of time after said gear means has been shifted out of reverse gear.

3. A system in accordance with claim 1 wherein said means responsive to a second condition comprises an override switch and means responsive to the closing of said override switch for activating said valve means.

4. A system in accordance with claim 3 wherein said override switch comprises a switch that closes when touched and opens when released, and said means responsive to the closing of said override switch activates said valve means for said predetermined period of time after said override switch has been released.

5. A system for removing particulates from exhaust gas of a vehicle internal combustion engine comprising first gas flow means connected to the exhaust of said engine,

valve means connected to said first gas flow means for normally directing exhaust to a first output when in the nonactivated condition and for directing exhaust to a second output when in the activated condition,

second gas flow means connected to said valve means first output for exhausting particulate-containing exhaust to the atmosphere,

third gas flow means connected to said valve means second output for removing exhaust gas particulates before delivering said exhaust gas to the atmosphere,

valve activating means for changing the condition of said valve means from said nonactivated to said activated condition upon receipt of a control signal,

means responsive to the starting of said engine for supplying to said valve activating means a control signal for a predetermined period of time,

gear means including a reverse gear connected to said engine,

means activated by shifting said gear means into reverse gear for supplying a control signal to said valve activating means, said control signal continu-

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ing for said predetermined period of time after said gear means has been shifted out of reverse gear.

6. A system for removing particulates from exhaust gas of a vehicle internal combustion engine comprising first gas flow means connected to the exhaust of said engine,

valve means connected to said first gas flow means for normally directing exhaust to a first output when in the nonactivated condition and for directing exhaust to a second output when in the activated condition,

second gas flow means connected to said valve means first output for exhausting particulate-containing exhaust to the atmosphere,

third gas flow means connected to said valve means second output for removing exhaust gas particulates before delivering said exhaust gas to the atmosphere,

valve activating means for changing the condition of said valve means from said nonactivated to said activated condition upon receipt of a control signal,

gate means having an output terminal connected to said valve activating means, an input terminal and an inhibiting signal terminal, said gate means connecting a control signal from said input terminal thereof to said valve activating means except when a signal is applied to said inhibiting terminal,

means responsive to the starting of said engine for supplying to said gate means input a control signal for a predetermined period of time, and

means responsive to the sensing of an excessive back-pressure in said engine exhaust for applying a signal to said gate means inhibiting terminal.

7. A system in accordance with claim 6 wherein said means responsive to the starting of said engine comprises timer relay means having a first pair of terminals, said timer relay means connecting a voltage to said gate means input terminal during the time that said first pair of terminals is interconnected and for said predetermined period of time after said first pair of terminals has been disconnected, and first relay means for interconnecting said first pair of terminals in response to the starting of said engine.

8. A system in accordance with claim 7 further comprising gear means including a reverse gear connected to said engine, and means for supplying a control signal to said gate means during the time that said gear means is in reverse gear and for said predetermined period of time after said gear means has been shifted out of reverse gear.

9. A system in accordance with claim 8 wherein said means activated by shifting said gear means comprises second relay means for interconnecting said first pair of terminals during the time that said gear means is in reverse gear and for said predetermined period of time after said gear means has been shifted out of reverse gear.

10. A system in accordance with claim 6 further comprising gear means including a reverse gear connected to said engine, and means for supplying a control signal to said gate means during the time that said gear means is in reverse gear and for said predetermined period of time after said gear means has been shifted out of reverse gear.

WARD DIESEL FILTER SYSTEMS

1580 Lake Street
Elmira, NY 14901
Phone: 800-845-4665
Fax: 607-739-7092

www.warddiesel.com

Notice of Patent Expiration:

U.S. PATENT NUMBER #4,803,838 for the Ward Diesel NO SMOKE Filter System has expired.

Ward Diesel has stopped identifying or marking manufactured parts and components with this patent information.





Discount Pricing on Ward Diesel Filter Systems

Fire Rescue • Public Safety • Government

FIRERESCUE GPO

FireRescue GPO is a group purchasing organization providing your fire department and its members access to aggressively priced contracts with vendors who supply goods and services to the fire service. These contracts are often established through a competitively bid public RFP process that allows members to "piggy-back" on the contract—eliminating the need for member departments to complete an RFP process.

- You must be a member to access contracts.
- Membership is free and without any purchasing obligations.
- Departments save time and money on the procurement process.

PRODUCT OFFERING

Ward Diesel Filter Systems is a nationwide company specializing in vehicle mounted diesel exhaust removal systems. The "NO SMOKE" filter system was designed specifically for the fire and emergency service industry. The device is mounted directly onto each diesel emergency apparatus and will operate automatically as the vehicle leaves and returns to the station. In addition to the automated features, there is a manual override that will allow emergency personnel to utilize the system on-scene, to better protect personnel and the community members they are serving from the harmful diesel exhaust fumes being emitted into the air.

DISCOUNT PRICING

Quantity	Description	Per Unit Price	Total Price
1	NO SMOKE diesel exhaust removal system, installed, excluding taxes	\$10,037.73	\$10,037.73
2	NO SMOKE diesel exhaust removal system, installed, excluding taxes	\$9,444.31	\$18,888.62
3	NO SMOKE diesel exhaust removal system, installed, excluding taxes	\$9,242.81	\$27,728.43
4	NO SMOKE diesel exhaust removal system, installed, excluding taxes	\$9,041.31	\$36,165.24
5	NO SMOKE diesel exhaust removal system, installed, excluding taxes	\$8,739.06	\$43,695.30

How to Access Contracts

To purchase Ward Diesel through FireRescue GPO, follow these easy steps:

- Login to www.firerescue-gpo.com
- Members can find all forms, legal documentation, price lists and other information on the Ward Diesel vendor page.
- Sign the Intergovernmental Cooperative Purchasing Agreement (IGA) and keep for your records.
- Ask your Ward Diesel representative to include your member number on the purchase agreement.

As always, membership is:

- FREE
- EASY
- NO Obligation to purchase

To register, go to www.firerescue-gpo.com.

*Price is based on quantity – Discounts through this program are on orders only for 1 – 5 systems.

Warranty: one (1) year.

Notes: Pricing does not include Sales Tax, Bid Bond/Performance Bond Service Fee or shipping and handling.

Pricing for Alaska and Hawaii available upon request.



FIRERESCUE GPO

877.329.8847

customerservice@firerescue-gpo.com

FireRescue GPO and PublicSafety GPO are divisions of National Purchasing Partners. Brought to you in partnership with Western Fire Chiefs Association (WFCA), the International Association of Fire Chiefs, their Divisions and the State Chiefs Associations. ©2013 FireRescue GPO

FIRE RESCUE GPO

FACT SHEET



Who We Are

FireRescue GPO is a group purchasing organization providing your fire department and its members access to aggressively priced contracts with vendors who supply goods and services to the fire service. These contracts are often established through a competitively bid public RFP process that allows members to "piggy-back" on the contract—eliminating the need for member departments to complete an RFP process. Other contracts, negotiated for national volume pricing, are made available to individual departments of all sizes. Some contracts are also available to individual firefighters.

Membership with FireRescue GPO is completely free and there is no obligation to purchase. Membership is limited to active members of organizations chartered to provide fire and rescue services. These organizations include, but are not limited to: career, volunteer, districts and state agencies. New members register online and are then verified by FireRescue GPO staff.

FireRescue GPO was started in 2001 by the Western Fire Chiefs Association (WFCA) in partnership with a large hospital based group purchasing organization—Amerinet and Virginia Mason Medical Center (VMMC) in Seattle, WA. Currently FireRescue GPO is owned by National Purchasing Partners (NPP) which was established by Amerinet and VMMC to provide group purchasing opportunities to a variety of industries. The program is still managed in partnership with WFCA who manages the FireRescue GPO Advisory Council and a revenue sharing program with the International Association of Fire Chiefs, their Divisions and the State Chiefs Associations.

What Sets FRGPO Apart

- No cost to members
- Access to publicly awarded contracts
- A portion of the revenue is shared with the fire service
- Non-commission based sales team
- In-house customer service department

For Our Members

We help our members and organizations reduce costs through lower prices on a wide range of products and services. We focus on providing fast, friendly and adaptive customer service for our members. By accessing FireRescue GPO contracts our members save time and money.

For Our Vendors

FireRescue GPO generates revenue from small administrative fees collected from our vendors when a sale is made through the program. Our priority is that our vendors increase marketshare and profitability as a direct result of their relationship with FireRescue GPO. The primary objective is

to serve as a conductor of commerce. Our focus is to identify and eliminate barriers in the sales cycle and create streamlined processes and communications for our customer base.

Other Vertical Markets

National Purchasing Partners (NPP), FireRescue GPO's parent company, has a presence in several market segments spanning both the public and private domain:

Public Verticals

Fire and Rescue
Non-Profit
Public Safety
Government
Education

Private Verticals

Agriculture
Construction
Dental
Finance
Hospitality
Real Estate/
Property Management

Legal
Manufacturing
Oil and Gas/
Energy
Transportation
Veterinary

HOW TO JOIN FIRERESCUE GPO

- Visit our website: www.firerescue-gpo.com
- Click "Join Now"
- Complete the registration form and submit
- Within 24 hours you will receive an e-mail confirmation of your membership, which will include your username and password
- You can then sign in and access our vendor discounts
- All procurement documents are accessible when logged onto the website

For More Information

Feel free to contact FRGPO to learn more about our business and how we can help you.

Crosby Grindle
Executive Director
541.948.3146
crosby.grindle@publicsafetygpo.com

Susan Kordel
Account Manager
206.625.7398
susan.kordel@mynpp.com

1100 Olive Way, Suite 1020
Seattle, WA 98101
Customer Service: 877.329.8847
customerservice@firerescue-gpo.com
www.firerescue-gpo.com

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

Issue Considered: Request approval of the quote from Bauer Compressors Inc. in the amount of \$29,737.64, for the purchase of a Self-Contained Breathing Apparatus (SCBA) compressor system and fill station.

Date: December 10, 2019

Prepared By: Adam Poirrier, District Chief

Through: Jim Kilpatrick, Fire Chief

Summary of Issue: To ensure that firefighter's respiratory systems are protected from the many hazards that exist in Immediately Dangerous to Life and Health (IDLH) environments, Self-Contained Breathing Apparatus (SCBA's) must be worn. Purified compressed air must be utilized to refill the bottle portion of the SCBA units requiring the use of an SCBA compressor system and fill station.

SPBFD's current SCBA compressor system and fill station was purchased as used equipment approximately 15 years ago. The system has been prone to breakdowns and is currently out of service due to parts no longer being manufactured or available for needed repairs. This necessitates SPBFD to leave the city and utilizes other cities systems to refill SCBA bottles, which is not effective or efficient as emergency units are not available for incident responses during this process.

SPBFD has chosen a replacement SCBA compressor system and fill station that is the available via GSA Contract (# GS-07F-195GA) and that is able to utilize the current DOT storage cylinders which are still serviceable. Additional costs including shipping and installation are estimated at \$3,000 which will not exceed the \$50,000 budgeted for this project.

Funding: Capital Fund Expenditures (SCBA Compressor System)
301-8000-590-0034

Requested Motion: "I move to approve the quote from Bauer Compressors Inc. in the amount of \$29,737.64, for the purchase of a Self-Contained Breathing Apparatus (SCBA) compressor system and fill station and any other related cost."

Attachment: Bauer Compressors GSA Quote # 19-0711-A

**Reviewed by the
City Manager:**



November 8, 2019

St. Pete Beach Fire Rescue
Attn. District Chief Adam Poirrier
E-mail: apoirrier@stpetebeach.org
Ref. Bauer / GSA Quotation # 19-0711-A

Good Afternoon Chief Poirrier,

I am pleased to provide you with the following revised quotation based on Bauer's GSA Contract GS-07F-195GA:

Compressor

1 each) **Bauer model Vertecon 13-E3 (GSA Part # VEC13-E3)** high pressure air compressor / purification system in an open frame vertical configuration. The **Vertecon 13** shall be built in strict adherence to the Bauer published specification and equipped with all standard features listed therein plus the following factory installed accessory / upgrade:

Your cost \$ 18,626.90

For your consideration I am pleased to offer the following factory installed accessories / upgrades for use on the Vertecon 13:

Purification upgrade from standard Bauer P2 purification to Bauer P2 Securus (GSA # SECURUS) Securus is an electronic purification monitoring system which will provide advanced warning of (approx. 5 running hours) and system shutdown upon purification cartridge saturation

Your cost \$ 640.02

Compressor Total Cost \$ 19,266.92

SCBA Containment (per NFPA 1989 & 1901) Fill Station

1 each) **Bauer model CFS5.5-2S (GSA # CFS 5.5-2S)** two (2) position SCBA filling station. The CFS5.5-2S shall be built in strict adherence to the Bauer published specification and shall be equipped with all standard features listed therein.

Your cost \$ 7,497.15

For your consideration I am pleased to offer the following factory installed accessories / upgrades for use on the CFS5.5-2S:

Four Bank Top Mount Cascade Type Fill Control Panel with Air Direction Valve (GSA # DF TM/CSCD)

Your cost \$ 2,029.86

Regulated (adjustable) Auxiliary Fill Outlet (GSA # RF/REG)

Your cost \$ 943.71

Fill Station Total Cost \$ 10,470.72

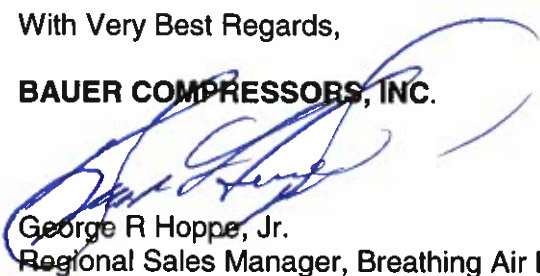
St Pete beach Total Cost \$ 29,737.64

The above pricing does not include installation assistance, start-up or training; these are to be contracted locally by an authorized Bauer facility.

Pricing tendered is FOB Norfolk; freight will be billed as PPD & Add allowing you the benefit of Bauer's discount with the freight provider.

With Very Best Regards,

BAUER COMPRESSORS, INC.



George R Hoppe, Jr.
Regional Sales Manager, Breathing Air Products

FOB: Norfolk VA

Terms: N30

Delivery: approx. 4-6 weeks ARO

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

Issue Considered: Request approval of the Task Order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$119,897.00 for the development of the City's Asset Management Program.

Date: December 10, 2019

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: The City requested a Task Order from Kimley-Horn to develop and document the City's Asset Management program. This program, which will be in a report format, will outline the existing condition of City assets, recommend rehabilitation efforts, and document routing operation and maintenance procedures. The implementation of an Asset Management program will enable the City to develop a systematic approach to the valuation of the City's infrastructure and allow the City to approach system repair and replacement activities on a life-cycle management perspective, as opposed to a reactive break-fix perspective.

Funding: 301-8000-590-0045

Requested Motion: "I move to approve the Task Order under the Continuing Engineering Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$119,897.00 for the development of the City's Asset Management Program."

Attachment: Task Order from Kimley-Horn

Reviewed by the City Manager: AR



Exhibit "B"

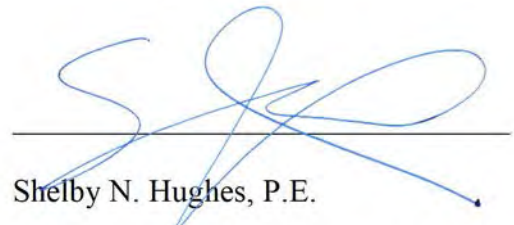
**TASK ORDER FORM - CONTINUING CONTRACT FOR
PROFESSIONAL DESIGN SERVICES**

<i>Date of Task Order Request</i>	November 11, 2019
<i>Firm Selected for Task</i>	Kimley-Horn and Associates Inc.
<i>Task (Project) Name</i>	Asset Management Program
<i>Task Description (and other relevant details)</i>	The asset management program, in the form of a report, will outline the existing condition of City assets, recommended rehabilitation efforts, and routine operation procedures. The intent of the asset management program is to develop a systematic approach to the realization of the value of the City's infrastructure from a life-cycle management perspective over a twenty-year period based on industry standards.
<i>Task Budget</i>	\$119,897.00
<i>Task Proposal Due Date</i>	TBD

Thank you for your efforts on behalf of the City of St. Pete Beach. If there are any questions or additional information needed, please contact the City Public Works Department at 727.363.9243.

Acknowledgement of Task Order:

Alex Rey
City Manager
City of St. Pete Beach



Shelby N. Hughes, P.E.
Kimley-Horn and Associates, Inc.

INDIVIDUAL PROJECT ORDER (IPO)
November 29, 2019

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

IDENTIFICATION OF PROJECT:

ASSET MANAGEMENT PROGRAM

PROJECT UNDERSTANDING:

Under this IPO, Kimley-Horn will provide general engineering services for the development of an asset management program. The asset management program, in the form of a report, will outline the existing condition of City assets, recommended rehabilitation efforts, and routine operation procedures. The intent of the asset management program is to develop a systematic approach to the realization of the value of the City's infrastructure from a life-cycle management perspective over a twenty-year period based on industry standards. The asset management program will include the items outlined in Rule 62-503 of the Florida Administrative Code.

The asset management program will include the evaluation of the following assets:

1. Wastewater System
2. Stormwater System
3. Roadways

Previously completed assessments by Kimley-Horn and those as provided by the City that identify the condition of assets and necessary repairs will be utilized for the existing condition analysis. The previously completed reports and databases identify the existing condition and age of known City's assets. Additional inspections or field work will not be completed as part of this project.

SCOPE OF SERVICES:**Task 1: Wastewater System Evaluation**

Kimley-Horn will complete the following tasks:

- Identify known assets within the wastewater system using the City's GIS information and inspection data completed to date.
- Identify current age, condition, and anticipated useful life for each asset using previously completed assessments.
- Develop a list of required asset rehabilitation and repair projects based on the condition assessment information identified in the I&I Study completed by Kimley-Horn in 2016. This task includes reprioritization of projects based on revised criteria developed by the City.
- Develop a recommended maintenance program for wastewater system components including pump/lift stations, force mains, manholes, gravity main, laterals, clean outs, and conflict structures. The maintenance program will consist of a comprehensive maintenance approach, specific tasks for each system component, and a recommended schedule for each task.
- Develop an opinion of probable cost for recommended rehabilitation projects and annual maintenance costs for budget planning purposes. The Engineer has no control over the cost of

labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Task 2: Stormwater System Evaluation

Kimley-Horn will complete the following tasks:

- Identify known assets within the stormwater system using the City's GIS information and inspection data completed to date.
- Identify current age, condition, and anticipated useful life for each asset based on existing reports and record drawings as provided by the City and previously completed assessments by the City's consultant, CPWG.
- Develop a list of required asset rehabilitation and repair projects based on the condition assessment information identified by the City and the City's consultant, CPWG. This task includes prioritization of projects based on criteria developed by the City. Field inspections of the stormwater system are not included in this scope of work.
- Develop a recommended maintenance program for the stormwater system components including pump stations, storm pipes, outfalls, catch basins, inlets, retention ponds and conflict structures. The maintenance program will consist of a comprehensive maintenance approach for the stormwater system, specific tasks required for each system component, and a recommended schedule for each task.
- Develop an opinion of probable cost for recommended rehabilitation projects and annual maintenance costs for budget planning purposes. The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Task 3: Roadway Evaluation

Kimley-Horn will complete the following tasks:

- Identify City owned and maintained roadway assets using the City's GIS information and inspection data completed to date. The roadway asset evaluation will only include pavement and does not include signage, curbing, sidewalks, striping or signalization.
- Identify current age, condition, and anticipated useful life for each asset using the previously completed condition assessment by the City's consultant, Cardno TBE.
- Develop a list of required roadway rehabilitation and repair projects based on the condition assessment information identified by the City and the City's consultant, Cardno TBE. This task includes reprioritization of projects based on revised criteria developed by the City. Roadway field inspections are not included in this scope of work.
- Develop an opinion of probable cost for recommended rehabilitation projects and annual maintenance costs for budget planning purposes. The Engineer has no control over the cost of

labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Task 4: Asset Management Plan Report

Kimley-Horn will complete the following tasks:

- Attend one meeting with the City to discuss the maintenance and repairs prioritization criteria to be used in the asset management programs outlined in Tasks 1-3 and the overall vision of the implemented program.
- Summarize the evaluation of assets and outline the rehabilitation efforts and operation and maintenance efforts in a written report. Generate exhibits using the City's GIS database displaying the assets outlined above. The City's existing database of assets will be utilized. A new database will not be completed under this scope of work.
- Prioritize overall rehabilitation efforts for the wastewater, stormwater, and roadway assets using a comprehensive approach considering the remaining useful life, level of service, risk, and consequence of failure.
- Kimley-Horn will provide an electronic copy of the draft report to the City and hold a maximum of three meetings with City staff to review the draft report and present to City Commission if required.
- Three copies of the final report and one electronic PDF copy will be provided to the City for a final deliverable.

PROJECT DELIVERABLES

The deliverables to be provided for this project include:

1. Electronic copy of Draft Asset Management Program Report and Exhibits
2. Three hard copies of Final Asset Management Program Report and Exhibits

The City shall provide and complete the following:

- Existing information, record drawings, and any available asset data as necessary
- Coordinate with consultants (CPWG and Cardno TBE) for the stormwater and roadway condition assessment data required for this report
- Review and comment on the deliverables
- Attend and participate in project meetings

ADDITIONAL SERVICES (if required):

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

FEE AND BILLING

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

Task 1 – Wastewater System Evaluation	\$ 55,000.00
Task 2 – Stormwater System Evaluation	\$ 24,982.00
Task 3 – Roadway Evaluation	\$ 15,125.00
Task 4 – Asset Management Plan Report	\$ 25,094.00

TOTAL LUMP SUM FEE

\$ 119,897.00

METHOD OF COMPENSATION:

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

OTHER SPECIAL TERMS OF IPO:

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

ACCEPTED:

THE CITY OF ST. PETE BEACH, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____
Malcolm Lewis Bryant, P.E.

TITLE: _____

TITLE: Vice President

DATE: _____

DATE: November 18, 2019

PROJECT WORK PLAN PERSON-HOUR ESTIMATE

Project Name: St Pete Beach Asset Mgmt Plan
 Project Number:
 Date Prepared: 11/15/2019
 Estimated By: SH and SE

KHA Task # Subtask ID Number	KHA Task Name Subtask Name/Description				Direct Labor (Person-Hours)							Misc. Direct Expense (\$)
					Principal 293	Senior Prof 209	Sr. Project Engineer 171	Project Engineer 133	Designer 152	Support Staff 76	KHA Labor Total	
1	Wastewater Evaluation											
	Data Collection						20	40				
	Condition Evaluation - Repairs/O&M						20	80				
	Rehabilitation Recommendation						20	40				
	Maintenance Program						20	40				
	OPC						10	40				
	Meetings/Coordination						11	20		4		\$200
	QC				8							
	Subtotal (Hours)				8	0	101	260	0	4		\$200
	Task Total (Dollars)				\$2,341	\$0	\$17,271	\$34,580	\$0	\$608	\$54,800	\$200
2	Stormwater Evaluation											
	Data Collection						8	20				
	Condition Evaluation per Reports by Others						8	20				
	Rehabilitation Recommendation per Reports by Others						8	20				
	Maintenance Program					6	8	20				
	OPC						2	30				
	Meetings/Coordination						4	10				\$100
	QC				4							
	Subtotal (Hours)				4	6	38	120	0	0		\$100
	Task Total (Dollars)				\$1,170	\$1,254	\$6,498	\$15,960	\$0	\$0	\$24,882	\$100
3	Roadway Evaluation											
	Data Collection						2	10				
	Condition Evaluation per Reports by Others						8	10				
	Rehabilitation Recommendation per Reports by Others						8	10				
	Maintenance Program						8	10				
	OPC						2	20				
	Meetings/Coordination						2	10				\$100
	QC				2							
	Subtotal (Hours)				2	0	30	70	0	0		\$100
	Task Total (Dollars)				\$585	\$0	\$5,130	\$9,310	\$0	\$0	\$15,025	\$100
4	Asset Management Plan Report											
	Exhibits						10	40				
	Report & Matrices						20	40				
	Recommendations						10	20				
	Meetings						8	10				\$500
	QC				6							
	Subtotal (Hours)				6	0	48	110	0	0		\$500
	Task Total (Dollars)				\$1,756	\$0	\$8,208	\$14,630	\$0	\$0	\$24,594	\$500
	Subtotal (Hours)				20	6	217	560	0	4	0	\$900
	Task Total (Dollars)				\$5,852	\$1,254	\$37,107	\$74,480	\$0	\$304	\$118,997	\$900

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

Issue Considered: Request approval of the Task Order under the Continuing Engineering Services Contract with CPWG, in the amount of \$158,446.00 for the Stormwater Master Plan Update.

Date: December 10, 2019

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: The City requested a Task Order from CPWG to update the City's Stormwater Master Plan, which was last updated in 2012. This Master Plan Update includes the review and incorporation of the City's ongoing resiliency parameters and develops a list of specific flood alleviation projects to cope with sea level rise in flood prone areas. This update will also review existing stormwater inventory and provide a list of proposed improvements for implementation in the City's Capital Improvement Program.

Funding: 103-6108-537-5668

Requested Motion: "I move to approve the Task Order under the Continuing Engineering Services Contract with CPWG, in the amount of \$158,446.00 for the Stormwater Master Plan Update."

Attachment: Task Order from CPWG

**Reviewed by the
City Manager:**

AR



Exhibit “B”

**TASK ORDER FORM - CONTINUING CONTRACT FOR
PROFESSIONAL SERVICES**

<i>Date of Task Order Request</i>	November 26, 2019
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<i>Firm Selected for Task</i>	CPWG
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<i>Task (Project) Name</i>	Stormwater Master Plan Update 2020
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<i>Task Description (and other relevant details)</i>	CPWG will provide an updated 2020 Stormwater Master Plans that includes developing a list of specific flood alleviation projects and/or adaptive strategies to cope with the sea water rise within flood prone areas as part of the Cities resiliency strategy.
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<i>Task Budget</i>	\$158,466
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<i>Task Proposal Due Date</i>	As soon as Task Order is executed
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Thank you for your efforts on behalf of the City of St. Pete Beach. If there are any questions or additional information needed, please contact the City Public Services Department at 727.363.9243.

Alex Rey
City Manager
City of St. Pete Beach

Acknowledgement of Task Order:

11/26/19 (Name)

(Firm)



City of St. Pete Beach Stormwater Study for a Limited Area

SCOPE OF WORK

Background

The City of St. Pete Beach (City) is a barrier island community in Pinellas County, Florida. It is bordered on the west and south by the Gulf of Mexico, on the east by Boca Ciega Bay and on the north by Treasure Island. The City has a permanent population of about 10,000 and a large influx of seasonal visitors.

The City began to formally address stormwater management in 1993 when a Master Drainage Plan (MDP) was prepared. The 1993 MDP focused on the evaluation of drainage infrastructure facilities only within 25 separate drainage basins in the City that were identified by the City staff for developing the MDP. A basin-specific drainage Level of Service (LOS) was established for each basin to facilitate the City to prioritize and construct affordable improvements as part of its Capital Improvements Program (CIP).

This MDP served the City for approximately twenty years. In 2012, the City selected CPWG to review and update the City's 1993 MDP. CPWG carried out this task resulting in a 2012 document summarizing CPWG's findings and recommendations for the 1993 MDP update for the 25 basins of the 1993 MDP.

In April, 2019, The City also received from others a report titled St. Pete Beach Coastal Resiliency Plan – Funding and Flooding Vulnerability. Using of Rapid Inundation methodology and 2007 Southwest Florida Digital Elevation Model as well as NOAA and USACE sea level rise projections, this report briefly outlined the flooding assessment of the City's existing infrastructure under large storm events in combination with and without the sea level rise. Limitations on the study did not allow the flooding assessment to include impacts of wave propagation and surges, or the City's drainage pipe infrastructure.

Purpose and Scope

Based on the above-described reports, CPWG has prepared the following Scope of Work in two distinct phases:

In phase 1,

1. CPWG will review in detail the April 2019 Resiliency Study parameters. For example, confirmation of planning horizon; priority matrix for funding sources; flood proofing of certain wastewater lift stations; and apparent discrepancies in tabular vs. graphical data included in the report for sea level rise projections.

AT THE READY

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

2. CPWG will develop a list of specific flood alleviation projects and/or adaptive strategies to cope with the sea water rise within flood prone areas that require immediate attention by comparing previous Master Plans with the Resiliency Study. For example, Basin 10K in southern Pass-a-Grill area was shown to be subject to heavy inundation, even without sea level rise, in the 2012 Master Plan Update and was assigned a high priority for flood abatement. This area is also shown to be subject to heavy inundation in the April 2019 Resiliency Study under intermediate sea level rise and this was abated in the Pass-A-Grille Way Phase II reconstruction project. Similarly, Basin 6F, on Boca Ciega Isle, was shown to be a medium priority project in the 2012 Master Plan Update, but shown to be under complete inundation in the Resiliency Study even under an intermediate sea level rise. Therefore, a careful review of 2012 Master Plan Update, flooding history as well as flood abatement projects since 2012, and the results of 2019 Resiliency Study under intermediate sea level rise will be required to refine a list of flood abatement projects that not only require immediate attention, but can also benefit most number of people and properties.
3. CPWG will obtain City's concurrence for the specific flood abatement projects and adaptive strategies in the areas needing immediate attention.

Phase 2 work items, within the flood abatement projects agreed to in Phase 1 of this Scope of Work, will include:

1. Review existing stormwater inventory, drainage complaints, road maintenance files, permits and prior study information relative to the study area and update all data and inventory components within constructed projects since 2012;
2. Update GIS database with the collected information;
3. Evaluate sufficiency of existing data and conduct field reconnaissance as necessary;
4. Delineate stormwater basin areas as necessary for the study;
5. Refine flood-prone data through further modeling to include wave propagation and surges;
6. Prepare concept level resiliency designs for flood alleviation projects including innovative ideas such as those for raising City streets and installing inline tide check valves at specific outflow locations to guard against wave propagation and surges all in an effort to "Design with Nature";
7. Recommendations for flood proofing lift station access and electrical controls.
8. Preparation of funding applications from various agencies (as prioritized in the Resiliency Study) for the projects.
9. Provide draft summary report in electronic format, of the proposed improvements, including analysis and modeling information as well as for funding applications for some or all of those projects for City's review and comment;
10. Provide three (3) hard copies of the Final Report incorporating City comments

Project Meetings

CPWG will meet with the City on a regularly scheduled basis including those for project kick-off, project status, project reviews at the end of Phase 1 and 2 work and one meeting for public input. CPWG will prepare meeting agenda and keep minutes of those meetings.

Stormwater Asset Data Collection for the Projects Selected in Phase 1

Stormwater asset data collection for the selected projects will be through existing and readily available public records; through data from any on-going projects, and through field surveys to fulfill any missing gap in the available data including:

1. Pertinent information for the stormwater structures such as location, type of structure, rim elevation, pipe information (size, material and direction) and invert elevations. A single position will be located for each drainage structure (i.e. center of manhole, center of grate, etc.). The horizontal positions will be located by RTK GPS or conventional methods. The rim and invert elevations will be based on a closed level runs based on published benchmarks. A picture will be taken of each structure. The survey information for each drainage structure will be placed into a GIS database showing the drainage network.
2. Electrical controls elevations at lift stations and pump stations where such information is not readily available.
3. First floor building elevation if and where readily available.
4. Information to develop concept level designs for flood abatement projects including raising City streets where required.

Deliverables

1. Updated GIS Database
2. CD of modeling data and results
3. Stormwater Report Plan that includes alternative analysis of projects to correct flooding and water quality issues and CIP Budget for planning purposes

Schedule

While CPWG's Project Manager and City Staff will determine a mutually agreeable schedule, it is expected that the work will require about 26 calendar weeks to complete.



Compensation

Compensation for this Scope of Work will be on a lump sum basis, in the amount of \$158,446 as shown in Exhibit B. Please note that the \$20,880 fee for stormwater asset data collection through field surveys is based on detailed data collection of only about 40 structures. Depending on the number and location of the projects that are agreed upon with the City at the end of Phase 1, that portion of the fee may have to be adjusted.

CPWG will invoice the City on a monthly basis based upon CPWG's percent complete, as determined by CPWG at the time of billing.

AT THE READY

3918 N. Highland Avenue, Tampa, FL 33603

P: 813-361-2644 F: 813-223-2469

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

Issue Considered: Request approval to renew the existing Continuing Engineering Service Contracts with Kimley-Horn and Associates, Inc., Cardno, Inc., Cribb Philbeck Weaver Group, George, F. Young, Inc., Genesis Halff, Inc., and Stanley Consultants, Inc. for one year from their respective expiration dates.

Date: December 10, 2019

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: The City entered into six continuing engineering service contracts in January 2017. These contracts, which had initial terms of three years, are set to expire in January 2020, but contain up to two one-year renewals. The City is satisfied with the work of each of the above consultants and is ready to renew each of these contracts for one additional year from each of their expiration dates.

Requested Motion: “I move to renew the existing Continuing Engineering Service Contracts with Kimley-Horn and Associates, Inc., Cardno, Inc., Cribb Philbeck Weaver Group, George, F. Young, Inc., Genesis Halff, Inc., and Stanley Consultants, Inc. for one year from their respective expiration dates.”

Attachment: Cardno, Inc. Renewal Letter
CPWG Renewal Letter
George F. Young, Inc. Renewal Letter
Genesis Halff, Inc. Renewal Letter
Kimley-Horn and Associates, Inc. Renewal Letter
Stanley Consultants, Inc. Renewal Letter

**Reviewed by the
City Manager:**

AR



Douglas Stoker
Business Unit Leader
Cardno, Inc.

In accordance with paragraph 5.3 of the Continuing Contract for Professional Design Services between the City of St. Pete Beach and Cardno, Inc., dated January 13, 2017 the contract is extended for an additional year with effective dates of January 13, 2020 to January 13, 2021.

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

Cardno, Inc.:

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Approved as to Form:

Attest:

Andrew Dickman
City Attorney

Rebecca C. Haynes
City Clerk



Sheila Tarte
President
Cribb Philbeck Weaver Group, Inc.

In accordance with paragraph 5.3 of the Continuing Contract for Professional Design Services between the City of St. Pete Beach and Cribb Philbeck Weaver Group, Inc., dated January 12, 2017 the contract is extended for an additional year with effective dates of January 12, 2020 to January 12, 2021.

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

Cribb Philbeck Weaver Group, Inc.:

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Approved as to Form:

Attest:

Andrew Dickman
City Attorney

Rebecca C. Haynes
City Clerk



Gerald Dabkowski
Sr. Vice President
George F. Young, Inc.

In accordance with paragraph 5.3 of the Continuing Contract for Professional Design Services between the City of St. Pete Beach and George F. Young, Inc., dated January 17, 2017 the contract is extended for an additional year with effective dates of January 17, 2020 to January 17, 2021.

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

George F. Young, Inc.:

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Approved as to Form:

Attest:

Andrew Dickman
City Attorney

Rebecca C. Haynes
City Clerk



Bruce T. Kaschyk
Sr. Vice President
Genesis Halff, Inc.

In accordance with paragraph 5.3 of the Continuing Contract for Professional Design Services between the City of St. Pete Beach and Genesis Halff, Inc., dated January 13, 2017 the contract is extended for an additional year with effective dates of January 13, 2020 to January 13, 2021.

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

Genesis Halff, Inc.:

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Approved as to Form:

Attest:

Andrew Dickman
City Attorney

Rebecca C. Haynes
City Clerk



Wayne E White
Associate
Kimley-Horn and Associates, Inc.

In accordance with paragraph 5.3 of the Continuing Contract for Professional Design Services between the City of St. Pete Beach and Kimley-Horn and Associates, Inc., dated January 27, 2017 the contract is extended for an additional year with effective dates of January 27, 2020 to January 27, 2021.

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

Kimley-Horn and Associates, Inc.:

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Approved as to Form:

Attest:

Andrew Dickman
City Attorney

Rebecca C. Haynes
City Clerk



John P. Downes
Vice President
Stanley Consultants, Inc.

In accordance with paragraph 5.3 of the Continuing Contract for Professional Design Services between the City of St. Pete Beach and Stanley Consultants, Inc., dated February 17, 2017 the contract is extended for an additional year with effective dates of February 17, 2020 to February 17, 2021.

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

Stanley Consultants, Inc.:

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Approved as to Form:

Attest:

Andrew Dickman
City Attorney

Rebecca C. Haynes
City Clerk

St. Pete Beach City Commission Agenda Report

Issue Considered:	Resolution 2019-13: A Resolution of the City of St. Pete Beach authorizing the City Manager to apply for, and if awarded, execute a City Commission approved Agreement with Forward Pinellas for the Forward Pinellas Complete Streets Concept Planning Project Grant in an amount not to exceed \$100K to assist in funding the Boca Ciega/Gulf Winds Drive Complete Streets Reconstruction Project.
Date:	December 10, 2019
Prepared By:	Michelle Gonzalez, Transportation and Parking Director
Through:	Alex Rey, City Manager
Summary of Issue:	The Forward Pinellas Complete Streets Program is providing funding up to \$100,000 in Fiscal Year 2020 to assist local municipalities to develop complete streets concept plans for projects that will bring about transformative change and create roadways that are designed, operated and maintained for all users, regardless of age or ability, based on the context of the roadway and its surrounding area. The Forward Pinellas Complete Streets Grant Program will assist the City of St. Pete Beach with funding to develop complete streets concept plans for the Boca Ciega/Gulf Winds Drive Corridor from 87th Avenue to Gulf Boulevard. The goal of this phase of the project is to develop complete streets concept plans that align with the community's vision and character of the roadway to help guide the future design and construction phases of the Boca Ciega Drive Complete Streets Reconstruction Project. This project is included in the City's FY 2020-2024 Capital Improvement Program. The City is requesting \$70K in concept plan funding from Forward Pinellas and will be providing a \$30K match, totaling a project cost of \$100K for the concept planning phase.
Funding:	FY 2020-FY 2024 Capital Improvement Plan-Street Maintenance: Boca Ciega Drive and Gulf Winds Drive Complete Streets Reconstruction
Requested Motion:	"I move to approve Resolution 2019-13 authorizing the City Manager to apply for The Forward Pinellas Complete Streets Concept Planning Project Grant in an amount not to exceed

\$100K to assist in funding the Boca Ciega/Gulf Winds Drive Complete Streets Reconstruction Project", and to execute an agreement approved by the City Commission, if awarded, for the Grant.

Attachment: Resolution 2019-13

**Reviewed by the
City Manager:**

AR

RESOLUTION 2019-13

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY FOR THE FORWARD PINELLAS COMPLETE STREETS CONCEPT PLANNING PROJECT GRANT IN AN AMOUNT NOT TO EXCEED \$100,000.00, AND IF AWARDED TO EXECUTE AN AGREEMENT APPROVED BY THE CITY COMMISSION WITH FORWARD PINELLAS TO ASSIST IN FUNDING THE BOCA CIEGA/GULF WINDS DRIVE COMPLETE STREETS RECONSTRUCTION PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach (“City”) would like to receive assistance from The Forward Pinellas Complete Streets Program to assist in funding the Boca Ciega/Gulf Winds Drive Complete Streets Reconstruction Project (“Project”); and

WHEREAS, The Forward Pinellas Complete Streets Program is providing funding up to \$100,000.00 in Fiscal Year 2020 to assist local municipalities to develop complete streets concept plans for projects that will bring about transformative change and create roadways that are designed, operated and maintained for all users, regardless of age or ability, based on the context of the roadway and its surrounding area; and

WHEREAS, The Forward Pinellas Complete Streets Program will assist the City with funding to develop complete streets concept plans for the Boca Ciega/Gulf Winds Drive Corridor from 87th Avenue to Gulf Boulevard; and

WHEREAS, the goal of the City for this phase of the Project is to develop complete streets concept plans that align with the community’s vision and character of the roadway to help guide the future design and construction phases of the Project; and

WHEREAS, the Project will be included in the City’s Fiscal Year 2020-2024 Capital Improvement Program; and

WHEREAS, the City is requesting \$70,000.00 in concept plan funding from Forward Pinellas and will be providing a \$30,000.00 match for a total Project cost of \$100,000.00.

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

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

SECTION 2. The City Commission hereby authorizes the City Manager to apply for the Forward Pinellas Complete Streets Concept Planning Project Grant in an amount not to exceed \$100,000.00 to assist in funding the Boca Ciega/Gulf Winds Drive Complete Streets Reconstruction Project, and to execute the associated agreement approved by the City Commission.

SECTION 3. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2019.

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

Alan Johnson, Mayor

ATTEST:

Rebecca C. Haynes, City Clerk

APPROVED AS TO FORM:

Andrew Dickman, City Attorney

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

Issue Considered: Request to approve fireworks proposal and negotiate and enter into an agreement with Pyrotecnico for the 4th of July fireworks in the amount of \$25,788.00.

Date: December 10, 2019

Prepared By: Jennifer McMahon, Parks and Recreation Director

Through: Alex Rey, City Manager

Summary of Issue: The City received only one fireworks proposal for this year's 4th of July fireworks display. The company we used last year, Creative Pyrotecnico, is no longer in business. We also reached out to another reputable company Zambelli but did not receive a proposal. Both the Parks and Recreation Director and Fire Marshal have worked with Pyrotecnico over the years feel very comfortable working with them. They were the company we used for many years before moving to Creative Pyrotecnico a few years ago. This year's fireworks are planned to be shot off a barge as they were last year with support from community sponsorships and donations.

Funding: This item is budgeted in account #001-6106-572-5550

Requested Motion: "I move to approve fireworks proposal and negotiate and enter into an agreement with Pyrotecnico for the 4th of July fireworks in the amount of \$25,788.00.

Attachments: Proposal

**Reviewed by
City Manager:** AR



PYROTECNICO™
VITALE FAMILY FIREWORKS • 1889

**City of St. Pete Beach
July 4, 2020 Fireworks Proposal**

**Proposal Prepared by: Michael Simmons
msimmons@pyrotecnico.com**





Jennifer McMahon
Recreation Director
City of St Pete Beach

November 12, 2019

RE: City of St Pete Beach, Annual Fourth of July Fireworks Display

I would like to thank you for the opportunity to provide you with a proposal for the City of St Pete Beach's July 4, 2020 Fireworks Display. Pyrotecnico defines its purpose as to create "Ooh's and Aah's." This is done through tireless dedication, a passion for the industry, and insuring that safety is our top priority.

Lead by a strong upper management team consisting of a family business owner and president who is 4th generation, a COO with over 20 years' experience, a creative director who is also family, and two sales managers focused on customer service, Pyrotecnico is dedicated to delivering only the best productions to the City of St Pete Beach.

Included in our proposal you will find a list of names of those employees that will work in some way on this show, whether it's on show site or behind the scenes. Pyrotecnico employs thousands of technicians and produces approximately 3,000 shows annually. Please note that all technicians are approved by the ATF and have passed Pyrotecnico's certification course which all technicians are required to attend annually.

Thank you again for this opportunity to work with the City of St Pete Beach, Recreation Department.

Respectfully,

Michael Simmons
Show Producer
Pyrotecnico Fireworks, Inc.
(941) 232-2114
msimmons@pyrotecnico.com



OUR CORE VALUES



We produce each show with tireless dedication. We treat each employee, supplier, and regulator with respect. Individual and team initiative drives our company. Imaginative people are the core of our success. Insuring safety is our top priority. Great performances are our passion.

WHAT THIS MEANS FOR YOUR EVENT

You have a vision for your event and Pyrotecnico will work tirelessly to design a spectacular display to match that vision. Our staff has an unrivaled passion for what we do and that results in superior customer service, advanced display designs, and safe certified/licensed pyrotechnicians for your event.





LOGISTICS PROWESS

Outside of the 600 shows we perform over the July 4 holiday week, Pyrotecnico produces an average of 45-50 shows per week around the country. At this velocity, operating at top logistical efficiency is a must. Pyrotecnico's storage and transportation network is second to none in our industry. Additionally, 70% of our productions include materials that require us to follow strict DOT procedures during transport. Under this oversight, there is zero tolerance for poor inventory control. As a result, our customers can rest assured that their products will arrive fresh, in the correct quantities, and at the right time.

BUYING POWER

Not only does producing 3,000 shows each year require the highest in operating and inventory management efficiency, it also affords Pyrotecnico tremendous buying power with our core suppliers. Buying the quantities of pyrotechnic products and special effects consumables (fluids, paper goods, supplies, etc.) that we do in our normal course of business enables Pyrotecnico to negotiate vendor contracts that are more favorable than our competitors in all aspects of the agreement. We can then pass these efficiencies along to our customers. It's a win/win for everyone.



Pyrotecnico is a turn-key fireworks, laser, and special effects company. A recognized industry leader, we consistently strive to raise the bar with every production using the most innovative technology available. Large-scale, multi-media show integration is our specialty and we push the edge of the entertainment envelope with our digital pyrotechnic firing systems, our state-of-the-art lasers, proprietary interactive show controls and, most importantly, our talented people.

Our roots run deep and our experience is second to none. Pyrotecnico was formed over 125 years ago when Constantino Vitale started his fireworks company in Pietramelara, Italy. He immigrated to the United States in 1920 through Ellis Island, making a home for his family and company in New Castle, Pennsylvania – a small town between Pittsburgh and Cleveland that would become known as "The Fireworks Capital of America."

At the turn of the century, the company was one of the largest fireworks companies in America. Five different generations of the Vitale family have continued to grow Constantino's company by training new staff in the old family ways, selecting the best products from global suppliers, and seeking out the most creative visual effects available to delight more and more audiences every year.

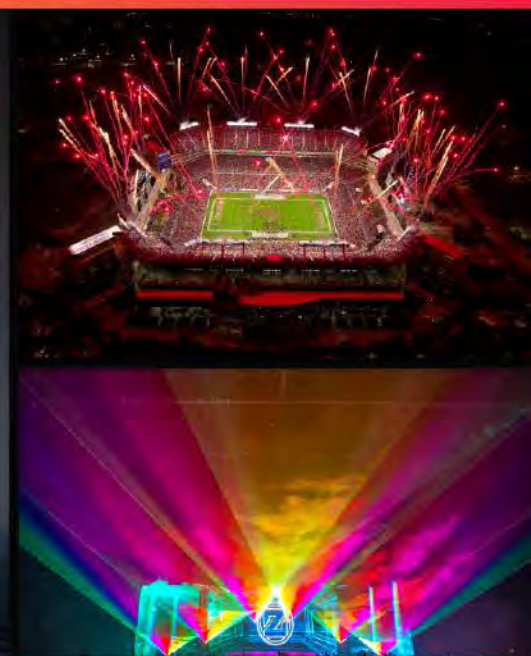
The company has since expanded to include an array of special effects such as lasers, pyrotechnics, cryogenics, fog, flames, confetti, and streamers. We have worked hard to become the leading innovators in these categories and we pride ourselves on our groundbreaking technologies, including audience-scanning lasers and interactive crowd controls to involve the viewer in the performance. We will truly make your dreams a reality with our unrivaled access to the best products, skills, and collective experience.

Company Information:

- 90 Full-Time Employees
- Formed in 1889
- Headquartered in New Castle, PA
- Regional Office in Tampa, FL
- Annual Sales of \$26.8 Million



YOUR EVENT TEAM



Stephen Vitale - President & CEO - svitale@pyrotecnico.com

As the President and CEO of Pyrotecnico, Stephen provides the leadership for all of our employees and creates the philosophy by which we excel. Stephen has 30 years of experience in the fireworks and special effects industries.

Bob Ross - Chief Operating Officer - bross@pyrotecnico.com

With 22 years of experience, Bob oversees the day to day operations and communications, while managing all of the distribution points and facilities in Pyrotecnico's nationwide network.

Rocco Vitale - Creative Director & Show Designer - rvitale@pyrotecnico.com

Rocco designs all shows and creative aspects of FX productions. Rocco has been in the business for 15 years.

Mark DeVincentis - Chief Financial Officer - mdevincentis@pyrotecnico.com

Mark oversees Pyrotecnico's finance department, and handles Pyrotecnico's daily finances, insurance, and billing.

Chris Liberatore - Vice President Sales - cliberatore@pyrotecnico.com

Chris supervises the servicing of client accounts, ensuring that you are completely satisfied with our service and your crowd will experience the best show they have ever seen.

Michael Simmons - Show Producer - msimmons@pyrotecnico.com

With 30 + years experience, Mike develops and services client accounts, making sure that all aspects of your program are accomplished in a timely manner. He is your primary point of contact from concept through completion.

Katherine Thomas - Permit Coordinator - kthomas@pyrotecnico.com

Katherine aids Mike in obtaining all permits necessary for your event and making sure every detail of the preparation process has been addressed.



PROPOSAL



Client: City of St Pete Beach
Jennifer McMahon
Recreation Director

Event Date: July 4, 2020

Rain Date: TBD

Budget & Duration: 20 - 22 minute, High Impact, Water Based Display - \$25,788

*Barge to be provided by the City

*All permit, fire watch and marine patrol fees to be waived by the City

This Presentation Includes:

- Pyrotecnico will secure all needed permits (unless otherwise specified by the local jurisdiction) and organize plans directly with Fire and Safety Authorities.
- Our trained technicians to produce the display.
- All transportation and delivery costs. Transportation provided by our commercially licensed drivers.
- All necessary safety precautions to provide a safe and spectacular display, assistance with local and state firework display permits.
- Highly choreographed display design.
- The widest variety of top quality shell and special effects from around the globe that includes our own American products





City of St Pete Beach

July 4, 2020

Product Listing

Opening Presentation

The Opening Presentation will start your display off "with a bang." A "mini-finale" will excite the crowd and get them energized for a great show.

- 40 3 inch Assorted Chrysanthemum and Peony Finale Shells
- 20 3 inch Titanium Salutes (loud thundering booms)
- 18 4 inch Assorted Brocade Shells

78 Total Opening Shells

Body

The majority of your display will be fired during the Body presentation. It will have a balanced pace with constant action. Radiant color combinations like Violet & Lemon, Aqua & Pink, and the always treasured Red, White, & Blue. Amazing effects such as Crossette, Twitter Glittering, Rings, and Color Changing Chrysanthemums will be mixed in to illuminate your skies!

- 72 3 inch Assorted Aerial Display Shells (fired in pairs)
- 252 4 inch Assorted Aerial Display Shells (fired in groups of 1, 2 and 3 shells)
- 90 5 inch Assorted Aerial Display Shells
- 63 6 inch Assorted Aerial Display Shells
- 5 8 inch Assorted Aerial Display Shells

- 10 49 Shot Assorted Angled Barrages (490 Shots)

972 Total Body Shells and Barrage Shots



City of St Pete Beach
July 4, 2020
Product Listing - Continued

Your Grand Finale Presentation

The Grand Finale Presentation is the ultimate crowd pleaser and most exhilarating part of your display. When the sky erupts with Multi-Color Peonies and Thunderous Salutes, there is no better visual experience. They will end your event in style and leave the audience wanting more!

- 200 3 inch Assorted Chrysanthemum, Peony and Brocade Finale Shells
- 100 3 inch Titanium Salutes (loud thundering booms)
- 72 4 inch Assorted Brocade Chrysanthemum Finale Shells
- 20 5 inch Assorted Finale Shells
- 1 8 inch Long Duration Kamuro Chrysanthemum

- 393 Total Finale Shells



DISPLAY RECAP



TOTAL SHELLS

SEGMENT	1.5"-2.5"	3"	4"	5"	6"	8"	TOTAL
Opening Finale		60	18				78
Main Display (Body)	490	72	252	90	63	5	972
Grand Finale		300	72	20		1	393
TOTAL SHELLS	490	432	342	110	63	6	1,443

SHOW TIMING

SEGMENT	MINUTES PER SEGMENT	SHELLS PER MINUTE	DEAD AIR TIME (MINUTES)
Opening Finale	00:20	234	0
Main Display (Body)	20:00	48	0
Grand Finale	1:00	393	0
TOTALS	~ 21:20		0

Barge to be provided by City.

All Permit Fees, Fire Watch Fees and Marine Patrol Security Fees to be waived by the City.

Shell Types and Descriptions

Listed below is a very small sample of the types of shells Pyrotecnico has in its extensive international inventory and we will pull the quantities listed in our proposal for each caliber size listed. Countries of Manufacture include, China, Spain, Italy, USA, Japan and Germany.

Multi -Color Star Shells –

Glittering Green Chrysanthemum, Red Peony with Blue Pistil, Gold Peony, Shells, Magenta Wave, Blue Peony with Palm Pistil, Purple and Twitter Glitter, Flower Wave with Purple Pistil, Green Peony with, Green Tail, Multi Color Pastel Peony, Yellow & White Peony, Glittering Red Chrysanthemum, Blue Peony with Magenta Pistil, Flower Wave to Blue with Green Pistil, Gold Silk Chrysanthemum, Sea Blue Peony with Sea Blue Tail, Purple Peony with Palm Tree Tail, Dahlia Crackling, Dahlia Multi with Silver Tail.

Fancy and Color Changing Shells –

Gold Glitter to Blue with Blue Center Peony, Gold Wave to Red to Green to Purple Chrysanthemum, Gamboge Red to Blue to Silver Chrysanthemum with Green Pistil, Gamboge Purple to Crackling, Crackling Lemon to Crackling Pistil, Blue to Green to Red Peony with Twinkling Pistil, 1000's of Magic to Purple, Silver Peony to Colorful Shell of Shells, Crown Flower with Purple Pistil, Gold Wave with Purple Swimming Stars, Multi Color Pastel Umbrella, Red Peony with Time Rain Coconut Pistil, Silver Cascade to Red, White, and Blue Color Change, Crossette Willow to Red, Falling Leaves Multi Color, Rainbow.

Special Effect Shells –

Saturn with Ring, Nishiki Kamuro, Red Sun, Crown Brocade, Pixie Dust Willow with Stained Glass Crackling Pistil, Stutada Red, Stutada White Spangle, Artillery Shell of Shells, Bi Break Multi Color Palms Kamuro with Violet, Jellyfish Blue Giant, Kamuro Gold Brocade, Mosaic Kamuro Crackling, Nautical Sea Green, Nautical Blue to Silver Strobe, Nautical Silver Glittering to Red, Domestic Draw-Out, 9 Time Report, Ghost White, Sweeper Blue Shell, Waterfall Orange Glitter, Waterfall Gold to Silver, Willow Twinkling, Serpents, Whistle, Fish, Tourbillions, Willow White Strobe with White Tail Center, White Spangle Red Tip Rays Blue Center with Trunk, Mosaic Blue, Waterfall Willow Happy Star.

Pattern Shells –

Smiley Face, Double Red Heart, Five Pointed Star, Rings of Red, Blue Serpents with Reports, Ring Double Farfalles with Gold Glitter Blue Tip, Ring Blue Crossette, Cube, Straw Hat, Bowtie Ring, Heart Red Strobing, Ring Double Crossette, Strawberry, Sunflower with Tail, Ring Red with Titanium Salute.

References

1. City of Fort Lauderdale
Debbie Bylica
dbylica@fortlauderdale.gov
954.683.3357
\$93,700.00 4th of July (2009-2018)
\$5,000.00 New Year's Eve (2010-2018)
2009 – Present

2. City of Clearwater
Kris Koch
Kris.koch@myclearwater.com
727.562.4839
\$50,000.00 4th of July (2012-2018)
5- \$5,000.00 off dates shows annually
2012 – Present

3. City of Cape Coral
Todd King
tking@capecoral.net
239.707.6241
\$42,000.00 4th of July (2014-Present)
\$20,000.00 November Coconut Festival (2008-Present)

4. City of Hollywood
Tony Bridges
tbridges@hollywoodfl.org
954.921.3404
\$80,000 4th of July Barge Display (2010-2018)

Additional References available upon request.

*This is list confidential and should not be released without Pyrotecnico's permission.



Safety and Protection Protocols

Pyrotecnico adheres to all safety regulations required by NFPA 1123. In addition, Pyrotecnico policy is to maintain an 100ft per inch fallout area when possible for maximum audience safety.

Pyrotecnico maintains a 100ft load in fallout radius upon product arrival per NFPA 1123. Pyrotecnico's fallout area is increased to 100ft per inch, fallout radius prior to the display, and maintained until the area is swept following the display. During this time, audience members will not be permitted anywhere near the shoot site. In addition, Pyrotecnico will have spotters with fire extinguishers in hand during the display surrounding the main shoot site. Additional security will be required if Pyrotecnico crew members have any safety concerns.

All Pyrotecnico technicians have the necessary certifications to produce displays in the state of Florida, and have attended the necessary pyro technician seminars to remain up to date on current safety regulations and technology.

Pyrotecnico supplies a back-up console in the event of a primary console failure to prevent any delays of the display. All displays are electrically fired to prevent potential accidents associated with hand firing a display.

We take pride in our ability to “layer” the sky with vivid surprises at varying heights and widths, painting the entire sky into beautiful scenes of color. Your show will be unique and precise, with a timeline that will include an opening mini-finale of bursts to kick off the display, followed by a body filled with unique scenes and special effect barrages, and concluding with a grand finale that will light up the sky like nothing your audience has ever seen!



- *Maximum shell heights will vary for each individual display.
- On average, shells will reach 100' of elevation for every inch in shell diameter.
(Example: 2" shells will reach approximately 200' in elevation.)



AMPLIFYING EXCITEMENT SINCE 1889

UNMATCHED INNOVATION

Imaginative people are the core of our success, and our creative team is constantly raising the bar and scouring the globe for new technologies. You can rest assured that your display will be innovative and unforgettable in every aspect.

AWARD-WINNING DISPLAY DESIGN

Our creative team has won many international awards for our unique choreography and impeccable synchronicity, including the coveted Gold Jupiter award among others.

EXCEPTIONAL TEAM

Our exceptional team will ensure that every aspect of your show is completely taken care of from permitting and safety regulations to show execution and clean up, so you can sit back and enjoy the time leading up to your exciting event. We will have the details under control every step of the way.

125 YEARS EXPERIENCE

We are bringing 125 years of experience to the table, giving us the knowledge and ability to use the absolute best technology, techniques, and the most innovative products with the utmost safety. We have lived and breathed fireworks and special effects for 125 years, and we will see your show through from concept to clean up.





Show Operations:

Chris Reitano, Florida Operations, has 13 years' experience and has physically overseen the onsite operation thousands of displays in the State of Florida. Chris will oversee onsite logistics of the City's show as long as Pyrotecnico manages the account. Chris also oversees the day to day operations and ensure all shows are assigned assistant technicians and receive all the appropriate equipment and products. All technicians are required to attend Pyrotecnico's annual training program.

APA Membership:

Pyrotecnico has been a member of the APA for over 50 years. CEO of Pyrotecnico, Stephen Vitale, served as President of APA from 2013-2014, and has been a board member for the past 8 years. Stephen was also the chairman of the public display committee for 4 years.

Acknowledgements:

GlobalFest's Trico Homes International Fireworks Festival - First Place Winner
GlobalFest's Trico Homes International Fireworks Festival - People's Choice Winner
L'International Des Feux Loto Quebec - Gold Jupiter Winner
World Cricket Championships - Antigua
Chinese New Year Celebration - Guangzhou, China
1939 World Fair - New York City, NY

USDOT Hazardous Materials Registration Number - 032414700001W

A copy of our USDOT permit is included on all Bill of Lading forms and transportation documents, of which can be provided to the City per show as requested.

Local Coverage and Facility:

Displays produced for the City of St Pete Beach, would be serviced from our Tampa Facility located at 30545 Commerce Drive, San Antonio, Florida 33576. Our magazine is located in a secured location around 15 minutes from the warehouse.

All fireworks are stored according to ATF and NFPA guidelines and regulations. Pyrotecnico has not had any previous material violations - federal, state, or local.

Product is never left unattended once our truck departs the magazine. In instances where product arrives prior to day-of, overnight security will be hired to secure our product and load in area. Crew will be responsible for securing the product and load in area during all other hours.



THANK YOU

Thank you for the time and consideration that you have given us.

We recognize that your standards of excellence must be matched by the vendors that you select for any event. We are honored to have this opportunity to accomplish something spectacular for the City of St Pete Beach, and will strive to exceed expectations.

Pyrotecnico will work tirelessly throughout this process to ensure that every element of the program runs smoothly. From permitting and license paperwork, to design and choreography, to the safe operation of your display, we endeavor to provide peace-of-mind throughout our partnership.

Thank you again and we look forward to hearing from you very soon.

Mike Simmons | Show Producer
941. 232. 2114 (Cell)



800.854.4705 • WWW.PYROTECNICO.COM



In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF
Correspondence To
ATF - Chief, FELC
244 Needy Road
Martinsburg, WV 25405-9431

License/Permit
Number
8-PA-073-23-1J-12122

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date
September 1, 2021

Name
Christopher R. Reers
PYROTECNICO

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**299 WILSON RD
NEW CASTLE, PA 16101-**

Type of License or Permit

23-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transfer of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

**PYROTECNICO FIREWORKS INC
PYROTECNICO
PO BOX 149
NEW CASTLE, PA 16103-0149**

Licensee/Permittee Responsible Person Signature

Stephen J. Vitale

Printed Name

Position Title

President/CEO
Feb. 7, 2019

Date

Previous Edition is Obsolete

PYROTECNICO FIREWORKS INC 299 WILSON RD 16101 8-PA-073-23-1J-12122 September 1, 2021 23-IMPORTER OF EXPLOSIVES

ATF Form 5400.14-5400.15 Part 1
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **PYROTECNICO FIREWORKS INC**

Business Name: **PYROTECNICO**

License/Permit Number: **8-PA-073-23-1J-12122**

License/Permit Type: **23-IMPORTER OF EXPLOSIVES**

Expiration: **September 1, 2021**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/4/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114		CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 E-MAIL ADDRESS: info@brittongallagher.com FAX (A/C, No): 216-658-7101	
INSURED Pyrotecnico Fireworks Inc. P.O. Box 149 299 Wilson Road New Castle PA 16103		INSURER(S) AFFORDING COVERAGE INSURER A: Everest Indemnity Insurance Co. NAIC # 10851 INSURER B: Everest National Insurance Company 10120 INSURER C: Maxum Indemnity Company 26743 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2135754239

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC			SI8ML00891-191	1/14/2019	1/14/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			SI8CA00141-191	1/14/2019	1/14/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			EXC6030375	1/14/2019	1/14/2020	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Liability #2			EXC6034019	1/14/2019	1/14/2020	Each Occurrence \$5,000,000 Aggregate \$5,000,000 Total Excess Limits \$9,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

CERTIFICATE HOLDER

CANCELLATION

Proof of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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

Issue Considered: Request approval to purchase library circulation materials from Baker and Taylor, Inc., in the estimated amount of \$36,000, utilizing State of Florida contract no. 55101500-ACS-17-1.

Date: December 10, 2019

Prepared By: Betcinda Kettells, Library Director

Through: Vincent Tenaglia, Assistant City Manager

Summary of Issue: The fiscal year (FY) 2020 budget includes funding for the purchase of print materials at the library. Staff is requesting authorization to purchase books throughout the year on an as-needed basis, utilizing a previously executed bid awarded to Baker and Taylor, Inc. by the State of Florida.

Staff has evaluated Baker and Taylor against other service providers, including Amazon and Brodart, and recommends Baker and Taylor due to the vendor's highly responsive ordering platform and competitive pricing. The City has a long-standing relationship with Baker and Taylor, with cataloging systems already in place.

Materials discounted off retail pricing through the State of Florida contract include adult and juvenile hardcover fiction and non-fiction titles, reinforced bindings on selected juvenile titles, and adult non-fiction paperback titles.

This budget line item includes other vendors and materials including DVD and CD formats, and large print books.

The library will continue to purchase materials at the same pace during the renovation to avoid gaps in our collection and so that library services will experience no disruption.

Funding: The FY 2020 budget includes \$61,900 for circulation materials (account no. 001.5602.571.5660).

Requested Motion: "I move to approve the purchase of library circulation materials from Baker and Taylor, Inc., in the estimated amount of \$36,000, utilizing State of Florida contract no. 55101500-ACS-17-1."

Attachment: State of Florida Contract no. 55101500-ACS-17-1

**Reviewed by the
City Manager:**

AR



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

state purchasing

We serve those who serve Florida

Alternate Contract Source (ACS)

No. 55101500-ACS-17-1

For

Books and Non-Print Library Materials, and Related Ancillary Services

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and Baker & Taylor, LLC (Contractor), collectively referred to herein as the "Parties".

The Department is authorized by subsection 287.042(16), Florida Statutes, "to evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract."

The State of New York competitively procured Books and Non-Print Library Materials, and Related Ancillary Services, and signed contract award number 22868 with the Contractor, attached hereto as Exhibit C (Master Agreement). The Master Agreement is effective June 1, 2015, and terminates on May 31, 2020. Renewal options are available.

The Department evaluated the Master Agreement, and hereby acknowledges that use of the Master Agreement as an alternative source contract is cost-effective and in the best interest of the State.

Accordingly, the Parties agree as follows:

1. Term and Effective Date.

The initial term of this Contract will become effective on June 1, 2017 or on the date the document is signed by all Parties, whichever is later, consistent with the Master Agreement, unless terminated earlier in accordance with the General Contract Conditions.

**Alternate Contract Source
No. 55101500-ACS-17-1
For
Books and Non-Print Library Materials, and Related Ancillary Services**

2. Renewal.

Upon agreement of the Parties, this ACS may be renewed. Renewals must be in writing and are subject to the same terms, conditions, and modifications set forth in this ACS.

3. Modifications or Additions to Master Agreement.

As used in this document, "Contract" and "ACS" (whether or not capitalized) shall, unless the context requires otherwise, mean this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties. Amendments to the Master Agreement will be automatically incorporated into this ACS.

All Exhibits attached or listed below are incorporated in their entirety into, and shall form part of this Contract. Exhibits A and B modify or supplement the terms and conditions of the Master Agreement. The parties agree that these modifications or additions shall apply to actions between the Contractor and the State of Florida (including participating Florida agencies and eligible users). In the event of a conflict, the following order of precedence shall apply:

- a) This ACS and amendments, with the latest issued having priority.
- b) Exhibit A: General Contract Conditions (Florida).
- c) Exhibit B: State of Florida Price Sheet or Special Contract Conditions (Florida).
- d) Exhibit C: Master Agreement.
- e) Exhibit D: Purchase Orders.

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Agreement, such citation or reference shall be replaced by the comparable Florida law or regulation.

4. Purchase Orders.

Upon execution of this Contract, Customers, as defined in Section 1.1 of the General Contract Conditions (Exhibit A), may purchase products and services under this ACS using this State of Florida ACS number 55101500-ACS-17-1. Customers acknowledge and agree to be bound by the terms and conditions of the Master Agreement except as otherwise specified in this Contract and its Exhibits.

Alternate Contract Source
No. 55101500-ACS-17-1
For

Books and Non-Print Library Materials, and Related Ancillary Services

5. Primary Contacts.

Department's Contract Manager:

Jennifer Hyatt
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 488-8366
Email: jennifer.hyatt@dms.myflorida.com

Contractor's Contract Manager:

Lee Ann Queen
Baker & Taylor, LLC
2550 West Tyvola Road – Ste. 300
Charlotte, NC 28217
Telephone: 704-998-3245
E-Mail: bids@baker-taylor.com

6. Warranty of Authority.

Each person signing this document warrants that he or she is duly authorized to do so and to bind the respective party.

7. Entire Agreement of the Parties.

This document and the attached exhibits constitute the ACS and the entire understanding of the parties. Any amendments hereto must be in writing and signed by the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement, which includes the attached and incorporated Exhibits, to be executed by their undersigned officials as duly authorized. This agreement is not valid and binding until signed and dated by the Parties.

CONTRACTOR
Baker & Taylor, LLC

STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES



Lee Ann Queen, Director-Pricing Services

Rosalyn Ingram, State Purchasing Director

7-27-2017

Date:

Date:



Business Operations

Workforce Operations

Agency Administration

Other Programs

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[Books and Non-Print Library Materials, and Related Ancillary Services](#)

Contractors

[Contractors - Baker and Taylor, LLC.](#)

[Contractors - Barnes and Noble Booksellers, Inc.](#)

[Contractors - Baum and Bealieu Associates, Inc.](#)

[Contractors - Brodart Company](#)

[Contractors - Cengage Learning, Inc.](#)

[Contractors - Central Programs Inc. dba Gumdrops Books](#)

[Contractors - Children's Plus, Inc.](#)

[Contractors - Coughlan Companies dba Capstone, Capstone Classroom](#)

[Florida Department of Management Services](#) > [Business Operations](#) > [State Purchasing](#) > [State Contracts and Agreements](#) > [Alternate Contract Source](#) > [Books and Non-Print Library Materials, and Related Ancillary Services](#) > Contractors

Books and Non-Print Library Materials, and Related Ancillary Services 55101500-17-ACS

Contractors

Name	CBE Code	Florida Climate Friendly Preferred Products	Recycled Products	Utilizes Authorized Resellers	Coverage Area
Baker and Taylor, LLC.	A - Non-Minority	No	No	No	Statewide
Barnes and Noble Booksellers, Inc.	A - Non-Minority	No	No	No	Statewide
Baum and Bealieu Associates, Inc.	D - Minority Business, Federal	No	No	No	Statewide
Brodart Company	A - Non-Minority	No	No	No	Statewide
Cengage Learning, Inc.	A - Non-Minority	No	No	No	Statewide
Central Programs Inc. dba Gumdrops	A - Non-Minority	No	No	No	Statewide

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

Issue Considered: Request retroactive approval of Change Order #1 to the 76th Avenue Stormwater outfall repair with Rowland, Inc., in the amount of \$30,295.05.

Date: December 10, 2019

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: On July 9th, 2019, the City authorized Rowland, Inc. to perform a repair to the City's Stormwater outfall that passes through Stan Cidlowski Sr. Park on 76th Avenue in the amount of \$30,175.00. Rowland's effort included uncovering the pipe and making any necessary repairs to prevent future erosion at this location. During construction, Rowland was forced to implement a coffer dam system to prevent the tide from inundating their workspace during the repair. This additional effort is documented in this change order and increased the cost of this repair from \$30,175.00 to \$60,470.05.

Funding: CIP – Conveyance System and Pond Storage Maintenance
301-8000-590-5656

Requested Motion: "I move to approve of Change Order #1 to the 76th Avenue Stormwater outfall repair with Rowland, Inc., in the amount of \$30,295.05."

Attachment: Invoice from Rowland, Inc.

**Reviewed by the
City Manager:** 



ROWLAND JOB #: 17-92
PROJECT: St. Pete Beach
76th Ave. - 30" Stormwater Outfall Repair
COMPLETION DATE: 28-Oct-19

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

Issue Considered: City Clerk Employment Agreement Extension

Date: December 10, 2019

Prepared By: Rebecca C. Haynes, City Clerk

Prepared Through: Alex Rey, City Manager

Summary of Issue: At the November 12, 2019 meeting, the Mayor requested to add contract negotiations for the City Clerk to the next Commission meeting.

The City Clerk has been employed by the City since May 5, 2011. Section 1.1, Terms and Conditions, of the agreement provides for consideration of an annual salary adjustment.

The current employment agreement is attached for review.

Funding: 001-5101-512-5120

Requested Motion: "I move to authorize the Mayor to execute the attached employment agreement and to set the City Clerk's compensation at \$_____, effective October 1, 2019."

Attachments: City Clerk Employment Agreement

**Reviewed by
City Manager:** AR

CITY CLERK EMPLOYMENT AGREEMENT

THIS AGREEMENT (hereinafter "Agreement") is made and entered into on the 14th day of November, 2017, ("Effective Date"), by and between the City of St. Pete Beach, Florida, a Florida municipal corporation, (the "City") and Rebecca C. Haynes, an individual, ("Employee"). Collectively Employee and City shall be referred to as "Parties."

WITNESSETH:

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

WHEREAS, Sec. 4.05 of the City Charter gives the City Commission sole authority to hire, and to discipline or discharge the City Clerk.

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

WHEREAS, Employee has been employed by the City in the capacity of City Clerk since May 16, 2011; and

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

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

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

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

ARTICLE I TERMS AND CONDITIONS - THE CITY

1.0 The City agrees as follows:

1.1 The City will pay and compensate the Employee the sum of \$78,000 (current salary is \$74,160) effective October 1, 2018. Employee's compensation increase, if any, shall be determined by the City Commission yearly, concurrent with the City's

fiscal year, and based upon an annual performance evaluation in accordance with criteria established between the City and Employee. The performance evaluation criteria shall be based upon the description of the City Clerk's responsibilities in the City Charter, City Code, and directives and guidelines established by the City Commission. The City Commission shall review Employee's performance evaluation and determine Employee's compensation increase, if any, no later than September 1st of each year during the term of this Agreement and any subsequent renewal term. The Employee's compensation increase, if any, shall be decided no later than September 30th of each year during the term of this Agreement and any subsequent renewal term.

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

1.3 Upon termination of this Agreement, Employee shall be paid 100% of all unused PTO and holidays. All PTO must be used within twenty-four (24) months of its accrual. Employee may have no more than a maximum accrual of three hundred sixty (360) PTO hours on September 30th of each year.

1.4 To contribute an amount no less than 12% of Employee's salary to Employee's existing 401(a) Account.

1.5 The City agrees to budget and pay for the reasonable professional dues, subscriptions and meetings/conferences to continue the professional development of Employee, including but not limited to International Institute of Municipal Clerks, Florida Association of City Clerks, Pinellas County Municipal Clerks Association, Certified Municipal Clerk designation, Master Municipal Clerk designation, Notary Public license.

ARTICLE II TERMS AND CONDITIONS - CITY CLERK

2.0 The Employee agrees as follows:

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

2.2 In addition to Employee's responsibilities referenced in 2.1 above, Employee agrees to fulfill the duties and responsibilities expressed in the City Charter, City Code, and directives and guidelines established by the City Commission.

2.3 Employee shall fulfill the obligations and responsibilities that are customarily attributed to the position and title of City Clerk and in this Agreement. The Employee warrants that she possesses the requisite skills and background to perform as required hereunder.

2.4 The Employee shall coordinate and administer an adequate plan for the control and supervision of the City Clerk's office and shall serve as a Charter Officer and perform the customary duties of this office. Employee and City Manager shall collaborate regarding appropriate budgeting of the City Clerk's Office; the City Commission shall ensure the Clerk's Office is adequately funded; and Employee shall have day-to-day supervision of all aspects of the Clerk's Office.

2.5 That the position of City Clerk is not and cannot be an hourly-type employment. Hence, the Employee shall do all things necessary and required to be available to the City to attend all public meeting, including but not limited to, workshops, committees, boards and special magistrate hearings, in addition to all other administrative and employment requirements. The City shall provide a Deputy Clerk to assist the City Clerk in the performance of these duties.

ARTICLE III TERM AND TERMINATION

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

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

3.2 In the event the City elects to terminate or not renew this Agreement, prior to the expiration hereof, Employee shall be entitled to receive her then current salary and benefits ("Severance Pay") for thirteen (13) weeks immediately after her termination.

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

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

ARTICLE IV NOTICE

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

CITY: City Commission, City Manager, City Attorney
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

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

ARTICLE V MISCELLANEOUS

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

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

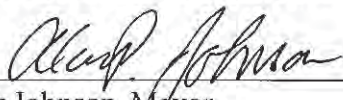
5.2 In connection with any litigation arising out of this Agreement including any administrative, trial level or appellate proceedings, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney fees.

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF ST. PETE BEACH:

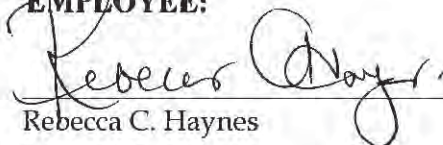


Alan Johnson, Mayor

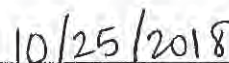


Date

EMPLOYEE:



Rebecca C. Haynes



Date

Approved as to form:



Andrew Dickman, City Attorney

St. Pete Beach City Commission
Agenda Report

Issue Considered: Ordinance 2019-17: Final Reading and Public Hearing. An Ordinance of the City of St. Pete Beach, Florida authorizing the issuance of a bank loan not to exceed \$6,700,000 to fund the Police Officers' Retirement System pension liabilities.

Date: December 10, 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 in present value savings. 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 2019-17 (read title) on final reading."

Attachment: Taxable Pension Obligation Revenue Note RFP
Ordinance 2019-17

Reviewed by the
City Manager:

AR

Ordinance 2019-17

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

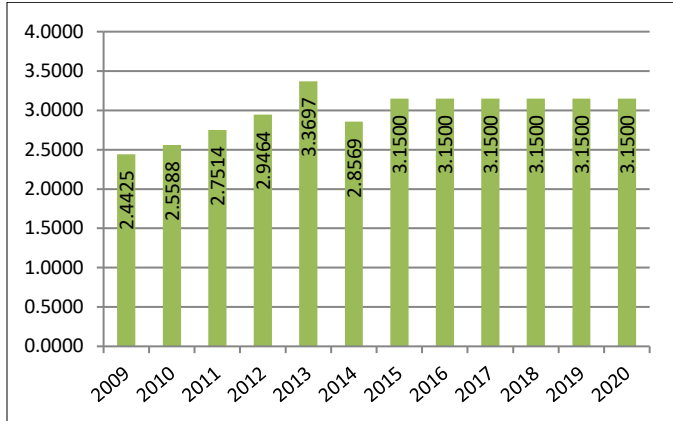
- ✓ 4th ranked beach in U.S. (2019, TripAdvisor)
- ✓ Per capita personal income: \$55,369
- ✓ Aa2 credit rating (Moody's 2015)
- ✓ Highest rate of property value growth in Pinellas County (2019)

CITY DATA:

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

Property Tax Rates Have Remained Constant

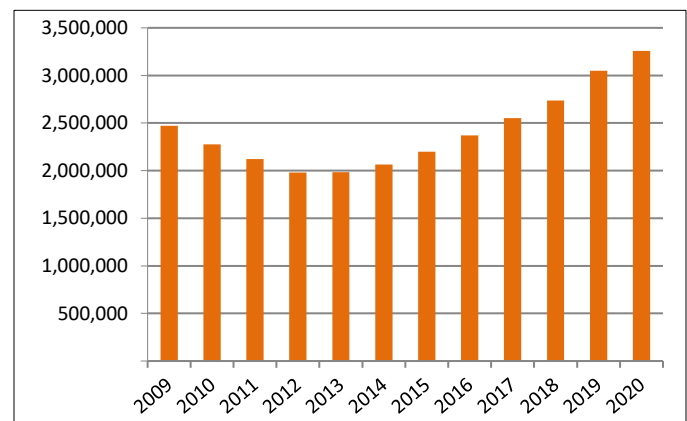
St. Pete Beach Property Tax Rate by Fiscal Year



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

Taxable Values Exceed Pre-Recession Levels

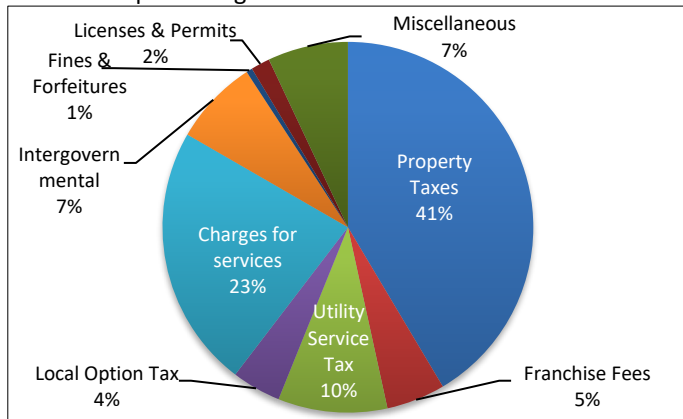
Taxable Values by Calendar Year (Billions)



Source: 2018 CAFR page 100 & 2019 Adopted Budget

Diversified General Fund Revenues

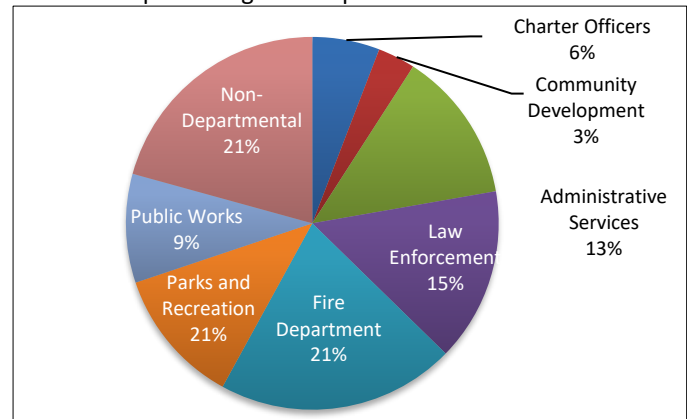
FY2020 Adopted Budget GF Revenue Breakdown*



Source: 2020 Adopted Budget pg 10

General Fund Expenditures

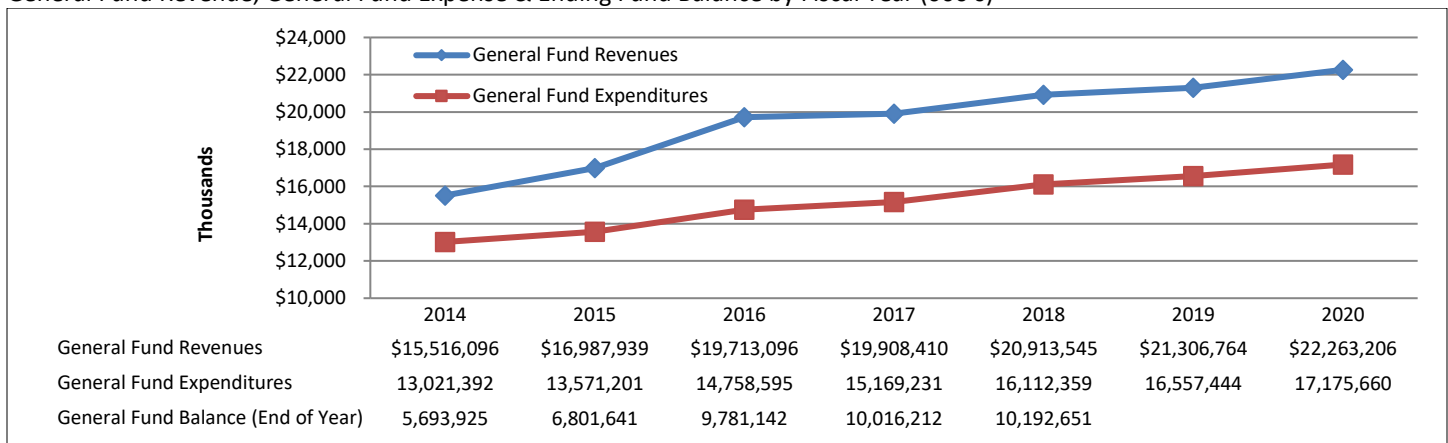
FY2020 Adopted Budget GF Expenditures breakdown*



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. 2019-18: 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: December 10, 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 November 18, 2019, with a unanimous recommendation of approval to the City Commission with amendments as outlined in the attached staff report.

Funding: N/A

Requested Motion: “I move to approve Ordinance No. 2019-18 on final read (read title).”

Attachment: Staff Report
Ordinance 2019-18
Appendix A

**Reviewed by the
City Manager:** AR

ORDINANCE NO. 2019-18

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 and November 18, 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 ~~q~~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 nonvegetative pervious material (for the purposes of this section, stone, shell, gravel, and artificial turf only) ~~stone or gravel~~ be utilized for more than 20 percent of the minimum required pervious area, nor shall such material adversely affect abutting properties, waterways, or the right-of-way. 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, or the granting of an undue and unnecessary hardship variance or practical difficulty variance, 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 Debilus (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)

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.

Scaevola plumieri (Inkberry)

Stachytarpheta jamaicensis (Prone Porterweed)*

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: 11/12/2019

PUBLISHED: 11/29/2019

SECOND READING: 12/10/2019

PUBLIC HEARING: 12/10/2019

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 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 alternatives 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.

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

Issue Considered: Ordinance No. 2019-19: Amending Division 3, Administration of the Land Development Code regarding Nonconforming structures that would allow for ordinary repairs and maintenance.

Date: December 10, 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 November 18, 2019 and unanimously recommended approval as written to the City Commission.

Funding: N/A

Requested Motion: "I move to approve Ordinance No. 2019-19 on final reading (read title)."

Attachment: Staff Report
Ordinance 2019-19

**Reviewed by the
City Manager:** 

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.

ORDINANCE NO. 2019-19

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 and November 18, 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.
- (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

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.

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: 11/12/2019

PUBLISHED: 11/29/2019

SECOND READING: 12/10/2019

PUBLIC HEARING: 12/10/2019

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

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.

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.

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

Issue Considered: Ordinance No. 2019-20: 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: December 10, 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 November 18, 2019 and unanimously recommended approval as written to the City Commission.

Funding: N/A

Requested Motion: “I move to approve Ordinance No. 2019-20 on final reading (read title).”

Attachment: Ordinance 2019-20
Staff Report

Reviewed by the City Manager: AR

ORDINANCE NO. 2019-20

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 and November 18, 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~~ Land Development 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~~ Land Development Code 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~~ substantial competent 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~~ Land Development Code deprives the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the ~~zoning code~~ Land Development 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~~ Land Development 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~~ Land Development 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 Land Development Code in accordance with the following procedure:

1. An application for an de minimis 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 Land Development Code 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 Land Development 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: 11/12/2019

PUBLISHED: 11/29/2019

SECOND READING: 12/10/2019

PUBLIC HEARING: 12/10/2019

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.

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

Issue Considered: Ordinance No. 2019-21: 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: December 10, 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. 2019-21 on final reading (read title).”

Attachment: Ordinance 2019-21
Staff Report

**Reviewed by the
City Manager:**



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.

ORDINANCE NO. 2019-21

**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 and November 18, 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 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 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 the city commission or any appointed board 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 development order.
- (c) When an appeal is filed, all proceedings in furtherance of the action affected by the decision being appealed from shall be stayed, unless city manager 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.
- (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.
- (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.

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.

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: 11/12/2019

PUBLISHED: 11/29/2019

SECOND READING: 12/10/2019

PUBLIC HEARING: 12/10/2019

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 underscoring constitute the amendment proposed. The symbol *** constitutes code sections not shown for purposes of brevity. Remaining provisions are now in effect and remain unchanged.

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

Issue Considered: Ordinance 2019-XX, First Reading and Public Hearing, amending the City of St Pete Beach Code of Ordinances, amending Chapter 22 – Boards, Committees, Commissions, Article IV Recreation Advisory Committee of the City of St. Pete Beach code of ordinances, Sections 22-101, 22-102(a), 22-103(a), 22-104, 22-106, 22-107(a) & (b), 22-108(a), (b), & (e) and 22-109.

Date: December 10, 2019

Prepared By: Jennifer McMahon, Parks and Recreation Director

Through: Alex Rey, City Manger

Summary of Issue: City staff is recommending change to the Recreation Advisory Committee Chapter 22 sections 101-109 to align with the parks division moving with recreation therefore changing the Recreation Advisory Committee to the Parks and Recreation Advisory Committee. Changes to the sections was adding parks when mentioning the committee.

Another change to the ordinance is amending the quarterly committee meeting to bi-annual.

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

Attachments: Ordinance 2019-xx

**Reviewed by
City Manager:**

AR

Ordinance 2019-XX

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING CHAPTER 22 – BOARDS, COMMITTEES, COMMISSIONS, ARTICLE IV RECREATION ADVISORY COMMITTEE OF THE CITY OF ST. PETE BEACH CODE OF ORDINANCES, SECTIONS 22-101, 22-102(a), 22-103(a), 22-104, 22-106, 22-107(a) & (b), 22-108(a), (b), & (e) AND 22-109 CHANGING THE RECREATION ADVISORY COMMITTEE TO INCLUDE PARKS AND CHANGING THE YEARLY MEETING TIME OF THE COMMITTEE; PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach wishes to change the name of the Recreation Advisory Committee to the Parks and Recreation Advisory Committee and to change the yearly meeting time from annually to bi-annually; and

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

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

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

SECTION 2. Chapter 22 – Boards, Committees, Commissions, Article IV – Recreation Advisory Committee of the Code of Ordinances, City of St. Pete Beach, Florida is hereby amended as follows:

ARTICLE IV PARKS AND RECREATION ADVISORY COMMITTEE

Sec. 22-101. - Created.

There is hereby created a permanent committee to be known as the parks and recreation advisory committee.

Sec. 22-102. - Number of members; compensation.

(a) The mayor and each city commissioner shall appoint one regular member to serve on the parks and recreation advisory committee.

Sec. 22-103. - Appointment of members.

(a) The mayor and each city commissioner shall appoint one regular member to serve on the parks and recreation advisory committee.

Sec. 22-104. - Term of office of members.

The terms of office of the members of the parks and recreation advisory committee shall run concurrently with the term of the mayor or commissioner appointing that member.

Sec. 22-106. - Removal from office.

(a) Members of the parks and recreation advisory committee shall serve at the pleasure of the appointing commission member.

(b) Any member who fails to attend three successive regular meetings shall forfeit membership on the parks and recreation advisory committee.

(c) If any member of the parks and recreation advisory committee resigns, or for any other reason ceases to be a member of the committee, the city commission member who appointed such member shall appoint a replacement to serve the remainder of the term.

Sec. 22-107. - Powers and duties generally.

(a) The parks and recreation advisory committee shall have the power to adopt rules and procedures and to conduct regular and special meetings, provided the procedures do not conflict with any requirements of the Charter or this Code.

(b) The parks and recreation advisory committee shall advise on programs, evaluate existing programs, propose new programs and make recommendations to the city staff and/or city commission regarding the following:

Sec. 22-108. - Election of officers; conduct of meetings.

(a) The parks and recreation advisory committee shall meet ~~annually~~ bi-annually, at the first meeting held following the appointment of members, organize by electing a chairman and vice-chairman and such other officers as may be necessary from among its members.

(b) The parks and recreation advisory committee shall meet ~~quarterly~~ bi-annually, with the time and place to be established by majority vote of the regular members. All meetings shall be open to the public.

(c) Special meetings may be called and held upon the request of the chairman, city commission, city manager or his/her designee or by any three members during a properly noticed public meeting.

(d) A quorum for the conduct of business shall not be less than three members.

(e) A majority of committee members present shall be required to make any determination required by the parks and recreation advisory committee.

Sec. 22-109. - Staff participation and responsibilities.

The city shall make available staff to assist the parks and recreation advisory committee in the performance of its duties. Responsibilities will include the recording and transcribing of the minutes of all meetings of the committee. All meetings of the committee shall be open to the public. A public record of the committee's minutes and resolutions shall be maintained and made available for inspection by the public

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

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

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

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

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

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

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

Alan Johnson, Mayor

I, Rebecca C. Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2019.

Rebecca C. Haynes, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

City Attorney
Andrew Dickman, Esq.

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

Issue Considered: Ordinance 2019-xx, amending Division 6 - Supplemental Regulations regarding mobile food establishments and special events and amending Appendix "A" of the Code of Ordinances as it relates to Food Truck Fees and Renewals.

Date: December 10, 2019

Prepared By: Wesley T. Wright, Community Development Director

Through: Alex Rey, City Manager

Summary of Issue: The Planning Board heard the proposed amendments on October 21, 2019, with a unanimous recommendation of approval to the City Commission with amendments as outlined in the attached staff report.

The revised language addresses operations of mobile food establishments to clarify operations of vehicles regarding special events and permit non-customary operations of food trucks on private property at special events taking place in the City's "Downtown Core Districts" of the Community Redevelopment Area (TC-1, TC-2, CC-1 & CC-2).

The Ordinance also provides for an amendment to Appendix "A" in reducing the fee initial fee from \$170.00 to \$85.00 and establishing new fees for Class II and Class III vehicles.

Funding: N/A

Requested Motion: "I move to approve Ordinance No. 2019-xx (read title)."

Attachment: Staff Report
Downtown Redevelopment Area Zoning Districts
Ordinance 2019-xx
Appendix A

**Reviewed by the
City Manager:**



ORDINANCE NO. 2019-XX

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, AMENDING THE LAND DEVELOPMENT CODE, DIVISION 6 – SUPPLEMENTAL REGULATIONS, SECTION 6.25 – MOBILE FOOD ESTABLISHMENT; AND AMENDING APPENDIX “A” OF THE CODE OF ORDINANCES TO REDUCE THE COST OF A MOBILE FOOD ESTABLISHMENT PERMIT, PROVIDING FOR CODIFICATION, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

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

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 6, Sec. 6.25 (Mobile food establishment) shall be amended as follows:

It is a violation to vend any product from a mobile food truck at any location except in compliance with the requirements of this section.

- (a) *Vehicle requirements.* A mobile food truck shall not be used for vending a product unless the vehicle has been designed and constructed specifically for such purpose. The mobile food truck shall be licensed in accordance with the rules and regulations of any local, state and federal agency having jurisdiction over the mobile food truck or products sold therein.
- (b) *Special event permits.* Mobile food trucks may be permitted in public rights-of-way, or on public property, in conjunction with a special event permit as regulated in this section. Operation of mobile food trucks on public property or within public rights-of-way for special events is permitted, subject to approval of the City Commission.
- (bc) *Insurance requirements.*
- (1) *Operating in rights-of-way.* The permittee, owner or operator shall at all times maintain any insurance which the city determines to be necessary, which may include but is not limited to, general liability insurance, commercial automobile liability insurance, worker's compensation insurance, and environmental liability insurance, issued by an insurance company licensed to do business in the State of Florida, in the amounts established by the city which shall be reasonable, based on industry standards and the risk determined to exist. The insurance policy shall be in occurrence form and the City of St. Pete Beach shall be named as an additional insured on the certificate of insurance. The permittee, owner or operator shall furnish the city with a certificate of insurance which shall be accepted by the city only after approval by the city commission. The permittee, owner or operator shall notify the city within three (3) business days of any changes in the insurance coverage. Upon the cancellation or lapse of any policy of insurance as required by this section, the permit shall be immediately revoked unless, prior to the expiration or cancellation date of the insurance policy, another insurance policy meeting all the requirements of the city is obtained and a new certificate of insurance is provided to the city.
 - (2) *Operating in all other locations, not in rights-of-way.* A mobile food truck shall obtain at a minimum, the insurance as required by any local, state or federal laws and regulations.
 - (3) *City issued permit (as defined herein).* In addition to the insurance requirements set forth in this section, a mobile food truck shall obtain any additional insurance which may be required to obtain a city issued permit (as defined herein).
- (ed) *Open flame cooking.* Open flame cooking is prohibited; except that such activity may take place if permitted by the city fire marshal.
- (de) *Noise limitations.* Amplified music shall be prohibited; any other sounds from any mobile food truck shall comply with the noise requirements of the city.

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.

- (ef) *Waste collection.* The operator shall provide a waste receptacle for public use within 100 feet of the truck. The area shall be kept neat and orderly at all times and garbage or trash shall be removed daily.
- (fg) *Improved surface.* Food trucks shall only operate from and be located on an improved surface at least 5 feet off the public right-of-way.
- (gh) *Signage.* All signage must comply with the sign section of the Land Development Code. In no case shall "A-frame" signs be permitted.
- (hi) *Alcohol sales.* Mobile food trucks are prohibited from selling alcoholic beverages, except as may be specifically allowed by a city issued permit in conjunction with a special event.
- (ij) *Business tax receipt.* A mobile food establishment permit is issued concurrent with the business tax receipt (BTR) confirmation. If an applicant is a resident of the City of St. Pete Beach, they will be required to obtain a BTR from the city.
- (jk) *Restroom facility.* ~~Class I~~ Mobile food trucks operating at a site for a duration of more than three (3) hours shall have a written agreement, available upon request by the city, which confirms that employees have access to a flushable restroom within 150 feet of the vending location during the hours of operation.
- (kl) *Grease disposal.* ~~Class I~~ Mobile food trucks shall have a current written agreement for the proper disposal of grease, available upon request by the city.
- (lm) *Location.* The vending of products from a Class I mobile food truck on public rights-of-way shall be prohibited unless in conjunction with a special event permit. The vending of products from a ~~Class I~~ mobile food truck on private lands shall be subject to the following conditions:
 - (1) *Private property.* The vending of products from a ~~Class I~~ mobile food truck on private property, in conjunction with an established business is permitted only as a conditional use in zoning districts of the city as outlined herein.
 - (2) *Vacant property.* Operation of a ~~Class I~~ mobile food truck is prohibited on vacant and unimproved property.
 - (3) *Permission.* A ~~Class I~~ mobile food truck shall have the written permission of the owner of the property on which it is located. Such written permission shall accompany application for the mobile food truck permit.
 - (4) *Frequency.* Except as may be allowed as part of a special event permit, mobile food trucks are permitted on each property, a maximum of no more than three (3) days per calendar week. ~~Class I~~ mobile food trucks may operate at different locations as allowed herein.

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) *Maximum number of mobile food trucks.* No more than two (2) mobile food trucks shall operate on any property at any one (1) time, except as may be allowed by a special event permit.
- (6) *Parking.* Mobile food trucks shall not be required to provide additional parking on the principal business site. If a mobile food truck parks in a principal business required off-street provided space(s), then the principal business shall provide evidence, in the form of a site plan indicating that on-street parking exists within 800 feet of the establishment.
- (7) *Access.* A ~~Glass~~ mobile food truck shall not be placed in any location that impedes the ingress or egress or building entrances or emergency exits.
- (8) *Hours of operation.* ~~Glass~~ mobile food trucks shall be permitted to operate after 7:00 a.m. and before 10 p.m. The request for extended hours must be reviewed and approved by the city subject to the criteria contained in the application.
- (9) *Power.* Power for all ~~Glass~~ mobile food trucks will be evaluated on a case by case basis during the conditional use process but in no case shall a generator be used within 200 feet of a residential district.
- (~~mn~~) *CUP expiration.* The conditional use permit shall automatically expire if the principal business does not hold a valid business tax receipt from the city.

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
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Chapter 118. Planning and Development	
Mobile Food Establishment Permit	170.00
<u>Class I – Mobile kitchens</u>	<u>85.00</u>
<u>Class II – Canteen trucks</u>	<u>35.00</u>
<u>Class III – Ice cream trucks</u>	<u>35.00</u>
Renewal of Mobile Food Permit	85.00
<u>Class I – Mobile kitchens</u>	<u>85.00</u>
<u>Class II – Canteen trucks</u>	<u>35.00</u>
<u>Class III – Ice cream trucks</u>	<u>35.00</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 PLANNING BOARD STAFF REPORT

TO: Planning Board

FROM: Wesley Wright, Community Development Director

DATE: November 18, 2019

SUBJECT: Ordinance No. 2019-xx to amend the Land Development Code, Section 6.25 – Mobile food establishment.

BACKGROUND AND DISCUSSION:

Ordinance No, 2019-xx pertains to Mobile food establishments (mobile food trucks). Language addressing operations of mobile food establishments is being revised to clarify operations of vehicles regarding special events and permit non-customary operations of food trucks on private property at special events taking place in the City's downtown commercial districts.

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.

Community Redevelopment District general redevelopment guidelines, standards and initiatives

- (a) 2. Ensure that a comprehensive redevelopment strategy can be and shall be implemented through land development regulations that maintain the City's

heritage of quality residential living complemented by resort facilities and supported by a tourist-based economy that includes temporary lodging uses, local retail, restaurants and local pubs and bars;

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 1.4

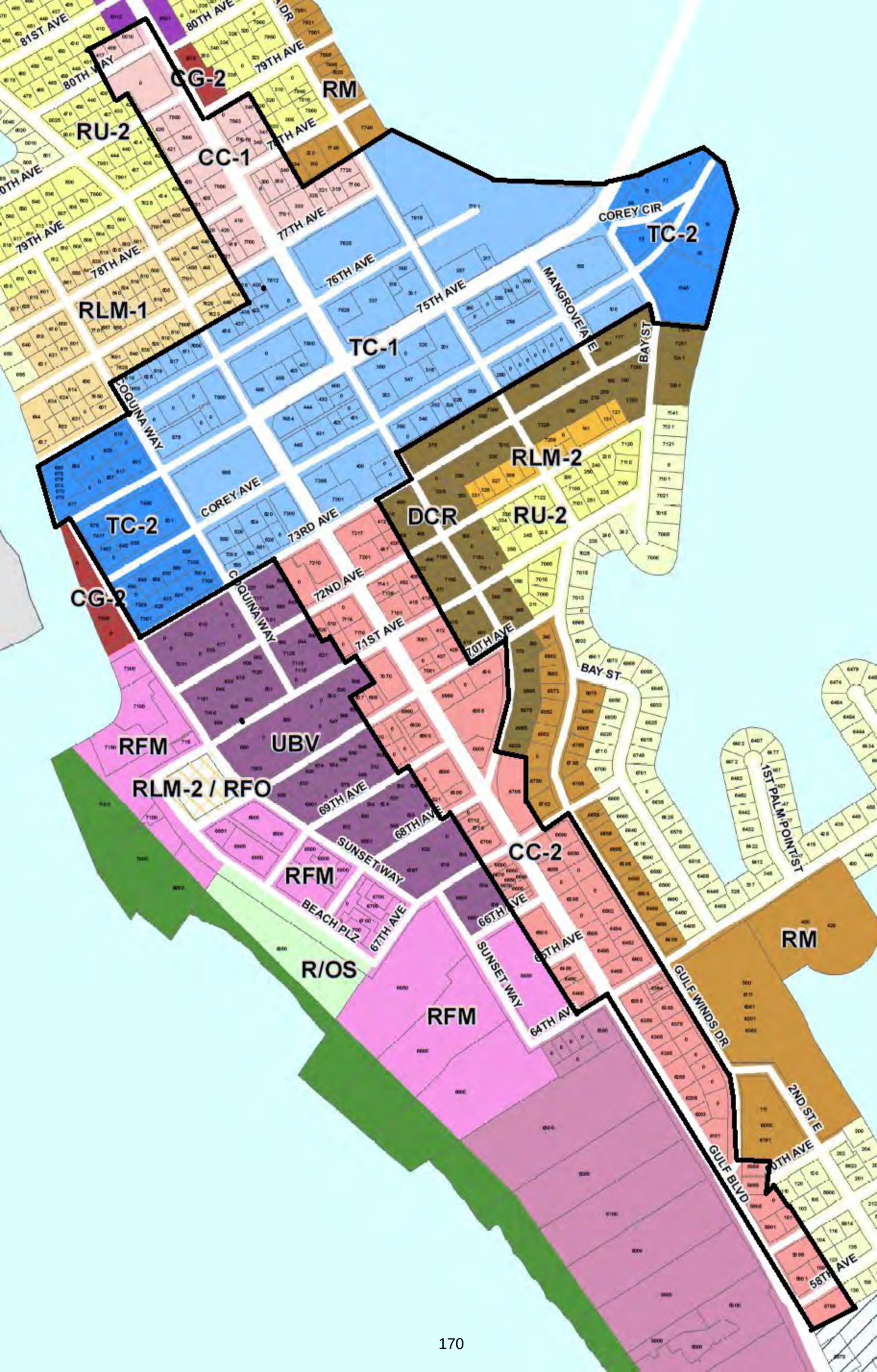
The City shall use all existing incentives to encourage an affordable mix of housing types and varieties that are located within walking distance of the downtown Corey Avenue core area integrated with retail, commercial, office and entertainment uses at street level to create a live, shop, work and play environment in the Corey downtown area that will revitalize the traditional main street as a vibrant center of activity for residents and visitors.

Objective 1.8

The City shall recognize the unique features of Downtown neighborhoods and shall continue to expand neighborhood retail, business, and recreation services.

STAFF RECOMMENDATION:

Staff recommends the approval of Ordinance No. 2019-xx as proposed.



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

Issue Considered: Ordinance No. 2019-xx: Providing for the allocation of 14 additional units of the Temporary Lodging Pool for the Bayou Residential District.

Date: December 10, 2019

Prepared By: Wesley T. Wright, Community Development Director

Through: Alex Rey, City Manager

Summary of Issue: The project site at 3701 Gulf Blvd contains an existing hotel approved for fifty (50) temporary lodging units as of 2013. The hotel owner is a contract purchaser of the abutting 0.35 acre office site located at 3803 Gulf Blvd, and the applicant is requesting to draw an additional fourteen (14) temporary lodging units from the combined TC-2, AC and BR density pool to increase the number of recognized temporary lodging units in the hotel from fifty (50) to sixty-four (64). The applicant is not proposing any interior or exterior modifications to accommodate this request. The applicant is further requesting a Variance from Sec. 22.5 – OFF-STREET PARKING AND LOADING of the Land Development Code to permit the reduction of thirteen (13) required spaces to accommodate the additional lodging units. All density pool units must be allocated by ordinance; the Conditional Use Permit and Variance applications associated with this ordinance will be reviewed at second hearing of Ordinance 2019-xx.

Funding: N/A

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

Attachment: Ordinance 2019-xx
Staff Report

Reviewed by the City Manager: 

Ordinance 2019-XX

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR THE ALLOCATION OF AN ADDITIONAL 14 UNITS OF TEMPORARY LODGING DENSITY UNDER THE PROVISIONS OF THE BAYOU RESIDENTIAL DISTRICT TEMPORARY LODGING UNIT DENSITY POOL, AS ESTABLISHED IN THE CITY OF ST. PETE BEACH COMPREHENSIVE PLAN, TO PROPERTY LOCATED AT 3701 GULF BOULEVARD (HOTEL ZAMORA); PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to facilitate the preservation of independent tourist lodging facilities in areas of the City with an appropriate tradition of such use; and

WHEREAS, the City's Technical Review Committee met on November 6, 2019 and reviewed and comment on this proposed Conditional Use Permit to allow an additional 14 units through the Density Pool allowances of the Bayou Residential District; and

WHEREAS, the Planning Board met on November 18, 2019 and received this request as a discussion item; and

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

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. Initially, 50 units of tourist lodging density were assigned to the property located at 3701 Gulf Boulevard (Hotel Zamora) by the City of St. Pete Beach on January 22, 2013 (Ordinance No. 2103-02) from those units collectively available to the Bayou Residential, Activity Center, and Town Center Core Districts Temporary Lodging Unit Density Pool, as established in the St. Pete Beach Comprehensive Plan.

SECTION 3. On October 17, 2019, the Zamora Hospitality Group, LLC, (applicant) applied for a conditional use permit and initially requested the allocation of an additional 13 Temporary Lodging Units because the applicant has become a contract purchaser of 3803 Gulf Boulevard, the adjacent property to the north of the Hotel Zamora. (Please note that the applicant had 3803 Gulf Boulevard surveyed to determine the actual

number of units allowed and said survey has revealed there is adequate land area to support 14 additional Temporary Lodging units rather than 13 units. As such, the applicant has modified the initial request and is seeking a total of 14 additional Temporary Lodging Units). It is anticipated that the office use at 3803 Gulf Boulevard will continue, but it will be combined with the Hotel Zamora property located at 3701 Gulf Boulevard, the Hotel Zamora may seek to utilize the addition of these 14 available Temporary Lodging Units. The legal combination of 3701 and 3803 Gulf Boulevard must occur prior to any additional Temporary Lodging Units being permitted.

SECTION 4. Upon this ordinance becoming effective, there shall be 261 tourist lodging units remaining in the collective Bayou Residential, Activity Center, and Town Center Corey Circle/Coquina West Districts Temporary Lodging Unit Density Pool, as established in the City of St. Pete Beach Comprehensive Plan.

SECTION 5. The 14 units awarded by this ordinance shall revert back to the density pool if an occupational license has not been obtained within six months from the date of this ordinance (and if a Certificate of Occupancy permit has not been issued within one year from the date of this ordinance) and unless all other provisions of the Land Development Code are adhered to unless time for meeting these conditions is extended by resolution of the City Commission.

SECTION 6. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 7. 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 8. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 9. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 10. 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.

Density Pool Information			
<i><u>District</u></i>	<i><u>Total Units Available</u></i>	<i><u>Total Units Utilized</u></i>	<i><u>Total Units Remaining</u></i>
Boutique Hotel/Condo	125	0	125
Town Center Core	50	0	50
Upham Beach Village	175	0*	175
Town Center Core – Corey Circle	325	50 64	275 261
Town Center Core – Coquina West			
Activity Center			
Bayou Residential			
Total	675	50 64	625 611



**DEPARTMENT OF COMMUNITY DEVELOPMENT
CONDITIONAL USE AND VARIANCE APPLICATION
STAFF REPORT TO THE
CITY OF ST. PETE BEACH CITY COMMISSION**

APPLICATION NUMBER: CU #18-00032 & VAR 19048 - Marilyn Mullen Healy, Esq., Akerman LLP for Zamora Hospitality Group, LLC.

PREPARED BY: Community Development Staff

MEETING DATE: November 18, 2019

This application is a request for a Conditional Use Permit with Variance:

REQUEST:	A Conditional Use Permit, pursuant to Sec. 42.4(d) and 42.6(d) of the Land Development Code, for the allocation of 14 units from the combined TC-2, AC, and BR density pool. The applicant further requests a Variance from Sec. 23.5 of the Land Development Code to reduce the required number of parking spaces to accommodate these units from sixteen (16) to three (3).
LOCATION:	3701 and 3751 Gulf Blvd; DON CE-SAR PLACE BLK H, ALL OF BLK H LESS RD TOGETHER WITH THAT 10FT WIDE STRIP E'LY OF SEAWALL LABELED "RESERVED" PER DEED 987/117 TOGETHER WITH LOT 30, BLK A OF BELLE VISTA BEACH 1ST ADD LESS RD R/W; Parcel ID #07-32-16-21852-029-0001. and 3803 Gulf Blvd; BELLE VISTA BEACH 1ST ADD BLK A, PT OF LOTS 27, 28 & 29 DESC AS FROM SW COR OF LOT 29 TH S89D18'20"E 8.62 FT TO E R/W OF GULF BLVD (80FT R/W) FOR POB TH N12D 0'53"W 100FT TH N33DE 25FT TH N78D11'31"E 57FT TH S88D11'50"E 61.32FT TH S01D38'00"W 129.85FT TH N89D18'20"W 106.19FT TO POB; Parcel ID #07-32-16-07398-001-0280.
ACREAGE:	Approximately 1.61 acres (70,063.6 sq. ft) based on acquisition of the adjacent office property. The Hotel Zamora property today is approximately 1.26 acres (54,885.6 sq. ft). The abutting office property is approximately 0.35 acres (15,178 sq. ft.).
EXISTING LAND USE	BR – Bayou Residential on the Zoning Map within the Gulf Blvd Community Redevelopment District; BR – Bayou Residential on the Future Land Use Map.
SURROUNDING FUTURE LAND DESIGNATIONS:	North – BR – Bayou Residential South – 37th Ave and RM/RU – Residential East – BR – Bayou Residential/Little McPherson Bayou and RU – Residential West – Gulf Blvd and RFM – Resort Facilities Medium

SURROUNDING ZONING MAP DESIGNATIONS:	North – BR – Bayou Residential South – 37th Ave and RM/RU-2 – Residential East – BR – Bayou Residential/Little McPherson Bayou and RU-1 – Residential West – Gulf Blvd and RFM – Resort Facilities Medium
SURROUNDING EXISTING USES:	North – Condominiums and office South – 37 th Ave and single-family residences East – Condominiums/Little McPherson Bayou and single-family residences West – Gulf Blvd and restaurant/condominiums

BACKGROUND

The property contains an existing temporary lodging facility constructed in 2014 according to Pinellas County Property Appraiser records. The property was initially constructed as condominiums in 2008 and remained incomplete for several years following the economic downturn. In January 2013, the City of St. Pete Beach authorized a conditional use permit for 50 temporary lodging units along with a variance to parking and a front setback encroachment of a porte-cochere.

In November 2016, the owner was found in violation of Sec. 42.6(d) of the Code of Ordinances (Land Development Code) of St. Pete Beach, which regulates the property's district's density. The property was approved for 50 units but constructed in such a way that rooms could be "locked-out" and configured to provide 72 individual rental units. A lockout unit is defined as a unit capable of being functionally separated from the temporary lodging unit to which it is attached and rented as a separate room. The Special Magistrate ordered that rental reports be provided to the City on a monthly basis reflecting no more than fifty (50) units, in any combination of one- or two-bedroom units, are rented on the Property at any given time. The owner has been required to provide the City monthly reports that the condition is adhered to since the time of that order.

The applicant previously applied for a Conditional Use application for 22 temporary lodging units and a parking and use agreement in 2016, a Land Development Code Text Amendment/Zoning Map Amendment and Comprehensive Plan Text Amendment/Future Land Use Map Amendment for the creation of the Bayou Residential-1 (BR-1) district along with a Conditional Use application in 2017, and a Zoning Map Amendment and Future Land Use Map Amendment to the Boutique Hotel/Condo District (BHC) along with a Conditional Use Permit and Variance in November 2018. These applications have since been withdrawn.

The table on the following page shows the total number of units available, utilized and remaining in the combined TC-2, AC, and BR density pool if this request is granted.

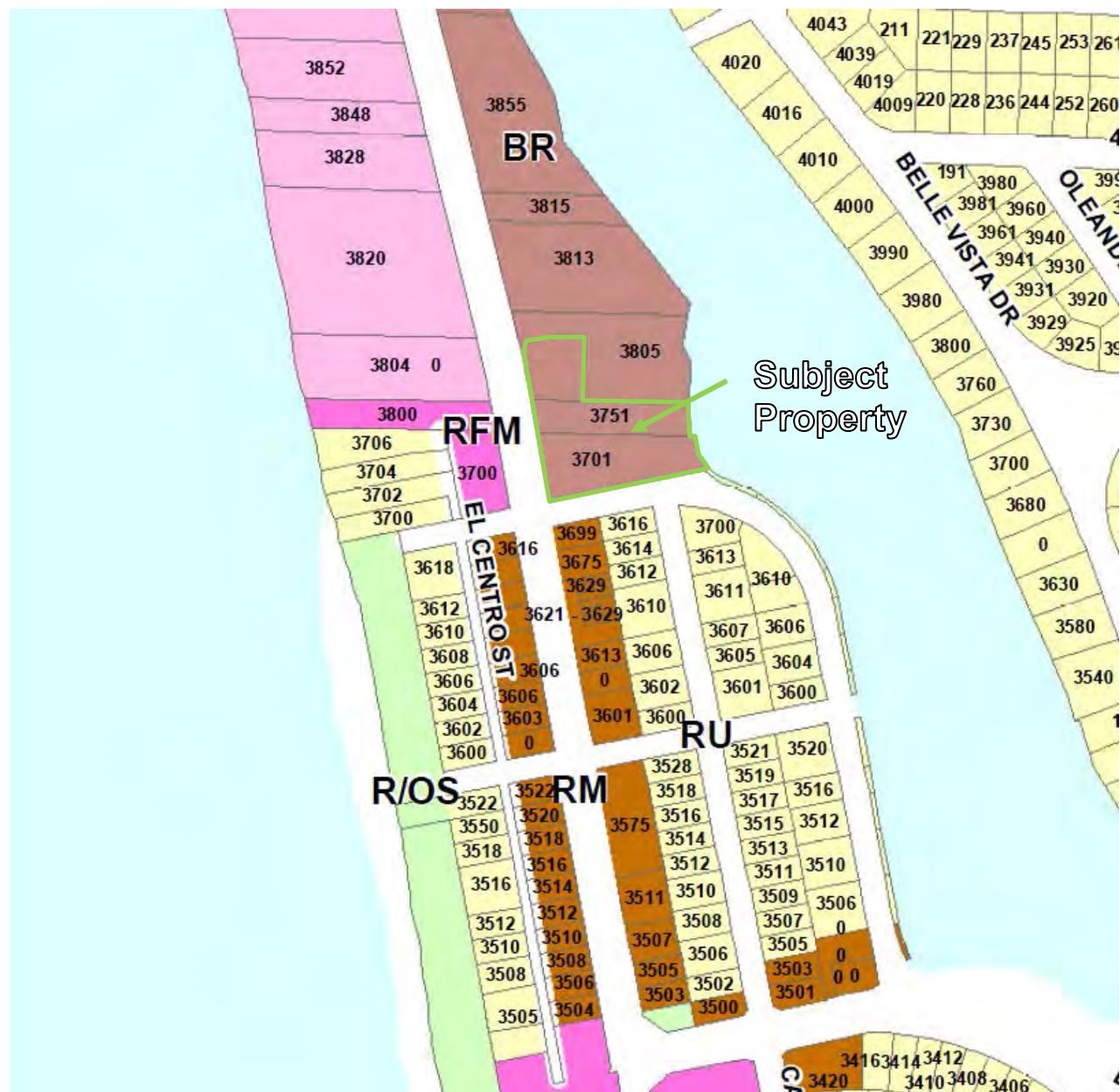
Density Pool Information			
<i>District</i>	<i>Total Units Available</i>	<i>Total Units Utilized</i>	<i>Total Units Remaining</i>
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Upham Beach Village	175	0*	175
Town Center Core – Corey Circle	325	50 64	275 261
Town Center Core – Coquina West			
Activity Center			
Bayou Residential			
Total	675	50 64	625 611

ANALYSIS

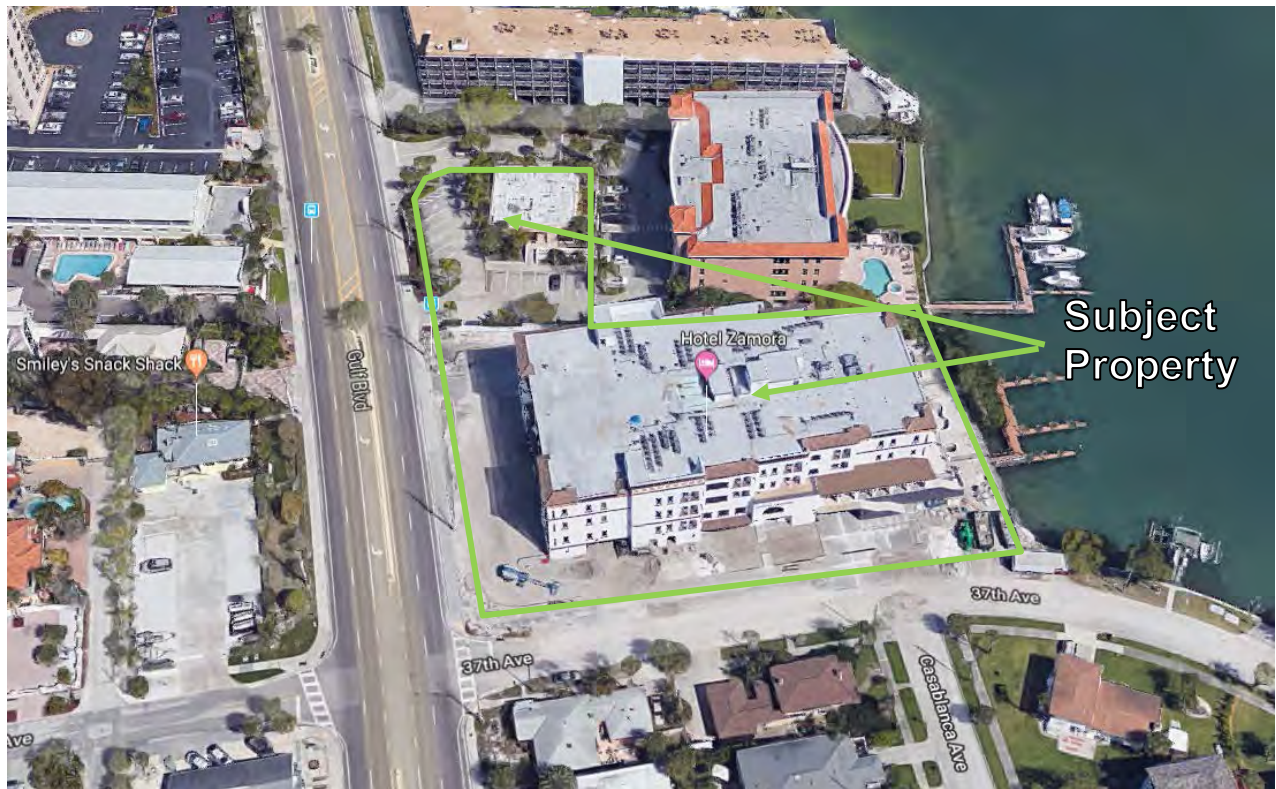
The applicant is under contract to purchase the abutting property located at 3803 Gulf Blvd, a 0.35 acre site that currently contains an office building and accessory parking. The applicant requests to utilize the additional 0.35 acres to acquire additional units for the Hotel Zamora, which is permitted only through density pool allocation and Conditional Use approval. As of the date of this staff report, 275 of the 325 units allocated to the TC-2, AC, and BR districts through the Comprehensive Plan are available – Hotel Zamora received the 50 unit differential in 2013 for the original conversion from residential condominiums to temporary lodging use. At 0.35 acres, the maximum number of units that could be requested based on district density maximums (40 temporary lodging units per acre) is 14.

The property at 3803 Gulf Blvd contains 13 parking spaces, three spaces more than the number required for the existing 2800 sq. ft. office building. If all 14 units requested by the applicant are allocated to the Hotel Zamora, the required number of parking spaces to support these additional units is 16. The applicant is therefore requesting a Variance of 13 parking spaces to meet the parking minimums required for these additional 14 units.

The applicant is not proposing any internal or external alterations to either the existing hotel property or abutting office property with this request. The rooms will only be configured to allow for the rental of 64 temporary lodging units. The applicant has discussed with City staff the conversion of some rooms into hotel guest amenities in the future, which are not considered within the scope of this request.



AERIAL MAP



CONDITIONAL USE PERMITS- 4.4 STANDARDS FOR REVIEW

When considering an application for approval of a conditional use, the City Commission review shall consider the following standards:

- (1) Whether the conditional use is consistent with the goals, objectives, and policies of the Comprehensive Plan, any adopted special area plan and these regulations;

The conditional use request is consistent with the Comprehensive Plan in the following ways:

FUTURE LAND USE ELEMENT:

Future Land Use Policies - Green Practices, Residential Character and Introduction to Land Use Categories

Objective 2.3 – New commercial development shall be required to be compatible with environmental and economic resources through the enforcement of the land development regulations.

Policy 2.3.5 – The City shall encourage the maintenance of tourist lodging facilities in keeping with the character of the community.

Objective 2.13 – The City shall promote the preservation and redevelopment of temporary lodging uses.

TRANSPORTATION PLAN ELEMENT

Objective 1.3 - Through land development code regulations the City will strive to provide for safe, convenient and efficient multimodal parking and access ways.

Policy 1.3.1 - The City shall enforce parking standards which provide for safe and convenient on-site traffic flow.

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

- a. Whether the overall appearance and function of the area will be significantly affected. Consideration shall be given to the existence of other uses in the area, based on the number, size, and location of the uses and the intensity and scale of the proposed and existing uses in the area;

The overall appearance and function of the area will not be significantly affected. The applicant is not proposing any additions to the building, but is instead seeking to utilize 14 of the existing lockout-configurable rooms as 28 single units, resulting in a total unit allocation to the property of 64 temporary lodging units.

- b. **Whether the application will preserve any city, state or federally designated historic, scenic, archaeological, or cultural resources;**

This application does not impact any known city, state or federally designated historic, scenic, archaeological, or cultural resources.

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

The subject five-story hotel building is not proposed to expand in height or add any floor area whatsoever. Hotel Zamora was converted under current code regulations for the Bayou Residential and Gulf Boulevard Redevelopment Districts, and appears to largely meet code standards for the district aside from developed room configuration.

- (3) **Whether the application will have significant adverse impacts on the livability and usability of nearby land due to noise, dust, fumes, smoke, glare from lights, late-night operations, odors, vehicular traffic, truck and other delivery trips, the amount, location, and nature of any outside activities, potential for increased litter, or privacy and safety issues. Whether the transportation system is capable of adequately supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, access to arterials, transit availability, on-street parking impacts, if any, site access requirements, neighborhood impacts, and pedestrian safety;**

The addition of 14 separately-rentable guest rooms is likely to have a marginal increase in traffic and parking demand on the property, and the property was previously granted a variance in 2013 to reduce the total number of parking spaces on the site from 81 to 69. Should the office building the applicant is in contract to purchase be utilized, three of the 16 required spaces for the additional units could be fulfilled on the purchased site, resulting in a required variance for 13 parking spaces.

Hotel Zamora currently owns and operates a valet service for visitors to the hotel free-of-charge, and states that 145 vehicles can be accommodated on the property when valet parked. The hotel contracted a parking demand study in 2019, and states that on a day where 68 of the 72 bedrooms were being utilized, as well as a 150 attendee rooftop wedding was taking place, 111 of those 145 “spaces” were occupied. While valet services are not currently recognized by the City as an option to subvert the required parking stall width and length or the safe maneuverability therewith, staff recognize that this service may provide the ability for the hotel to accommodate a greater number of vehicles on the site and fulfill the intent of the Code.

Staff do not find that the request will significantly impact the livability of nearby land due to noise, dust, fumes, smoke, glare, late-night operations, odor, vehicle traffic, trucks, litter, privacy, or safety. Parking layout on the office site largely buffers adjacent properties from glare, as the spaces are either oriented toward the building,

a hedge along Gulf Boulevard, or the Hotel Zamora itself. The character of the hotel is not proposed to be significantly altered with this proposal, and the owner will be required to pay multimodal impact fees for the additional 14 units to mitigate any impact on the roadway system. Site access is not proposed to be altered.

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

Space is not anticipated to be required to accommodate the loading and unloading of trucks; on-site loading spaces are only required for temporary lodging uses exceeding 10,000 sq. ft. of meeting, convention and food service facilities, and Hotel Zamora is well below that threshold. The consolidated site will not meet the minimum number of spaces for visitor parking based on Code requirements, but the applicant is proposing valet service as a means to accommodate the actual number of vehicles that park on the site during peak periods.

- (5) Whether generally, the public health, safety and welfare will be preserved, and any reasonable conditions necessary for such preservation have been made;**

Conditions recommended in this report are intended to mitigate any impacts on public health, safety and welfare. Specifically, the applicant will be required to maintain valet services “free-of-charge” to visitors and available space on the abutting office site must be maintained as guest-accessible parking for the Hotel Zamora. The applicant shall further comply with all Code standards for the district including the shielding of lights and noise regulations. Furthermore, staff are recommending that the applicant be required to expand the sidewalk along Gulf Boulevard in front of the office and hotel site to 8’ in width as required for properties with this frontage in the Community Redevelopment District, which will provide the public the benefit of a safer and more easily-maneuverable multimodal form of traversing the corridor.

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

The hotel has been in continuous operation since 2013 and this request does not require any construction that would necessitate the demonstration of financial capacity. Staff are recommending that the hotel be required to provide continuous valet service as a condition of this request for the life of the 63 unit configuration, which will require continued financial capacity. However, this service is presently offered to visitors and will not require the expansion of services on behalf of the hotelier.

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

The applicant is pursuing this request as a means to bring the property into compliance with district density standards. Other standards, including the requirement that hotel units remain in compliance with city and county temporary lodging restrictions and the property comply with local noise and light regulations will be handled by the business tax receipt and site plan or code compliance processes, respectively.

Sec. 4.12. - Criteria for review of conditional use applications.

(a) Conditional use applications within the community redevelopment district shall be evaluated upon the extent to which the applicant can demonstrate that the following issues are addressed in a manner consistent with the policies established in the community redevelopment plan for the district and that no unreasonable or disproportionately negative impacts are imposed upon adjacent or nearby properties:

- (1) Utility infrastructure, including sanitary sewer, reclaimed water, potable water, electric and natural gas services, and data transmission and telecommunications services;**

The proposal is not anticipated to create any additional demand on utility infrastructure or increase the number of fixtures presently in the hotel. Although staff do not find that any remodeling or additions will be undertaken that will increase utility infrastructure demand, any work so proposed must be evaluated by the City to affirm that the work will not increase demand on the sewer while the city is under consent order from the Florida Department of Environmental Protection.

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

The applicant will provide transportation impact fees as calculated through Pinellas County's General Fee Schedule for the 14 additional units if approved. The applicant is not otherwise proposing to alter internal circulation, curb cuts, or impact local transit infrastructure or public sidewalks.

- (3) Hydrological features and storm water management infrastructure;**

This project is not anticipated to create the need for additional storm water management infrastructure or impact any hydrological features.

- (4) Aesthetic and architectural features of the development, including site layout, physical dimensions of structures such as height and massing, design and**

appearance of building facades, exterior building materials, advertising and directional signage and the provision and maintenance of Gulf and Bay views and vistas;

The applicant is not proposing any external or internal alterations to the building as a component of this request. The building will remain the same as it does today, including signage. Staff are recommending that parking spaces reserved for Hotel Zamora guests on the office site be permanently marked as such.

(5) Site landscaping, open space provision and impervious surface limitations;

The applicant is not proposing or required to provide any additional impervious surface or landscaping to the site as a result of this request. The installation of a wider sidewalk along Gulf Blvd in front of the office site would add a nominal amount of impervious surface to the consolidated site.

(6) Operational and functional requirements of facilities, including hours of operation, provision of required services or amenities, lighting requirements, noise abatement requirements, residency limitations and facilities maintenance;

The applicant has not indicated any alteration of the hours of operation of hotel facilities, or amenities or services offered. Hotel Zamora, as with all temporary lodging facilities in the city, are required to comply with length-of-stay maximums.

(7) Fire suppression and facility security;

Although not anticipated, any interior work being performed by the applicant or conditions placed upon this request will require the building to come into compliance with relevant fire codes.

(8) Emergency management and hurricane evacuation provisions; and

The use shall comply with all county and local hurricane closure and evacuation procedures that will ensure orderly evacuation of guests and visitors prior to evacuation orders being issued for residents. The restrictions and procedures contained within the hurricane closure and evacuation plan shall apply to all on-site workforce living accommodations, as applicable.

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

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

The building is not being externally altered in any form in this request; the request is only to change the configuration of rooms within the hotel to allow for 63 individual units to be rented.

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

The property is located adjacent Little McPherson Bayou, and the height and setbacks of the structure are not proposed to be altered in any manner as a result of this request.

(b) Any of the foregoing elements may be omitted from the conditional use application upon agreement of the city commission.

(c) Content additional to the foregoing may be included in the application, so long as such content is consistent with the applicable requirements of this Code.

In addition per LDC Division 4, Conditional Use Permits, Section 4.11, Conditional uses in designated community redevelopment district:

It is the intent of the city that the aesthetic and functional characteristics of new development shall be regulated to insure consistency with the stated objectives of city redevelopment policy and that all new development is undertaken in a manner consistent with the best interests of the community. In instances of development projects which are of significant density or intensity, the complexity of the construction and operation of such projects require a higher than usual level of public security and technical review prior to permitting, and necessitate the articulation of specific requirements on the part of both the developer and the city to ensure that such developments are in harmony with community character and consistent with the policies of the community redevelopment plan. The provisions of this section are intended to supplement the stated requirements of this division and other divisions of the Land Development Code and provide for the incorporation of provisions into conditional use approvals which address issues of public concern.

Variance Requested

The following variance is being requested as a part of this Conditional Use application:

- 1) DIVISION 23 – OFF-STREET PARKING AND LOADING – Sec. 23.5 – Number of parking spaces required. The applicant is requesting the reduce the number of required parking spaces to accommodate the additional 14 temporary lodging units from 1.1 per unit (16 spaces) to three spaces, a reduction of 13 spaces, or 81%.

(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

Existing conditions on the site constrain the ability for the applicant to provide greater than the three required spaces on the abutting office site, or expand parking on the hotel site. The applicant has submitted a parking zone map for the hotel site that illustrates their valet service is capable of accommodating 145 vehicles instead of the 69 spaces their property was approved for in 2013. The existing condition related to the lockout configuration of the hotel is peculiar, and as the hotel is already in existence, staff find that the reconfiguration of existing rooms which will not increase the building footprint is reasonable.

(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

None are being considered.

(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

This variance will not have the effect of changing any district boundary on the zoning map, constitute the granting of a nonconforming use, permit an increase in development density, or permit a use not specifically permitted in the district. The applicant is in contract to purchase the abutting office property as a means of utilizing a greater number of rentable rooms within the existing hotel, bringing the existing conditions on the property into conformity with the district's density standards.

(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

Staff find that the request is in general harmony with the purpose and intent of the land development regulations, and that the valet service provided by the hotel is a creative and efficient solution to the parking constraints currently faced on the hotel property. The parking zone layout shown by the applicant as being utilized for the site appears to be in general alignment with practices in other communities that utilize tandem parking and other forms of valet service^[1]. Staff recommend that the valet service be continually operated by the hotel in a complimentary fashion for all guests until such time as the number of units are reduced to match the required number of spaces, or until such time that additional parking is acquired in line with City standards, as a means of protecting the public welfare.

(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.

A hardship would result from the denial of this Variance, and staff find that the means of mitigating the impact of the existing and proposed parking deficiencies on adjacent residential neighborhoods is an effective method of both resolving this issue and the outstanding density subject at the center of this Conditional Use request.

(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.

[1] See as examples: Sarasota Zoning Code, Article VII, Division 2, Sec. VII-203. – General parking requirements.; City of Miami Code of Ordinances, CHARTER AND CODE, Chapter 35 – MOTOR VEHICLES AND TRAFFIC, Article IX. – VALET PARKING; Palm Beach County Unified Land Development Code, Article 6, CHAPTER A – PARKING, 13. Valet Parking.

STAFF RECOMMENDATION

It has been determined that the reviewing body (City of St. Pete Beach City Commission) is empowered under the LDC to grant a Conditional Use for application #1800032 and a Variance for application 19048. Granting this request will not adversely affect the public interest and would be generally compatible with adjacent properties and other properties in the district provided the conditions as proposed by staff are adhered to. Should the City Commission grant the Conditional Use, the application should be subject to the following seven (7) conditions:

1. A unity of title or other document legally binding together 3701/3751 and 3803 Gulf Boulevard shall be required and recorded prior to any zoning approval for the increase in 14 units. This unity of title or other binding document shall remain in effect until such time as the number of individually-rentable rooms in the Hotel Zamora is reduced to or below 50 units, additional acreage is acquired to accommodate the increase to 14 units or part thereof and approved by the City Manager as valid for such maintenance of site density, or the temporary lodging use is discontinued.
2. The existing sidewalk along the Gulf Boulevard frontage of 3803 Gulf Boulevard be removed and replaced at the applicant's expense to accommodate an eight-foot-wide sidewalk that allows for safe, unobstructed and efficient pedestrian flow in front of the property. Any portion of the eight-foot sidewalk that extends into the subject property shall be provided to the City as a permanent pedestrian access easement. The condition for an expanded sidewalk shall only become effective upon the City entering into an agreement with the Florida Department of Transportation (FDOT) that transfers the easement to the FDOT for the expanded sidewalk. The installation of the sidewalk must be completed prior to issuance of a certificate of occupancy for this request.
3. Regardless of the resulting width of the remaining landscaping buffer following the sidewalk installation proposed under condition #2 above, the buffer in front of 3803 Gulf Boulevard shall be brought up to code standards regarding plantings, amenities, and other features specified in Land Development Code Sec. 39.10(b). A landscape plan depicting these features shall be required and features must be installed prior to issuance of a certificate of occupancy.
4. Valet service shall be continuously operated by the hotel in a complimentary fashion for all guests until such time as the number of units are reduced to match the required number of spaces, or until such time that additional parking is acquired that brings the site into compliance with City parking standards, or until the temporary lodging use is discontinued. The owner must provide the City proof of insurance for the valet service along with the business tax receipt application, and proof of insurance shall be required at any time such insurance is renewed. All stopping, standing, and maneuvers incidental to the valet parking service on the Hotel Zamora site must take place on the hotel's property. Except in cases of emergency, there shall be no queuing or parking of guest vehicles on adjacent residential streets.
5. A business tax receipt shall be required for the 64 temporary lodging units. All temporary lodging uses are approved with the stipulation that units must be offered, advertised, and occupied on a temporary basis for 30 consecutive days or less for temporary lodging guests.
6. Multimodal impact fees for the 14 additional resort hotel units shall be collected prior to certificate of occupancy issuance if this case is approved.

7. Any violation of these conditions and companion variance shall entitle the City Commission to modify or revoke the Conditional Use and Variance.

St. Pete Beach City Commission
Agenda Report

Issue Considered: Resolution 2019-12: Authorizing a loan agreement with TD Bank not to exceed \$6,700,000 to fund the Police Officers' Retirement System pension liabilities.

Date: December 10, 2019

Prepared By: Vince Tenaglia, Assistant City Manager

Through: Alex Rey, City Manager

Summary of Issue: The City issued a Request for Proposals to 38 banks on October 4 for a pension obligation loan not to exceed \$6.7 million. Six responses were submitted, with interest rates ranging from 2.74% to 4.99%, contingent on various debt covenant options, such as prepayment penalties and debt service coverage ratios. Staff recommends acceptance of TD Bank's proposal "option B", as summarized below:

Interest rate (fixed): 2.92%

Term: 15 years

Final maturity date: November 30, 2034

Revenue source: Non-ad valorem revenue

Annual debt service: \$557,994

Total interest expense: \$1,663,381

The staff-recommended option at 2.92% is not the lowest rate available via TD Bank but is the option which preserves the City's long-term financial flexibility, by allowing for prepayment without an additional premium or penalty.

Issuance costs to execute the loan include expenses incurred by bond counsel and the City's financial advisor. These costs are estimated at \$70,000, representing approximately 1% of principal value, and will be paid from the loan proceeds.

Funding: Budget savings from the proposed financing is determined by comparing the City's annual pension contribution to the new debt service requirement. The net difference of \$94,928 represents annual budgetary savings under current actuarial assumptions. The City also experiences savings by amortizing the loan over fifteen years, rather than the sixteen remaining years of the pension obligation. Over the term of the loan, the estimated savings under current actuarial assumptions is approximately \$2.0 million (present value \$1.5 million).

Requested Motion: “I move to approve Resolution 2019-12 (read title).”

Attachment: Resolution 2019-12

Reviewed by the
City Manager: AR

RESOLUTION 2019-12

A RESOLUTION OF THE CITY OF ST. PETE BEACH, FLORIDA ACCEPTING THE PROPOSAL OF TD BANK, N.A. TO PROVIDE THE CITY WITH A TERM LOAN IN ORDER TO ELIMINATE THE UNFUNDED LIABILITY OF THE CITY'S POLICE OFFICERS' RETIREMENT SYSTEM AND TO PAY COSTS OF ISSUANCE; APPROVING THE FORM OF A LOAN AGREEMENT; AUTHORIZING THE ISSUANCE OF THE CITY OF ST. PETE BEACH, FLORIDA TAXABLE PENSION OBLIGATION REVENUE NOTE (POLICE OFFICERS' PLAN), SERIES 2019, PURSUANT TO SUCH LOAN AGREEMENT IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$6,700,000 IN ORDER TO EVIDENCE SUCH LOAN; AUTHORIZING THE REPAYMENT OF SUCH NOTE FROM A COVENANT TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES; DELEGATING CERTAIN AUTHORITY TO THE MAYOR, THE CITY MANAGER, AND OTHER OFFICERS OF THE CITY FOR THE AUTHORIZATION, EXECUTION AND DELIVERY OF THE LOAN AGREEMENT, THE SERIES 2019 NOTE AND VARIOUS OTHER DOCUMENTS WITH RESPECT THERETO; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION.

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, the City can achieve financial savings and establish more funding certainty by issuing a taxable debt obligation to fund such Pension Obligation and, accordingly, the issuance of such a debt obligation is in the best interest of the City and 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 City's financial advisor, Estrada Hinojosa & Company, Inc., solicited proposals from various financial institutions to provide a term loan to finance the funding of the Pension Obligation; and

WHEREAS, TD Bank, N.A. (including any successors or assigns, the "Noteholder") submitted its proposal to provide the City with a term loan (the "Loan") to fund the Pension Obligation, which proposal was the most favorable proposal received by the City and is attached hereto as Exhibit A (the "Proposal"); and

WHEREAS, the Loan will be evidenced by the City of St. Pete Beach, Florida Pension Obligation Revenue Note (Police Officers' Plan), Series 2019 (the "Series 2019 Note") which shall be repaid solely from the Non-Ad Valorem Revenues (as defined herein) in the manner and to the extent set forth herein and in the Loan Agreement (as defined herein) and the ad valorem taxing power of the City will never be necessary or authorized to pay said amounts; and

WHEREAS, due to the potential volatility of the market for taxable obligations such as the Series 2019 Note and the complexity of the transactions relating to such Series 2019 Note, it is in the best interest of the City to issue the Series 2019 Note by a negotiated sale to the Noteholder, allowing the City to sell and issue the Series 2019 Note at the most advantageous time, rather than at a specified advertised date, thereby permitting the City to obtain the best possible price, terms and interest rate for the Series 2019 Note.

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

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

SECTION 2. Definitions. When used in this Resolution, capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement, unless the context clearly indicates a different meaning.

"Act" shall mean the Florida Constitution, Chapter 166, Florida Statutes, the Charter of the City, the Ordinance and other applicable provisions of law.

"Bond Counsel" shall mean, Nabors, Giblin & Nickerson, P.A., Tampa, Florida.

"Clerk" shall mean the City Clerk of the City and such other person as may be duly authorized to act on her or his behalf, including any authorized designee.

"City" shall mean the City of St. Pete Beach, Florida.

"City Manager" shall mean the City Manager of the City or, in his or her absence or unavailability, any Assistant City Manager or any authorized designee of the City Manager.

"Commission" shall mean the City Commission of the City of St. Pete Beach, Florida.

"Financial Advisor" means Estrada Hinojosa & Company, Inc., and its successors and assigns.

"Loan" shall have the meaning ascribed thereto in the recitals.

"Loan Agreement" shall mean the Loan Agreement to be executed between the Noteholder and the City, which shall be substantially in the form attached hereto as Exhibit B.

"Non-Ad Valorem Revenues" shall have the meaning assigned such term in the Loan Agreement.

"Noteholder" or "Holder" or "holder" or any similar term, when used with reference to a Note, shall mean TD Bank, N.A., and its successors and assigns.

"Ordinance" shall mean Ordinance 2019-17, enacted by the City on December 10, 2019, as the same may be amended or supplemented from time to time.

"Pension Obligation" shall have the meaning ascribed thereto in the recitals.

"Proposal" shall have the meaning ascribed thereto in the recitals.

"Resolution" shall mean this Resolution, as the same may be amended or supplemented from time to time.

"Series 2019 Note" shall mean the City of St. Pete Beach, Florida Taxable Pension Obligation Revenue Note (Police Officers' Plan), Series 2019, as such Series 2019 Note is more particularly described in the Loan Agreement.

The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Resolution; the term "heretofore" shall mean before the date of adoption of this Resolution; and the term "hereafter" shall mean after the date of adoption of this Resolution. Words importing the masculine gender include every other gender. Words importing the singular number include the plural number, and vice versa.

SECTION 3. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of the Act.

SECTION 4. Resolution to Constitute Contract. In consideration of the purchase and acceptance of the Series 2019 Note by the Noteholder, the provisions of this Resolution shall be a part of the contract of the City with the Noteholder, and shall be deemed to be and shall constitute a contract between the City and the Noteholder. The provisions, covenants and agreements in this Resolution set forth to be performed by or on behalf of the City shall be for the benefit, protection and security of the Noteholder.

SECTION 5. Authorization of the Funding of the Pension Obligation. The funding and elimination of the Pension Obligation with proceeds of the Series 2019 Note is hereby authorized and approved.

SECTION 6. Acceptance of Proposal. The City hereby accepts the Proposal of the Noteholder to provide the City with the Loan to finance the funding of the Pension Obligation, a copy of which Proposal is attached hereto as Exhibit A. The City Manager is hereby authorized to execute and deliver any documents required to formally accept such Proposal and the terms thereof. All actions taken by such officers or their designees and the Financial Advisor and Bond Counsel with respect to such Proposal prior to the date hereof are hereby authorized and ratified. To the extent of any conflict between the provisions of this Resolution or the Loan Agreement and the Proposal, the provisions of this Resolution and the Loan Agreement shall prevail.

SECTION 7. Approval of Form of Loan Agreement and Series 2019 Note. The City hereby approves the Loan from the Noteholder in the principal amount of not to exceed \$6,700,000. The City Manager shall determine the specific principal amount of the Loan upon the advice of the Financial Advisor. The terms and provisions of the Loan Agreement in substantially the form attached hereto as Exhibit B are hereby approved, with such changes, insertions and additions as the Mayor may approve. The City hereby authorizes the Mayor to execute and deliver, and the Clerk to attest and affix the City seal to, the Loan Agreement substantially in the form attached hereto as Exhibit B, with such changes, insertions and additions as the Mayor may approve, his execution thereof being conclusive evidence of such approval. In order to evidence the Loan under the Loan Agreement, it is necessary to provide for the execution of the Series 2019 Note. The Mayor and the Clerk are authorized to execute and deliver the Series 2019 Note substantially in the form attached to the Loan Agreement as Exhibit A with such changes, insertion and additions as the Mayor may approve, his execution thereof being evidence of such approval.

SECTION 8. Limited Obligation. The obligation of the City to repay the Series 2019 Note is a limited and special obligation payable from Non-Ad Valorem Revenues solely in the manner and to the extent set forth in the Loan Agreement and shall not be deemed a pledge of the faith and credit or taxing power of the City and such obligation shall not create a lien on any property whatsoever of or in the City. The Non-Ad Valorem Revenues shall consist of legally available Non-Ad Valorem Revenues budgeted and appropriated by the Commission to pay debt service on the Series 2019 Note, all in the manner and to the extent described in the Loan Agreement.

SECTION 9. General Authorization. The Mayor, the City Manager and the Clerk are authorized to execute and deliver such documents, instruments and contracts, whether or not expressly contemplated hereby; and the City Attorney and other employees or agents of the City are hereby authorized and directed to do all acts and things required hereby or thereby as may be necessary for the full, punctual and complete performance of all the terms, covenants, provisions and agreements herein and therein contained, or as otherwise may be necessary or desirable to effectuate the purpose and intent of this Resolution.

SECTION 10. Conflicts. All ordinances, resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 11. Severability. The provisions of this Resolution are declared to be severable, and if any section, sentence, clause or phrase of this Resolution 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 Resolution but they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

SECTION 12. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS 10TH DAY OF DECEMBER 2019.

CITY COMMISSION, CITY OF ST. PETE
BEACH, FLORIDA

Alan Johnson, Mayor

ATTEST:

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney

EXHIBIT A

TD Bank, N.A. Proposal

EXHIBIT B

Form of Loan Agreement



TD Bank, N.A.
2307 West Kennedy Boulevard
Tampa, FL 33609
Tel: 813-250-3069
Fax: 813-258-5622
Robert.Catoe@td.com

November 12, 2019

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

Ms. Lourdes R. Abadin
Managing Director
Estrada Hinojosa & Company, Inc.

RE: City of St. Pete Beach, Florida – Request for Proposal for \$6,700,000 Taxable Bank Revenue Note

Dear Mr. Tenaglia and Ms. Lourdes:

In response to the Request for Proposal for the City of St. Pete Beach, Florida – Request for Proposal Taxable Pension Obligation Revenue Note, Series 2019, TD Bank, N.A. (the "Bank") is pleased to submit the following proposal to the City of St. Pete Beach, Florida (the "City").

The structure of the proposed Credit Accommodation is outlined in the attached term sheet which provides a statement of suggested terms, but under no circumstance shall such statement be construed as a complete summarization of terms necessary for consummation of the proposed Credit Accommodation. PLEASE NOTE THIS PROPOSAL IS SUBJECT TO FORMAL CREDIT REVIEW AND UNDERWRITING IN ACCORDANCE WITH THE BANK'S INTERNAL POLICY AND NOTHING HEREIN SHALL CONSTITUTE A BINDING COMMITMENT TO LEND. Further, we expressly advise you that the Bank has not approved the Credit Accommodation. The Bank shall not be liable to the City or any other person for any losses, damages or consequential damages which may result from the City's reliance upon this proposal letter or the proposed Credit Accommodation, the proposed term sheet or any transaction contemplated hereby.

The Bank's Loan Proposal is subject to acceptance by the City prior to 3:00 pm eastern standard time on December 11, 2019 and is contingent upon a Loan Closing with mutually acceptable documents between the City and Bank prior to 3:00 pm eastern standard time on December 20, 2019.

This letter is delivered to you on the condition that its existence and its contents will not be disclosed without our prior written approval, except (i) as may be required to be disclosed in any legal proceeding or (ii) as may otherwise be required by law and on a confidential and "need to know" basis, to your directors, officers, employees, advisors and agents.

We appreciate this opportunity and are delighted to provide this Loan Proposal. We look forward to working with you to successfully complete this transaction. My contact information is noted above.

Very truly yours,

TD BANK, N.A.

By:


Robert W. Catoe
Vice President

TD Bank, N.A.

TERMS AND CONDITIONS OF CREDIT ACCOMMODATION DATED November 12, 2019 ("Loan")

THIS IS A STATEMENT OF TERMS AND CONDITIONS AND NOT A COMMITMENT TO LEND. ALL CREDIT ACCOMMODATIONS ARE SUBJECT TO FORMAL CREDIT UNDERWRITING AND APPROVAL.

1. Loan

- a) Borrower(s): City of St. Pete Beach, Florida (the "City")
- b) Facility: Taxable Pension Obligation Revenue Note (the "Note")
- c) Purpose: To fund the elimination of the City of St. Pete Beach Police Officers' Retirement System (the "Pension Fund") unfunded liability and pay the cost of issuance.
- d) Amount: Not to exceed \$6,700,000.00 USD
- e) Collateral: The Loan will be secured by a covenant to budget and 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 Note.
- f) Settlement Date: On or Before December 20, 2019
- g) Maturity: November 30, 2034
- h) Repayment Terms:

Interest on the Note will be paid semi-annually (May and November), commencing on May 30, 2020 based upon a 30/360 day basis.

Principal on the Note will be paid annually (November), commencing on November 30, 2020, with final maturity of November 30, 2034, in accordance with the Amortization Schedule attached in Appendix A.

j) **Interest Rate:** Indicative Taxable Fixed Rate as of November 7, 2019: **2.74%**

TD Bank will hold the rate of interest through the Preliminary Closing Date, if Borrower confirms for the Bank, within 3 business days of proposal submission date that the Bank will be recommended as the financial provider for the requested facility. Otherwise the final Loan Rate will be based using the below formula of which was used to quote the Indicative Taxable Rate for this Proposal.

The final interest rate shall be based upon the following formula (the prevailing fifteen (5) year USD 1100 ICE Swap Rate) plus a spread of 112 basis points.

ICE: <https://www.theice.com/iba/historical-data>

k) **Prepayment
Provision:**

Option A: At the time of any full or partial prepayment, (i) A "Yield Maintenance Fee" in an amount computed as follows shall apply:

The Note may be prepaid on any Business Day in whole or in part upon thirty (30) days prior written notice to the Bank. In the event of any prepayment of the Note, whether by voluntary prepayment, acceleration or otherwise, the Borrower shall, at the option of the Bank, pay a "fixed rate prepayment charge" equal to the greater of (i) 1.00% of the principal balance being prepaid multiplied by the "Remaining Term," as hereinafter defined, in years or (ii) a "Yield Maintenance Fee" in an amount computed as follows:

The current cost of funds, specifically the bond equivalent yield for United States Treasury securities (bills on a discounted basis shall be converted to a bond equivalent yield) with a maturity date closest to the "Remaining Term", shall be subtracted from the "Stated Interest Rate". If the result is zero or a negative number, there shall be no Yield Maintenance Fee due and payable. If the result is a positive number, then the resulting percentage shall be multiplied by the amount being prepaid times the number of days in the "Remaining Term" and divided by 360. The resulting amount is the "fixed prepayment charge" due to the Bank upon prepayment of the principal of this Loan plus any accrued interest due as of the prepayment date and is expressed in the following calculation:

Yield Maintenance Fee = [Amount Being Prepaid x (Stated Interest Rate - Current Cost of Funds) x Days in the Remaining Term/360 days] + any accrued interest due "Remaining Term."

"Remaining Term" as used herein shall mean the shorter of (i) the remaining term of the Note, or (ii) the remaining term of the then current fixed interest rate period.

Option B: Borrower can elect to have a "No Prepayment" penalty associated with this Loan by adding a premium of **18 basis points** to the quoted proposed Loan Rate.

Prepayments shall be applied in inverse order of maturity (treating mandatory amortization payments as maturities).

l) **Default Rate of Interest:**

The "default rate of interest" shall be six (6) percentage points in excess of the Prime Rate as quoted in the Wall Street Journal.

m) **Late Charges:**

If any payment due the Bank is more than fifteen (15) days overdue, a late charge of six percent (6%) of the overdue payment shall be assessed.

2. **Fees and Expenses:** The Borrower shall pay to the Bank on demand any and all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements, court costs, litigation and other expenses) incurred or paid by the Bank in connection with the loan. The City's bond counsel will provide documentation associated with this transaction. Documentation will be subject to the review and approval of the Bank and the Bank's counsel. The City agrees to pay all legal fees and expenses of the Bank associated with the review and closing of this transaction, which costs may be paid with proceeds of the Loan with a maximum time basis not to exceed \$7,500.00. Bank's counsel shall be the following:

Michael Wiener
Holland & Knight, LLP
2115 Harden Blvd.
Lakeland, FL 33803
(863)499-5362

3. **Financial Reporting:**

- a) *Borrower(s) shall furnish the following financial reports:*

<u>Type of Report(s)</u>	<u>Frequency</u>	<u>Due Date</u>
<i>Audited Financial Statements</i>	Annually	Within 210 days after the end of the fiscal year
<i>Annual Budget</i>	Annually	Within 60 days after its adoption

The Bank reserves the right to request reasonable additional financial information to supplement or verify certain financial assumptions or verify the creditworthiness of the Borrower.

4. **Legal Opinion:**

Prior to closing, there shall be delivered to the Bank an opinion of Bond Counsel acceptable to the Bank covering matters customary for a transaction of this type and nature and which shall, without limitation, opine that: (1) the Borrower is duly formed; (2) all loan documents have been validly authorized and executed by and on behalf of the Borrower, if any; (3) all loan documents are valid, binding, enforceable in accordance with their terms and do not violate any legal requirements, including without limitation, organizational documents, laws and material agreements; and (4) the loan and loan documents are exempt from registration and qualification under the Securities Act of 1933 and Trust Indenture Act of 1939. An opinion of counsel to the City in form and substance satisfactory to the Bank.

5. **Financial Covenants:**

All standard covenants and provisions shall be applicable to the Term Loan, including but not limited to:

Anti – Dilution Test: Net Non-Ad Valorem Revenues as defined below shall at all time cover Maximum Annual Debt service for debt secured by such revenues 1.30X, to be tested annually.

Ad Bonds Test: Additional Bonds test of 1.30x; the City shall not issue additional debt secured by Net Non Ad-Valorem revenues or payable from its non-ad valorem revenues unless the net non-ad valorem revenues from the prior fiscal year are at least 1.30x the projected maximum annual debt service on all debt, including the additional bonds secured from or payable from such non-ad valorem revenues.

Net Non-Ad Valorem Revenues shall be defined as Non-Ad Valorem revenues less the portion of essential governmental services that is covered by Non-Ad Valorem Revenues as a percentage of overall general fund revenues; divided by maximum annual debt service on debt secured by or payable from Non-Ad Valorem revenues. Essential governmental services shall be defined as general government and public safety expenses.

6. **Events of Default:** Will include but not be limited to:

- a. Breach of representation or warranties.
- b. Violation of covenants
- c. Bankruptcy or insolvency
- d. Payment Default

7. **Other Conditions:**

- a) All standard representations, warranties, rights and remedies in the event of default, including acceleration for payment default.
- b) No Material Adverse Change to the Borrower.
- c) In the event that future CBA indebtedness is issued under a Resolution or Supplemental Resolution with more restrictive covenants, conditions or remedies than this Facility, such terms shall be incorporated into this Facility.
- d) The implementation of certain terms, conditions, covenants or other non-material changes to the proposed Credit Accommodation required as part of the Bank's formal credit approval shall be deemed an approval in substantially the form outlined in this proposed Credit Accommodation.
- e) All legal matters and documentation to be executed in connection with the contemplated proposed Credit Accommodation shall be satisfactory in form and substance to the Bank and counsel to the Bank.
- f) Loan payments should be settled through auto debit.
- g) Patriot Act Notice. Lender is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56) (signed into law October 26, 2001)) (the "Act") and hereby notifies the Borrower and Guarantor that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies the Borrower and Guarantor, which information includes the name and address of the Borrower and Guarantor and other information that will allow Lender to identify the Borrower and Guarantor in accordance with the Act.

THIS PROPOSAL IS NOT AND SHOULD NOT BE CONSTRUED AS A COMMITMENT BY THE BANK OR ANY AFFILIATE TO ENTER INTO ANY CREDIT ACCOMMODATION.

Appendix A: Amortization Schedule

<u>15 Year</u>	
<u>Series 2019</u>	<u>Principal</u>
11/30/2020	\$ 380,483
11/30/2021	\$ 389,043
11/30/2022	\$ 397,797
11/30/2023	\$ 406,747
11/30/2024	\$ 415,899
11/30/2025	\$ 425,257
11/30/2026	\$ 434,826
11/30/2027	\$ 444,609
11/30/2028	\$ 454,614
11/30/2029	\$ 464,842
11/30/2030	\$ 475,300
11/30/2031	\$ 485,995
11/30/2032	\$ 496,930
11/30/2033	\$ 508,115
11/30/2034	\$ 519,543
	\$ 6,700,000

LOAN AGREEMENT

BETWEEN

CITY OF ST. PETE BEACH, FLORIDA

AND

TD BANK, N.A.

DATED DECEMBER 12, 2019

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This **LOAN AGREEMENT** (this "Agreement") is made and entered into as of December 12, 2019, by and between the **CITY OF ST. PETE BEACH, FLORIDA**, a municipal corporation organized under the laws of the State of Florida (the "City"), and **TD BANK, N.A.**, a banking corporation duly organized and existing under the laws of the United States of America and authorized to do business in the State of Florida, and its successors and assigns (the "Noteholder");

W I T N E S S E T H:

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

WHEREAS, the City can achieve financial savings and establish more funding certainty by issuing a taxable debt obligation to fund such Pension Obligation and, accordingly, the issuance of such a debt obligation is in the best interest of the City, 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 City solicited proposals from various financial institutions to provide a term loan to finance the funding of the Pension Obligation and received 11 proposals from six qualified financial institutions; and

WHEREAS, the Noteholder submitted its proposal to provide the City with a term loan to fund the Pension Obligation, which proposal was the most favorable proposal received by the City; and

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That the parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, **DO HEREBY AGREE** as follows:

[Remainder of page intentionally left blank]

ARTICLE I

DEFINITION OF TERMS

SECTION 1.01. DEFINITIONS. The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings in this Article I specified, unless the context clearly otherwise requires.

"Act" shall mean the Florida Constitution, Chapter 166, Florida Statutes, the Charter of the City, Ordinance 2019-17 enacted by the Commission on December 10, 2019, and other applicable provisions of law.

"Adjusted Essential Expenditures" shall mean the product obtained by multiplying Essential Expenditures by a fraction, the numerator of which equals Non-Ad Valorem Revenues and the denominator of which is the sum of Ad Valorem Revenues and Non-Ad Valorem Revenues.

"Ad Valorem Revenues" shall mean all revenues of the City derived from the levy and collection of ad valorem taxes.

"Agreement" shall mean this Loan Agreement, dated December 12, 2019, between the City and the Noteholder and any and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

"Bond Counsel" shall mean Nabors, Giblin & Nickerson, P.A., Tampa, Florida or any other attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

"Business Day" shall mean any day other than a Saturday, Sunday or a day on which the Noteholder is authorized or required to be closed.

"City" shall mean the City of St. Pete Beach, Florida.

"City Manager" shall mean the City Manager of the City or, in his or her absence or unavailability, any Assistant City Manager or a designee of the City Manager.

"Clerk" shall mean the City Clerk of the City or, in her or his absence or unavailability, any Deputy City Clerk or Assistant City Clerk or such other person as may be duly authorized to act on her or his behalf.

"Commission" shall mean the City Commissioners of the City of St. Pete Beach, Florida.

"Debt" means at any date (without duplication) all of the following to the extent that they are secured by or payable in whole or in part from any Non-Ad Valorem Revenues (A) all obligations of the City for borrowed money or evidenced by bonds, debentures, notes or other similar instruments; (B) all obligations of the City to pay the deferred purchase price of property or services, except trade accounts payable under normal trade terms and which arise in the ordinary course of business; (C) all obligations of the City as lessee under capitalized leases; and (D) all indebtedness of other Persons to the extent guaranteed by, or secured by, Non-Ad Valorem Revenues of the City; provided, however, if with respect to any obligation contemplated in (A), (B), or (C) above, the City has covenanted to budget and appropriate sufficient Non-Ad Valorem Revenues as a secondary source of funds to satisfy such obligation but has not secured such obligation with a lien on or pledge of any Non-Ad Valorem Revenues then, and with respect to any obligation contemplated in (D) above, such obligation shall not be considered "Debt" for purposes of this Agreement unless the City has actually used Non-Ad Valorem Revenues to satisfy such obligation during the immediately preceding Fiscal Year or reasonably expects to use Non-Ad Valorem Revenues to satisfy such obligation in the current or immediately succeeding Fiscal Year. After an obligation is considered "Debt" as a result of the proviso set forth in the immediately preceding sentence, it shall continue to be considered "Debt" until the City has not used any Non-Ad Valorem Revenues to satisfy such obligation for one full Fiscal Year.

"Default Rate" shall mean the lesser of (A) the Prime Rate, plus 600 basis points (6.00%) per annum, or (B) the maximum rate allowable under applicable law.

"Essential Expenditures" shall mean expenditures for "general government" and "public safety" accounted for in the General Fund as shown in the City's audited financial statements.

"Fiscal Year" shall mean the 12-month period commencing on October 1 of any year and ending on September 30 of the immediately succeeding year.

"General Fund" shall mean the "General Fund" of the City as described and identified in the City's annual audit.

"Interest Rate" shall mean a fixed interest rate equal to 2.92% per annum. The Interest Rate is subject to adjustment pursuant to Section 3.03 hereof.

"Maturity Date" shall mean November 30, 2034.

"Maximum Annual Debt Service" shall mean the largest aggregate amount of the annual debt service coming due on the Series 2019 Note in any Fiscal Year.

"Mayor" shall mean the Mayor of the City, or, in his or her absence or unavailability, the Vice Mayor of the City.

"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 and which are legally available to make the payments required herein and on the Series 2019 Note.

"Noteholder" or **"Holder"** or **"holder"** or any similar term, when used with reference to a Note, shall mean TD Bank, N.A., and any successors or assigns thereto.

"Pension Obligation" shall have the meaning ascribed thereto in the recitals.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, governmental entity or other legal entity.

"Prime Rate" shall mean the rate quoted in the *Wall Street Journal* from time to time as the "prime rate," or, if the *Wall Street Journal* ceases publication or ceases to quote a "prime rate," such alternate interest rate as shall, in the reasonable opinion of the Noteholder, approximate such rate.

"Resolution" shall mean Resolution 2019-12 adopted by the City on December 10, 2019, which, among other things, authorized the execution and delivery of this Loan Agreement and the issuance of the Series 2019 Note.

"Series 2019 Note" shall mean the City of St. Pete Beach, Florida Taxable Pension Obligation Revenue Note (Police Officers' Plan), Series 2019, authorized to be issued by the Resolution and more particularly described in Article III hereof.

"State" shall mean the State of Florida.

SECTION 1.02. INTERPRETATION. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. Any capitalized term used in this Agreement not herein defined shall have the meaning ascribed to such term in the Resolution. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

SECTION 1.03. TITLES AND HEADINGS. The titles and headings of the articles and sections of this Agreement, which have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS; SECURITY FOR SERIES 2019 NOTE

SECTION 2.01. REPRESENTATIONS AND COVENANTS BY THE CITY. The City represents, warrants and covenants that:

(a) The City is a duly organized and validly existing municipal corporation under the laws of the State. Pursuant to the Resolution, the City has duly authorized the execution and delivery of this Agreement, the performance by the City of all of its obligations hereunder, and the issuance of the Series 2019 Note in the principal amount of \$6,700,000.

(b) The City has complied with all of the provisions of the Constitution and laws of the State, including the Act, and has full power and authority to enter into and consummate all transactions contemplated by this Agreement or under the Series 2019 Note, and to perform all of its obligations hereunder and under the Series 2019 Note, and to the best knowledge of the City, the transactions contemplated hereby do not conflict with the terms of any statute, order, rule, regulation, judgment, decree, agreement, instrument or commitment to which the City is a party or by which the City is bound.

(c) The City is duly authorized and entitled to issue the Series 2019 Note and enter this Agreement and, when executed and delivered, the Series 2019 Note and this Agreement will each constitute a legal, valid and binding obligation of the City enforceable in accordance with its respective terms, subject as to enforceability to bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(d) There are no actions, suits or proceedings pending or, to the best knowledge of the City, threatened against or affecting the City, at law or in equity, or before or by any governmental authority, that, if adversely determined, would materially impair the ability of the City to perform the City's obligations under this Agreement or under the Series 2019 Note, or which would have a material adverse effect on the City (financial or otherwise).

(e) The City will furnish to the Noteholder within 210 days after the close of each Fiscal Year a copy of the annual audited financial statements of the City, prepared by a certified public accountant. The City shall also provide the Noteholder with a copy of the annual budget of the City each year and any material amendments thereto within 60 days of the final adoption of such budget or amendment. With reasonable promptness the City shall provide such other data and information as may be reasonably requested by the Noteholder from time to time.

SECTION 2.02. GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE NOTEHOLDER. Pursuant to the terms and provisions of this Agreement, the Noteholder agrees to provide a term loan to the City as evidenced hereby and by the Series 2019 Note for the purpose of funding the Pension Obligation and paying costs relating to the issuance of the Series 2019 Note.

SECTION 2.03. SERIES 2019 NOTE SHALL NOT BE INDEBTEDNESS OF THE CITY OR STATE. The Series 2019 Note, when delivered by the City pursuant to the terms of this Agreement, shall not be or constitute an indebtedness of the City, the State of Florida or any political subdivision or agency thereof, within the meaning of any constitutional, statutory or charter limitations of indebtedness, but shall be payable solely as herein provided. The Noteholder shall never have the right to compel the exercise of the ad valorem taxing power of the City, or taxation in any form on any property therein to pay the Series 2019 Note or the interest thereon. The Series 2019 Note is a special and limited obligation secured by and payable as to principal and interest from the Non-Ad Valorem Revenues, to the extent and in the manner provided herein.

SECTION 2.04. COVENANT TO BUDGET AND APPROPRIATE NON-AD VALOREM REVENUES. The City covenants and agrees to budget and appropriate in its annual budget for each Fiscal Year in which any amounts due hereunder or with respect to the Series 2019 Note remain unpaid or outstanding, by amendment, if necessary, from Non-Ad Valorem Revenues amounts sufficient to pay principal of and interest on the Series 2019 Note when due. Such covenant and agreement on the part of the City to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. Notwithstanding the foregoing covenant of the City, the City does not covenant to maintain any services or programs, now provided or maintained by the City, which generate Non-Ad Valorem Revenues.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the City from pledging in the future its Non-Ad Valorem Revenues, nor does it require the City to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Noteholder a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the City. Such covenant to appropriate Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). However, the covenant to budget and appropriate for the purposes and in the manner stated herein shall have the effect of making available for the payment of the Series 2019 Note, in the manner described herein, Non-Ad Valorem Revenues and placing on the City a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations hereunder; subject, however, in all respects to the

restrictions of Section 166.241(2), Florida Statutes, which generally provide that the governing body of each City may only make appropriations for each fiscal year which, in any one year, shall not exceed the amount to be received from taxation or other revenue sources; and subject, further, to the payment of services and programs which are for essential public purposes affecting the health, safety and welfare of the inhabitants of the City or which are legally mandated by applicable law.

SECTION 2.05. PAYMENT COVENANT. The City covenants that it shall duly and punctually pay from the Non-Ad Valorem Revenues in accordance with Section 2.04 hereof, the principal of and interest on the Series 2019 Note at the dates and place and in the manner provided herein and in the Series 2019 Note according to the true intent and meaning thereof and all other amounts due under this Agreement.

SECTION 2.06. ANTI-DILUTION. During such time as the Series 2019 Note is outstanding hereunder or any amounts due hereunder or with respect to the Series 2019 Note remain unpaid or outstanding, the Non-Ad Valorem Revenues less the Adjusted Essential Expenditures shall cover projected Maximum Annual Debt Service on the Series 2019 Note and maximum annual debt service on Debt by at least 1.3x. The calculation required by the immediately preceding sentence shall be determined using the actual Non-Ad Valorem Revenues, Essential Expenditures and Ad Valorem Revenues for the prior Fiscal Year based on the City's annual audited financial statements. For purposes of the foregoing calculation, Maximum Annual Debt Service on the Series 2019 Note and maximum annual debt service on Debt shall be done on an aggregate basis whereby the annual debt service for each is combined and the overall maximum is determined.

For the purposes of the covenants contained in this Section 2.06, maximum annual debt service on Debt means, with respect to Debt that bears interest at a fixed interest rate, the actual maximum annual debt service, and, with respect to Debt which bears interest at a variable interest rate, maximum annual debt service on such Debt shall be determined assuming that interest accrues on such Debt as follows: (a) any outstanding variable rate debt will be assumed to bear interest at 1.0% per annum over the actual interest rate borne by such debt for the month preceding the date of calculation and (b) any additional variable rate debt proposed to be issued will be assumed to bear interest at 1.0% per annum over the actual interest rate borne by such debt on the date of issuance of such debt. Notwithstanding the foregoing, if any Debt, whether bearing interest at a fixed or variable interest rate, constitutes Balloon Indebtedness, as defined in the immediately following sentence, maximum annual debt service on such Debt shall be determined assuming such Debt is amortized over 20 years from its original date of issuance on an approximately level debt service basis. For purposes of the foregoing sentence, "Balloon Indebtedness" means Debt, 25% or more of the original principal of which matures during any one Fiscal Year.

Prior to the issuance of any Debt subsequent to the date of this Agreement, the City shall provide a certification to the Noteholder that evidences compliance with this

provision upon the issuance of such proposed Debt taking into account such additional debt.

[Remainder of page intentionally left blank]

ARTICLE III

DESCRIPTION OF SERIES 2019 NOTE; PAYMENT TERMS; OPTIONAL PREPAYMENT

SECTION 3.01. DESCRIPTION OF THE SERIES 2019 NOTE. (a) The City hereby authorizes the issuance and delivery of the Series 2019 Note to the Noteholder which Series 2019 Note shall be in an amount equal to SIX MILLION SEVEN HUNDRED THOUSAND AND 00/100 DOLLARS (\$6,700,000) and shall be designated as the "City of St. Pete Beach, Florida Taxable Pension Obligation Revenue Note (Police Officers' Plan), Series 2019." The text of the Series 2019 Note shall be substantially in the form attached hereto as Exhibit A, with such omissions, insertions and variations as may be necessary and desirable to reflect the particular terms of the Series 2019 Note. The provisions of the form of the Series 2019 Note are hereby incorporated in this Agreement.

(b) The Series 2019 Note shall be issued as one note in the denomination of its outstanding principal amount and shall be dated the date of its delivery. The Series 2019 Note shall be executed in the name of the City by the manual signature of the Mayor and the official seal of the City shall be affixed thereto and attested by the manual signature of the Clerk. In case any one or more of the officers, who shall have signed or sealed the Series 2019 Note, shall cease to be such officer of the City before the Series 2019 Note so signed and sealed shall have been actually delivered, such Series 2019 Note may nevertheless be delivered as herein provided and may be issued as if the person who signed or sealed such Series 2019 Note had not ceased to hold such office.

(c) The Series 2019 Note shall bear interest from its date of issuance at the Interest Rate (calculated on a 30/360 day count basis) as the same may be adjusted pursuant to Section 3.03 hereof. Interest on the Series 2019 Note shall be payable semi-annually on May 30 and November 30 of each year, commencing May 30, 2020 (each an "Interest Payment Date") so long as any amount under the Series 2019 Note remains outstanding. Principal of the Series 2019 Note shall be payable annually on November 30 of each year, commencing November 30, 2020 (each a "Principal Payment Date"), through and including the Maturity Date. The aggregate annual principal and interest payments shall be set forth in the Series 2019 Note.

(d) The Series 2019 Note shall be payable as to principal and interest by automatic debit, or in such other manner as is agreed to between the City and the Noteholder, to the Noteholder in whose name the Series 2019 Note shall be registered on the registration books maintained by the City as of the close of business on the fifteenth day (whether or not a Business Day) of the calendar month next preceding an Interest Payment Date or Principal Payment Date; provided, that the Noteholder shall be required to present and surrender the Series 2019 Note to the City only for the final payment of the principal of the Series 2019 Note or shall otherwise provide evidence that such Series 2019 Note has been fully paid and cancelled. Principal of and interest on the Series 2019 Note

shall be payable in any coin or currency of the United States of America, which at the time of payment, is legal tender for the payment of public and private debts. The City shall maintain books and records with respect to the identity of the Noteholder, including a complete and accurate record of all assignments of this Agreement and the Series 2019 Note as provided in Section 3.04.

(e) Except as otherwise provided herein, the Noteholder shall pay for all of its costs relating to regular servicing the Series 2019 Note. The City shall pay the fees of the Noteholder's legal counsel in the amount of \$7,500.00.

SECTION 3.02. OPTIONAL PREPAYMENT. (a) The Series 2019 Note may be prepaid in whole or in part on any Business Day at a price equal to 100% of the principal amount of the Series 2019 Note to be prepaid plus accrued interest thereon to the date of prepayment, without any penalty or premium.

(b) Any prepayment of the Series 2019 Note shall be made on such Business Day as shall be specified by the City in a notice delivered to the Noteholder not less than two (2) Business Days prior thereto specifying the principal amount of the Series 2019 Note to be prepaid and the date that shall be the date of such prepayment. Notice having been given as aforesaid, the amount of the outstanding principal of the Series 2019 Note to be prepaid shall become due and payable on the date of prepayment stated in such notice, together with interest accrued and unpaid to the date of prepayment on the principal amount, without any penalty or premium. If on the date of prepayment moneys for the payment of the principal amount to be prepaid on the Series 2019 Note, together with interest to the date of prepayment on such principal amount shall have been paid to the Noteholder as above provided, then from and after the date of prepayment, interest on such prepaid principal amount of the Series 2019 Note shall cease to accrue. If said money shall not have been so paid on the date of prepayment, such principal amount of the Series 2019 Note shall continue to bear interest until payment thereof at the then applicable Interest Rate. Any such failure to pay the prepayment price shall not constitute an Event of Default hereunder. Any prepayment in part shall be applied to the remaining principal payments in inverse order (treating mandatory amortization payments as maturities) unless otherwise agreed to between the City and the Noteholder.

SECTION 3.03. ADJUSTMENT TO INTEREST RATE. Upon the occurrence and continuance of an Event of Default pursuant to Section 5.01 hereof, the Noteholder may adjust the Interest Rate to the Default Rate which shall be effective until such Event of Default has been cured.

SECTION 3.04. TRANSFER AND ASSIGNMENT. The Noteholder's right, title and interest in and to the Series 2019 Note and any amounts payable by the City thereunder may be assigned and reassigned in whole only by the Noteholder, without the necessity of obtaining the consent of the City; provided, that any such assignment, transfer or conveyance shall be made only to (a) an affiliate of the Noteholder or (b) a bank,

insurance company or their affiliate, provided that any such entity is purchasing the Series 2019 Note for its own account with no present intention to resell or distribute the Series 2019 Note, subject to each investor's right at any time to dispose of the Series 2019 Note as it determines to be in its best interests or (c) a "qualified institutional buyer," as defined in Rule 144A of the Securities Act of 1933, or an "accredited investor," as defined in Rule 501 of Regulation D. The Noteholder shall notify the City of any such assignment on or prior to the effective date of such assignment. If the Noteholder notifies the City of its intent to assign and sell its right, title and interest in and to the Series 2019 Note as herein provided, the City agrees that, if so requested, it shall execute and deliver to the assignee Noteholder, a Series 2019 Note in the principal amount so assigned, registered in the name of the assignee Noteholder, executed and delivered by the City in the same manner as provided herein and with an appendix attached thereto setting forth the amounts to be paid on each Principal Payment Date with respect to such Series 2019 Note. In all cases of an assignment of the Series 2019 Note, the City shall at the earliest practical time enter the change of ownership in the registration books; provided, however, the written notice of assignment must be received by the Clerk no later than the close of business on the fifteenth (15th) day (whether or not a Business Day) of the calendar month next preceding an Interest or Principal Payment Date prior to an Interest or Principal Payment Date in order to have the right to receive the interest and principal payment due on such Interest or Principal Payment Date.

Nothing contained in this Section 3.04 shall be interpreted to prohibit the Noteholder from selling participations in the Series 2019 Note to any investors meeting the conditions set forth in the immediately preceding paragraph.

[Remainder of page intentionally left blank]

ARTICLE IV

CONDITIONS FOR ISSUANCE OF THE SERIES 2019 NOTE

SECTION 4.01. CONDITIONS FOR ISSUANCE. In connection with the issuance of the Series 2019 Note, the Noteholder shall not be obligated to purchase the Series 2019 Note pursuant to this Agreement unless at or prior to the issuance thereof the City delivers to the Noteholder the following items in form and substance acceptable to the Noteholder:

(a) An opinion of Bond Counsel addressed to the Noteholder (or addressed to the City with a reliance letter addressed to the Noteholder including an opinion that the Series 2019 Note is not subject to registration under the Securities Act of 1933 and this Agreement is exempt from qualification under the Trust Indenture Act of 1939) in form and substance to the effect that this Agreement and the Series 2019 Note have been duly authorized, executed and delivered by the City and each is a valid, binding and enforceable obligation against the City in accordance with its terms (enforceability of it may be subject to standard bankruptcy exceptions and the like);

(b) an opinion of Counsel to the City in form and substance satisfactory to the Noteholder; and

(c) Such additional certificates, instruments and other documents as the Noteholder, Bond Counsel, or the City Attorney may deem necessary or appropriate.

[Remainder of page intentionally left blank]

ARTICLE V

EVENTS OF DEFAULT; REMEDIES

SECTION 5.01. EVENTS OF DEFAULT. An "Event of Default" shall be deemed to have occurred under this Agreement if:

(a) The City shall fail to make timely payment of principal or interest within five days of the applicable due date with respect to the Series 2019 Note;

(b) Any representation or warranty of the City contained in Article II of this Agreement shall prove to be untrue in any material respect when made;

(c) Any term or covenant, condition or agreement contained in this Agreement (other than covered in clauses (a), (b) or (d)) shall be breached, and such default shall continue and not be cured for a period of 30 days from the earlier of written notice of such default from the Noteholder, or when the City was required to provide notice of such default to the Noteholder; provided, however, it shall not be an event of default if such event of default is able to be remedied and the City diligently pursues curing such event of default for a period of not to exceed an additional 60 days (for a total of 90 days);

(d) There shall occur the dissolution or liquidation of the City, or the filing by the City of a voluntary petition in bankruptcy, or the commission by the City of any act of bankruptcy, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of its creditors, or appointment of a receiver for the City, or the entry by the City into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceeding for its reorganization instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar act in any jurisdiction which may now be in effect or hereafter amended;

SECTION 5.02. REMEDIES. If any event of default shall have occurred and be continuing, the Noteholder or any trustee or receiver acting for the Noteholder may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State of Florida, or granted and contained in this Agreement, and may enforce and compel the performance of all duties required by this Agreement or by any applicable statutes to be performed by the City or by any officer thereof, including, but not limited to, specific performance. No remedy herein conferred upon or reserved to the Noteholder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Notwithstanding any other provision hereof, no Noteholder, trustee or receiver shall have the right to declare the Series 2019 Note immediately due and payable, except as any such right may be provided pursuant to Section 6.01 hereof. Upon the occurrence and continuance of an Event of Default pursuant

to Section 5.01 hereof, the Noteholder may adjust the Interest Rate to the Default Rate which shall be effective until such Event of Default has been cured.

If any payment required to be made by the City hereunder is more than fifteen (15) days past due, the City will pay to the Noteholder a late charge equal to six percent (6%) of the payment amount which is past due.

[Remainder of page intentionally left blank]

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. AMENDMENTS, CHANGES OR MODIFICATIONS TO THIS AGREEMENT. This Agreement shall not be amended, changed or modified without the prior written consent of the Noteholder and the City. Notwithstanding the foregoing, if, in connection with the issuance of any additional indebtedness of the City that is secured by a covenant to budget and appropriate Non-Ad Valorem Revenues similar to the covenant of the City set forth in Section 2.04 hereof, the City provides the lender of such additional indebtedness (a) acceleration rights as a remedy to any event of default or (b) an anti-dilution test or additional debt test that is more restrictive as to the City than the test set forth in Section 2.06 hereof, or (c) an additional Event of Default, then such provision shall be deemed to be incorporated by reference herein and upon the request of the Noteholder the City and the Noteholder shall promptly amend this Agreement so as to provide the Noteholder with the same provisions. If any additional indebtedness of the City that is secured by a covenant to budget and appropriate Non-Ad Valorem Revenues is accelerated upon an event of default, the Noteholder shall have the same right to accelerate the payments hereunder and under the Series 2019 Note.

SECTION 6.02. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

SECTION 6.03. SEVERABILITY. If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the invalidity of such provisions or sections shall not affect any other provisions or sections hereof, and this Agreement shall be construed and enforced to the end that the transactions contemplated hereby be effected and the obligations contemplated hereby be enforced, as if such illegal or invalid clause, provision or section had not been contained herein.

SECTION 6.04. TERM OF AGREEMENT. This Agreement shall be in full force and effect from the date hereof and shall continue in effect as long as the Series 2019 Note is outstanding.

SECTION 6.05. NOTICE OF CHANGES IN FACT. Within five Business Days after the City becomes aware of the same, the City will notify the Noteholder in writing of (a) any change in any material fact or circumstance represented or warranted by the City in this Agreement or in connection with the issuance of the Series 2019 Note, and (b) any default or event which, with notice or lapse of time or both, could become a default under this Agreement, specifying in each case the nature thereof and what action the City has taken, is taking and/or proposed to take with respect thereto.

SECTION 6.06. NOTICES. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or sent registered or certified mail, postage prepaid, to the City of St. Pete Beach, Florida, 155 Corey Avenue, St. Pete Beach, Florida 33706, Attention: Assistant City Manager, and to the Noteholder, TD Bank, N.A., 2307 West Kennedy Boulevard, Tampa, Florida 33609, Attention: Robert W. Catoe, Vice President, or at such other address as shall be furnished in writing by any such party to the other, and shall be deemed to have been given as of the date so delivered or deposited in the United States mail.

SECTION 6.07. NO THIRD-PARTY BENEFICIARIES. This Agreement is for the benefit of the City and the Noteholder and their respective successors and assigns, and there shall be no third-party beneficiary with respect thereto.

SECTION 6.08. PATRIOT ACT NOTICE. The Noteholder hereby notifies the City that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 signed into law on October 26, 2001) (the "USA PATRIOT Act"), the Noteholder may be required to obtain, verify and record information that identifies the City, which information includes the name and address of the City and other information that will allow the Noteholder to identify the City in accordance with the USA PATRIOT Act.

SECTION 6.09. APPLICABLE LAW. The substantive laws of the State of Florida shall govern this Agreement.

SECTION 6.10. WAIVER OF JURY TRIAL. Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any proceedings relating to this Agreement.

SECTION 6.11. INCORPORATION BY REFERENCE. All of the terms and obligations of the Resolution are hereby incorporated herein by reference as if said Resolution was fully set forth in this Agreement and the Series 2019 Note.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth herein.

(SEAL)

CITY OF ST. PETE BEACH, FLORIDA

Alan Johnson, Mayor

ATTEST:

By: _____
Rebecca C. Haynes, City Clerk

TD BANK, N.A.

By: Robert W. Catoe
Title: Vice President

EXHIBIT A

\$6,700,000.00

**UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF ST. PETE BEACH, FLORIDA
TAXABLE PENSION OBLIGATION REVENUE NOTE
(POLICE OFFICERS' PLAN), SERIES 2019**

Interest Rate	Date of Issuance	Final Maturity Date
2.92%	December 12, 2019	November 30, 2034

KNOW ALL MEN BY THESE PRESENTS, that the **City of St. Pete Beach, Florida** (the "City"), for value received, hereby promises to pay, solely from the Non-Ad Valorem Revenues described in the within mentioned Agreement, to the order of **TD Bank, N.A.**, or its successors or assigns (the "Noteholder"), the principal sum of SIX MILLION SEVEN HUNDRED THOUSAND AND 00/100 DOLLARS (\$6,700,000) pursuant to that certain Loan Agreement by and between the Noteholder and the City, dated as of December 12, 2019 (the "Agreement"), and to pay interest on the outstanding principal amount hereof from the Date of Issuance set forth above, or from the most recent date to which interest has been paid, at the Interest Rate per annum (calculated on a 30/360 day count basis) identified above (subject to adjustment as provided in the Agreement) on May 30 and November 30 of each year, commencing on May 30, 2020, so long as any amount under this Note remains outstanding. Principal of this Note shall be payable on November 30 of each year, commencing on November 30, 2020, through and including the Final Maturity Date identified above. The principal repayment schedule for this Note is set forth in definitive form on Appendix I attached hereto. The principal and interest on this Note is payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts.

This Note is issued under the authority of and in full compliance with the Constitution and laws of the State of Florida, including, particularly, Chapter 166, Florida Statutes, the Charter of the City, Ordinance 2019-17 enacted by the City Commission of the City (the "Commission") on December 10, 2019, and other applicable provisions of law, and pursuant to Resolution 2019-12 duly adopted by the Commission on December 10, 2019 (the "Resolution"), as such Resolution may be amended and supplemented from time to time, and is subject to all terms and conditions of the Resolution and the Agreement. Any capitalized terms used in this Note and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

This Note is being issued to finance the unfunded actuarial accrued liability with respect to its City of St. Pete Beach Police Officers' Retirement System, as generally described in the Resolution. This Note is payable from the City's covenant to budget and appropriate legally available Non-Ad Valorem Revenues in the manner and to the extent provided and described in the Agreement.

This Note shall bear interest at the Interest Rate identified above on a 30/360 day count basis. Such Interest Rate is subject to adjustment as provided in Section 3.03 of the Agreement. The Noteholder shall provide to the City upon request such documentation to evidence the amount of interest due with respect to the Series 2019 Note upon any such adjustment. No presentment shall be required for any payment with respect to this Note except as set forth in Section 3.01(d) of the Agreement.

Notwithstanding any provision in this Note to the contrary, in no event shall the interest contracted for, charged or received in connection with this Note (including any other costs or considerations that constitute interest under the laws of the State of Florida which are contracted for, charged or received) exceed the maximum rate of interest allowed under the State of Florida as presently in effect.

All payments made by the City hereon shall apply first to fees, costs, late charges and accrued interest, and then to the principal amount then due on this Note.

This Note may be prepaid in whole or in part on any Business Day (as defined in the Resolution) at a price equal to 100% of the principal amount of this Note to be prepaid plus accrued interest thereon to the date of prepayment, without premium or penalty.

Any prepayment of this Note shall be made on such Business Day as shall be specified by the City in a notice delivered to the Noteholder not less than two (2) Business Days prior thereto specifying the principal amount of this Note to be prepaid and the date that shall be the date of such prepayment. Notice having been given as aforesaid, the amount of the outstanding principal of this Note to be prepaid shall become due and payable on the date of prepayment stated in such notice, together with interest accrued and unpaid to the date of prepayment on the principal amount then being paid, without premium or penalty. If on the date of prepayment moneys for the payment of the principal amount to be prepaid on this Note, together with interest to the date of prepayment on such principal amount shall have been paid to the Noteholder as above provided, then from and after the date of prepayment, interest on such prepaid principal amount of this Note shall cease to accrue. If said money shall not have been so paid on the date of prepayment, such principal amount of this Note shall continue to bear interest until payment thereof at the then applicable Interest Rate. Any such failure to pay the prepayment price shall not constitute an Event of Default hereunder or under the Resolution. Any prepayment in part shall be applied to the remaining principal payments in inverse order unless otherwise agreed to between the City and the Noteholder.

This Note, when delivered by the City pursuant to the terms of the Agreement and the Resolution, shall not be or constitute an indebtedness of the City or of the State of Florida, within the meaning of any constitutional, statutory or charter limitations of indebtedness, but shall be payable from the Non-Ad Valorem Revenues, in the manner and to the extent provided in the Agreement and the Resolution. The Noteholder shall never have the right to compel the exercise of the ad valorem taxing power of the City or the State, or taxation in any form of any property therein to pay the Note or the interest thereon.

So long as any of this Note shall remain outstanding, the City shall maintain and keep books for the registration and transfer of this Note.

The Noteholder's right, title and interest in and to this Note and any amounts payable by the City hereunder may be assigned and reassigned in accordance with and subject to the restrictions in the Agreement.

IN WITNESS WHEREOF, the City caused this Note to be signed by the manual signature of the Mayor and the seal of the City to be affixed hereto or imprinted or reproduced hereon, and attested by the manual signature of the Clerk, and this Note to be dated the Date of Issuance set forth above.

CITY OF ST. PETE BEACH, FLORIDA

(SEAL)

By: _____
Alan Johnson, Mayor

ATTEST:

Rebecca C. Haynes, City Clerk

Principal Repayment Schedule for the

CITY OF ST. PETE BEACH, FLORIDA
TAXABLE PENSION OBLIGATION REVENUE NOTE
(POLICE OFFICERS' PLAN), SERIES 2019

Payment Date	Principal
11/30/20	\$362,354
11/30/21	372,934
11/30/22	383,824
11/30/23	395,032
11/30/24	406,567
11/30/25	418,438
11/30/26	430,657
11/30/27	443,232
11/30/28	456,174
11/30/29	469,494
11/30/30	483,204
11/30/31	497,313
11/30/32	511,835
11/30/33	526,780
11/30/34	542,162

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

Issue Considered: Resolution 2019-15: Authorizing the sale of residential property located at 627 78th Avenue.

Date: December 10, 2019

Prepared By: Vincent Tenaglia, Assistant City Manager

Through: Alex Rey, City Manager

Summary of Issue: City staff has been soliciting offers for the residential property located at 627 78th Avenue since June 2019. Several offers have been received, and staff recommends acceptance of the proposal from Mr. and Mrs. Kevin and Kim Newsome as the most competitive option, in the amount of \$175,000.

Funding: Proceeds from the sale are unbudgeted and will be incorporated into a budget amendment ordinance providing for \$175,000 in new General Fund revenue for fiscal year 2020.

Requested Motion: "I move to approve Resolution 2019-15 (read title)."

Attachment: Resolution 2019-15

Reviewed by the City Manager: AR

RESOLUTION 2019-15

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, ACCEPTING THE PROPOSED OFFER FOR THE SALE OF RESIDENTIAL PROPERTY LOCATED AT 627 78TH AVENUE; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach intends to complete the sale of residential property located at 627 78th Avenue; and

WHEREAS, the sale of this City owned property was approved by vote of the electors; and

WHEREAS, the City has solicited offers for the property since June 2019; and

WHEREAS, the staff-recommended proposal represents the most competitive offer received.

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

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

SECTION 2. The City Commission hereby accepts the proposed offer for the sale of residential property located at 627 78th Avenue.

SECTION 3. The proposed contract is hereby incorporated by reference as Exhibit A.

SECTION 4. The City Manager is hereby authorized to execute contract documents as necessary to complete the sale.

SECTION 5. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2019.

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

Alan Johnson, Mayor

ATTEST:

Rebecca C. Haynes, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney