



CITY COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, May 25, 2021
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. Presentations
 - a. **Proclamation: Poppy Day - May 28, 2021**
2. Changes to the Agenda
3. Audience Comments - **Comments shall be limited to 3 minutes per person**
4. Consent
 - a. **Commission Minutes: April 27, 2021 Commission Meeting and April 29, 2021 Budget Workshop**
 - b. **Decorative Street Sign Unit Price Agreement**
 - c. **Fire Pension Board of Trustees Appointment**
5. Action Items
6. Ordinances
 - a. **Final Reading Ordinance 2021-01 Seawall Height**

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES, CHAPTER 98 – BUILDINGS AND BUILDING REGULATION, ARTICLE IV – SEAWALLS, BULKHEADS, AND RETAINING WALLS, SECTION 98-100 – STANDARDS FOR SEAWALLS, BULKHEADS, AND RETAINING WALLS NOT ON THE GULF OF MEXICO; SECTION 98-101 – STANDARDS FOR SEAWALLS, BULKHEADS AND RETAINING WALLS ON GULF OF MEXICO; PROVIDING FOR CODIFICATION; CONFLICTS, SEVERABILITY, CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION,

PUBLICATION, AND AN EFFECTIVE DATE.

This item was first heard on February 9, 2021 before the City Commission.

Action Request: Motion to adopt Ordinance 2021-01.

b. First Reading Ordinance 2021-08: Modifying the Basis for Height Measurement

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, AMENDING LAND DEVELOPMENT CODE DIVISION 2 – DEFINITIONS, SECTION 2.1 – WORDS, TERMS, AND PHRASES DEFINED BY MODIFYING THE BASIS FOR HEIGHT MEASUREMENTS FOR RESIDENTIAL STRUCTURES IN THE RU-1, RU-2, RLM-1, RLM-2, RM, AND PAG DISTRICTS AS WELL AS ACCESSORY STRUCTURES, AND ADDING A DEFINITION FOR DESIGN FLOOD ELEVATION AND FREEBOARD; AMENDING DIVISION 20 – PAG PASS-A-GRILLE OVERLAY DISTRICT, SECTION 20.02 – DEFINITIONS, SECTION 20.15 – PERMITTED BUILDING TYPES, AND SECTION 20.17 – BUILDING HEIGHT TO REFLECT NEW HEIGHT MEASUREMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

Action Request: Motion to approve the first reading of Ordinance 2021-08.

c. First Reading Ordinance 2021-12: Accessory Structure Amendments

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING LAND DEVELOPMENT CODE DIVISION 2 – DEFINITIONS, SECTION 2.1 – WORDS, TERMS AND PHRASES DEFINED TO PROVIDE A DEFINITION FOR PATIO AND DECK; AMENDING DIVISION 6 – SUPPLEMENTAL REGULATIONS, SECTION 6.13 – RESIDENTIAL ACCESSORY STRUCTURES TO REDUCE REAR AND WATERFRONT SETBACKS TO POOLS AND SPAS, PROHIBIT REAR SETBACK VARIANCES FOR POOL SCREEN ENCLOSURES, AND PARTITION AND SPECIFY SETBACKS FOR DECKS AND PATIOS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Action Request: Motion to approve the first reading of Ordinance 2021-12.

d. First Reading Ordinance 2021-11: Building Fee Structure Amendment - Single Family Homes and Windows/Doors/Shutters

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, AMENDING APPENDIX “A” OF THE CODE OF ORDINANCES, PERTAINING TO THE FEE SCHEDULE, TO SET FLAT FEES FOR CERTAIN PROJECT TYPES, PROVIDING FOR CODIFICATION, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

Action Request: Motion to approve first reading of Ordinance 2021-11.

7. Resolutions

a. Pinellas County Interlocal Agreement Local Option Fuel Tax

Additional 5-Cent Local Option Fuel Tax

Action Request: Motion to authorize the execution of the Interlocal Agreement for an additional 5-cent local option fuel tax.

b. Resolution 2021-12 Supporting Safe Streets Pinellas

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, SUPPORTING SAFE STREETS PINELLAS, A VISION ZERO EFFORT TO ELIMINATE TRAFFIC FATALITIES AND SERIOUS INJURIES ON THE PINELLAS TRANSPORTATION NETWORK.

Action Request: Motion to adopt Resolution 2021-12.

8. Items for Discussion
9. City Clerk, City Manager, City Attorney and City Commission Reports
 - a. Children At Play Sign Locations
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.

PUBLIC COMMENT INSTRUCTIONS FOR THOSE NOT PHYSICALLY PRESENT:

The City has made accommodations for those who cannot be physically present, or do not feel comfortable appearing in person, due to COVID-19. If a member of the public would like to provide comments for the meetings, they may do so in the following ways:

- Email the City Clerk by 5:00 p.m. on the day of the meeting at cityclerk@stpetebeach.org
- Leave a voicemail message by calling **727.363.9225** by 1:00 p.m. the day of the meeting
- Upload or submit a video or audio file online by 1:00 p.m. the day of the meeting at <https://www.stpetebeach.org/PublicComment>

In your three (3) minute or less comment, please be sure to include your name and address for the record.

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



PROCLAMATION

Poppy Day Proclamation City of St Pete Beach, Florida

Whereas, America is the land of freedom, preserved and protected willingly and freely by citizen soldiers; and

Whereas, millions who have answered the call to arms have died on the field of battle; and

Whereas, a nation at peace must be reminded of the price of war and the debt owed to those who have died in war; and

Whereas, the red poppy has been designated as a symbol of sacrifice of lives in all wars; and

Whereas, the American Legion Auxiliary has pledged to remind America annually of this debt through the distribution of the memorial flower;

THEREFORE, I Al Johnson, Mayor of the City of St Pete Beach, Pinellas County, Florida do hereby proclaim the 28th day of May 2021, as National Poppy Day and ask that all citizens pay tribute to those who have made the ultimate sacrifice in the name of freedom by wearing the Memorial Poppy on this day.

Witness my hand and the seal of the City this 25th
day of May 2021

Mayor Al Johnson

DRAFT
City Commission Meeting
April 27, 2021
6:00 p.m.

ELECTED OFFICIALS PRESENT:

Alan Johnson, Mayor
Ward Friszolowski, Vice Mayor, Commissioner, District 3
Chris Graus, Commissioner, District 1
Mark Grill, Commissioner, District 2
Melinda Pletcher, Commissioner, District 4

STAFF PRESENT:

Alex Rey, City Manager
Andrew Dickman, City Attorney
Amber LaRowe, City Clerk
Vince Tenaglia, Assistant City Manager
Mike Clarke, Public Works Director
Wesley Wright, Community Development Director

Mayor Johnson called the meeting to order at 6:00 p.m. followed by the Pledge of Allegiance.

1. CHANGES TO THE AGENDA

No changes were made.

2. AUDIENCE COMMENTS

Betty R., resident, made a presentation to the Commission to expand upon the Commission's discussion at the last meeting in regard to flooding. She discussed a presentation to the Don CeSar neighborhood and the progression of the flooding over time.

David N., resident, discussed the April 21, 2021 flood study and the mitigation projects; the City Manager noted that the project is still on schedule.

Craig S., resident, commented on the flooding.

Lydia C., resident, commented on the flooding and flex valves.

City Manager Rey discussed the plan for flood mitigation, reminding everyone of the engineering study and time table. He also discussed flex valves, commenting on how they are made and installed.

3. CONSENT

- a. Services Agreement with USA Services of Florida, Inc. for Street Sweeping
- b. Gilliam Concrete Stormwater Authorization
- c. Shenandoah General Construction LLC Service Agreement

Motion: **Vice Mayor Friszolowski moved, Commissioner Pletcher seconded, and the motion carried 5-0 to approve the April 27, 2021 Consent Agenda as presented by the City Manager.**

4. ACTION ITEMS

a. Boca Ciega Isle Drive Stormwater Improvements Change Order

Mike Clarke, Public Works Director, discussed this Change Order that encompasses over 40 unanticipated events throughout the duration of this project. Each issue was reviewed individually by Public Works and approved to keep the project moving along; it is now 100 percent complete. Mr. Clarke discussed the contractor and the process for payments.

In regard to the total cost of the project, Mr. Clarke stated that he will follow up with the Commission later this week with an accurate total. Three different accounts were utilized to pay for the project in its entirety.

Vice Mayor Friszolowski discussed the original contract value, previous amounts, and then this Change Order. He does not fully appreciate how the Contractor billed the City for this project, opining that it was not a fair way to conduct business for this type of project. Mr. Rey agreed, stating that a time and materials type of billing is not an ideal way to handle this type of project in the City.

Motion: Vice Mayor Friszolowski moved, Commissioner Grill seconded, and the motion carried 5-0 to approve Change Order 1 for Boca Ciega Isle Drive Stormwater Improvements with Rowland, Inc. in the amount of \$251,527.41.

b. Reclaimed Water Lateral Line Repairs

Mr. Clarke provided an overview of the replacement program. The pricing is reasonable, costing approximately \$2,000 to \$2,500 per lateral. The goal is to conduct the reclaimed replacement, then resurface the road once complete.

Motion: Commissioner Graus moved, Vice Mayor Friszolowski seconded, and the motion carried 5-0 to approve the utilization of the existing On-Call Civil & Large Pipeline Contractor Services Agreement for failing reclaimed water service line repairs & replacements in an amount not to exceed the annual Reclaimed Water – Capital Improvements budget availability until September 30, 2021, including one additional one-year extension thereafter.

c. Caladesi Fire Station 23 Bunk Room Job Ordering Contracting (JOC) Proposal

Mr. Clarke discussed the upgrade to Fire Station 23 to include upgrading to the sleeping quarters as well as alterations to the HVAC, electrical, fire alarm and fire sprinkler systems.

Motion: Commissioner Pletcher moved, Commissioner Graus seconded, and the motion carried 5-0 to approve the price proposal under the Pinellas County Job Order Contracting Contract with Caladesi Construction Company in the amount of \$125,458.95 for renovations to the Fire Station 23 bunk rooms.

d. Rowland Emergency Sewer Repairs Authorization

Mr. Clarke discussed the current contract with Rowland for the Wastewater System Point Repairs. Approval of this item will authorize this Agreement for current and future expenses related to as needed emergency repairs to the City's Sanitary Sewer System; however, will not exceed budgeted funds.

Motion: Commissioner Grill moved, Commissioner Graus seconded, and the motion carried 5-0 to approve the utilization of the existing Wastewater System Point Repairs Services Agreement for emergency sanitary sewer repairs in an amount not to exceed the annual Wastewater Professional & Contractual budget availability until September 30, 2021.

e. St. Pete Beach Water Threats Analysis

Mr. Clarke discussed the history and timeline of this analysis. This study will provide an analysis for short-term and long-term solutions.

Mayor Johnson questioned the need for four firms. Mr. Clarke stated that three of the firms are familiar with the City and this area and can use the data they already have. Having four firms working together will allow for more brainstorming and collaboration which will benefit the City.

Commissioner Pletcher recognized and appreciated the idea for effective collaborative strategies and questioned if staff was also pursuing information from other municipalities in Florida who have and are going through this type of process. Mr. Clarke stated that staff is continuing to work with other jurisdictions on this topic as well as these companies. Discussion continued on the collaborative efforts of the City and the residents and the ability to maximize the results.

Commissioner Grill questioned the expected timeframe. Mr. Clarke stated that he fully expects to have the information provided by the end of September. In regard to Mr. Grill's question on grant funding, Mr. Clarke and City Manager Rey discussed how having a completed study should put the City in a better position to receive grant funding in the future to complete some of the work.

Betty R., resident, discussed the analysis zones as presented in the Agenda; she asked that the residents of the Don CeSar neighborhood are notified and invited to attend any meeting that the City may have with the engineers completing the study.

Motion: Commissioner Pletcher moved, Vice Mayor Friszolowski seconded, and the motion carried 5-0 to approve the water threats analysis task orders from Cardno, Inc. in the amount of \$49,989.00, Kimley-Horn and Associates, Inc., in the amount of \$49,550.00, Madrid-CPWG, Inc., in the amount of \$49,998.00, and Halff Associates, Inc., in the amount of \$50,000.00.

f. Ratification of Tentative Agreement with the International Association of Firefighters (IAFF) Local 4966

Vince Tenaglia, Assistant City Manager, discussed the negotiation process. He stated that both parties were successful in reaching an agreement on a new contract which includes key changes to salary and pension. Wages in fiscal year 20 continued with the step plan, fiscal year 21 continued with the step plan and a 2.5 percent increase in gross wages, and fiscal year 22 will continue with the step plan and a .4 percent gross wage increase. Effective next fiscal year, FY 2022, the City funded benefit multiplier will increase from 2.25 to 2.75 with members continuing to fund an additional multiplier from 2.75 to 3.4 at their own expense.

Commissioner Pletcher questioned the uniqueness of the City funded and differential. Mr. Tenaglia agreed that the members funding the difference between 2.75 and 3.4 is unique; however, the members wish to continue doing so. Discussion ensued regarding the unfunded liability and the actuarial impact; further discussion will continue at the April 29th budget workshop.

Motion: Vice Mayor Friszolowski moved, Commissioner Graus seconded, and the motion carried 5-

0 to approve authorization to ratify the tentative agreement reached with the International Association of Firefighters (IAFF) Local 4966.

5. ORDINANCES

a. First Reading Ordinance 2021-10: Fire Pension Multiplier

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, PROVIDING FOR INCREASE IN THE CITY FUNDED BASE MULTIPLIER; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Motion: Vice Mayor Friszolowski moved, Commissioner Graus seconded, and the motion carried 5-0 to approve the first reading of Ordinance 2021-10.

Motion: Commissioner Pletcher moved, Commissioner Grill seconded, and the motion carried 5-0 to adopt Ordinance 2021-07.

6. RESOLUTIONS

a. Resolution 2021-04: Miramar Conditional Use Permit

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING THE REDEVELOPMENT OF THE MIRAMAR RESORT AT A HEIGHT GREATER THAN 50 FEET AND A DENSITY GREATER THAN 30 UNITS PER ACRE, WHICH INCLUDES 15 UNITS FROM THE BH/C DENSITY POOL AND A ROOFTOP BAR.

b. Final Reading Ordinance 2021-04: Miramar Resort

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, PROVIDING FOR THE ALLOCATION OF 15 UNITS OF TEMPORARY LODGING DENSITY UNDER THE PROVISIONS OF THE BOUTIQUE HOTEL/CONDO TEMPORARY LODGING UNIT DENSITY POOL, AS ESTABLISHED IN THE CITY OF ST. PETE BEACH COMPREHENSIVE PLAN, TO PROPERTY LOCATED AT 4200 GULF BOULEVARD (MIRAMAR RESORT); PROVIDING FOR CONFLICTS, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

All those wishing to address the City Commission were duly sworn.

The Commission discussed any ex-parte communication on this topic with all Commissioners acknowledging discussions and emails with various residents related to this topic over the last couple of months.

Wesley Wright, Community Development Director, discussed both Resolution 2021-04 and Ordinance 2021-04 together. A copy of the presentation is made a part of the minutes. Since the Commission meeting on February 10th, the applicant has withdrawn the valet program and the variance request. A revised site plan was displayed along with the February 10th site plan to show a side-by-side comparison of the changes made.

If Ordinance 2021-04 is approved to allow the Applicant to utilize fifteen units from the density pool, there will still be 110 units remaining. Mr. Wright discussed the allocation of temporary lodging units to be evaluated by the City Commission on a merit basis to include, but not be limited to, the provision of public benefits such as:

1. Surplus on-site parking to be reserved for the public, and/or public or private multimodal transportation enhancements; applicant has none.
2. Public beach access with an easement made to the City for beachfront properties that are not otherwise

required to provide access, or wider or multiple public beach accesses for properties required to provide access; the Applicant is proposing that the existing beach access located to the south be expanded to 10-feet in width along the southern border of the subject property. A permanent pedestrian access easement will be provided to the City for the portion of this beach access that expands onto the Applicant's property.

3. Additional public art or amenities; staff recommends the Applicant consider incorporating additional public art or amenities into the site plan design.
4. Public boat slips; not applicable
5. Workforce housing; not applicable
6. Integration of additional green building principles, or other principles such as wellness, into new development or redevelopment projects; the Applicant is proposing to incorporate at least two of the eight energy and environmental design features into the construction project. Other emerging green building standards, and other certifications for building design such as wellness, may be considered in lieu of the criteria listed in the Land Development Code (LDC).
7. For Gulf-front properties not otherwise required to provide such, an unimproved public access easement landward of the mean high-water line; the Applicant is proposing to dedicate to the City an unimproved public access easement landward of the mean high-water line for the portion of their private property which extends to said line. This unimproved public access easement shall be a minimum of 10 feet in width and run north and south.
8. Additional landscaping above and beyond existing LDC requirements; staff recommends the Applicant consider incorporating additional landscaping, above and beyond the minimum code requirements, into the site plan design.
9. Other public benefits proposed by citizens or the Applicant at community meetings, which may be considered by the City Commission; staff recommends the applicant consider incorporating free meeting room space for homeowner association groups to benefit the citizens of St. Pete Beach.

Mr. Wright stated that staff is recommending approval for the following conditional uses:

1. The new temporary lodging use to exceed 50 feet in height
2. A density greater than 30 units per acre
3. To allocate additional units from the B/HC density pool
4. A roof dining and/or drinking area

Granting the request will not adversely affect the public interest and would be generally compatible with adjacent properties and other properties in the district provided that the conditions as proposed by staff are adhered to. If the Conditional Use is granted by the City Commission, the Application should be subject to the following conditions:

1. The number of temporary lodging units permitted on the subject property shall be contingent on final action on companion Ordinance 2021-04 which allocates up to fifteen temporary lodging units from the Boutique Hotel/Condo Density Pool to the subject property. Any temporary lodging units awarded from the density pool shall be returned to the pool should a building permit not be obtained within one year of the date of the passage of companion Ordinance 2021-04, or should "continual construction" as defined in Division 2 of the Land Development Code (LDC) cease, unless extended by Resolution of the City Commission;
2. Should the subject property receive fewer than the 54 temporary lodging units sought through this Conditional Use Permit and companion Ordinance 2021-04, the floor area ratio (FAR) of the structure shall be reduced in compliance with the equation listed in LDC Section 46.6 (c);
3. The structure's temporary lodging unit FAR shall be based on the whole-unit density awarded from the density pool to the property when combined with base conditional density, rather than any fractional

maximum;

4. The conceptual site plan submittal to accompany this Application shall be substantially the same as the final site plan presented to the City. Any major deviations, as determined by the City Manager at his own discretion, may result in the loss of the conditional use approval;
5. The existing sidewalk along the Gulf Boulevard frontage of 4200 Gulf Blvd shall be removed and replaced at the Applicant's expense to accommodate a ten-foot-wide sidewalk that allows for safe, unobstructed, and efficient pedestrian flow in front of the property. Any portion of the ten-foot sidewalk that extends into the subject property shall be provided to the City as a permanent public pedestrian access easement. The owner shall provide a cost estimate for the sidewalk and letter of credit or bond to the City prior to issuance of any site plan approval for this request, and the sidewalk shall be installed prior to issuance of a Certificate of Occupancy for the subject development. The City, at its discretion, will determine when the sidewalk expansion work will commence. The owner agrees to provide an electrical utility easement, if necessary, for the electrical undergrounding project;
6. The Applicant shall submit a unified landscaping plan reflecting, at the time of submittal of the final site plan which meets or exceeds the landscape shown in the conceptual site plan;
7. If viable, the existing public beach access located adjacent the subject property to the south shall be expanded to a minimum of ten (10) feet in total width along the entirety of the southern portion of the subject property between Gulf Blvd and the beach. A permanent pedestrian access easement shall be supplied to the City for the portion of this beach access that expands onto the Applicant's property, and the easement shall be approved by the City Attorney prior to the issuance of any site plan approval associated with this request;
8. The Applicant shall dedicate to the City an unimproved public access easement landward of the mean high-water line for any portion of private property which extends to said line. This unimproved public access easement shall be a minimum of 10 feet in width. This unimproved public access easement shall be dedicated to the City prior to the issuance of any site plan approval for the redevelopment. The form and contents of the public access easement shall be acceptable to the City Attorney;
9. The Applicant shall provide a pedestrian pathway that links the expanded front sidewalk with the front of the building. The pathway shall be constructed with a distinctive and visually appealing paving pattern such as pavers or stamped concrete, and the design shall be approved by the Community Development Department prior to site plan approval;
10. A minimum of ten bicycle and/or scooter parking spaces shall be installed in a location near the front entryway to the building, and shall be located so as to not cause conflicts with drive lanes or pedestrian access;
11. The Applicant is required to design and construct, in accordance with the requirements of the Florida Department of Environmental Protection, a dune on any portions of the Gulf-front property where no dunes exists. Additionally, any portions of the Gulf-front property where there is an existing dune or where such proposed development would alter any portion of the dune, the Applicant shall file a plan in accordance with the requirements of the Florida Department of Environmental Protection for dune restoration. Any new design or restoration of the dune system shall be completed prior to the issuance of a certificate of occupancy;
12. All vehicular use areas viewable from adjacent property shall be screened in accordance with the landscaping standards of LDC Sec. 22.7(b), with interior landscaping provided in accordance with LDC Sec. 22.7(c)&(d). The expanded pedestrian beach walkway specified in condition #8 may be credited toward the required width of the landscaping buffer located along the southern end of the site. However, under no circumstance shall the landscape portion of said buffer be reduced below three (3) feet in width, unless the parking is screened by an intervening structure such as a fence or wall. When hardship exists, interior landscaped areas of the site can be consolidated and/or relocated with the approval of the Community Development Department, but under no circumstances shall the total required area of interior landscaped areas be reduced below the total required for the site;

13. All amplified music shall come from the onsite installed equipment and speakers. Amplified music will have no bass. Live music or bands shall be prohibited on the dining deck and rooftop area. The Music Level Limits (dBA) shall not exceed the following levels:

- Rooftop Location: 83 dBA between (7:00 a.m. – 10:00 p.m.),
73 dBA between (10:00 p.m. – 11:00 p.m.),
50 dBA between (11:00 p.m. – 1:00 a.m.), and
No amplified music after 1:00 a.m.

The Sound Level Limitations outlined in Section 46-132 are in addition to the limits set above;

14. Construction of the temporary lodging use shall incorporate at least two (2) of the eight (8) energy and environmental design features listed in LDC Sec. 39.9 as are appropriate to this use. Other emerging green building standards, and other certifications for building design such as wellness, may be considered in lieu of those listed following review and approval by the Community Development Department;
15. All impact fees and the wastewater connection fees, as may be applicable to this project at the time of building permit issuance, shall be collected prior to issuance of any building permit approval associated with this subject development. The density and intensity of the existing use at this site may be credited against the collection of any new impact fees if provided for in the law regulating such fee(s);
16. Concurrency Management Statements shall be submitted for potable water, sanitary sewer, solid waste, transportation facilities, and stormwater, and a Transportation Management Plan shall be submitted, prior to building permit approval. Approval of these statements and plan shall take place prior to issuance of any site plan associated with this request;
17. Any violation of these conditions shall entitle the City Commission to modify or revoke the Conditional Use Permit.

Mayor Johnson is pleased to see the dunes incorporated into the conditions.

Vice Mayor Friszolowski discussed Condition 7 as it relates to the beach walk on the south side; he wants to make certain that there is a legal easement that is 10-feet wide; he would like to remove the words “if viable” from Condition 7. Overall he is pleased with the changes made and encourages more landscape along Gulf Boulevard.

Commissioner Grill discussed the parking for the site and redevelopment versus new development seeing as this is a tear down rebuild.

Concerns were expressed regarding traffic pileup along Gulf Boulevard; City Manager Rey reminded the Commission that they can add more conditions at this time before approval to make anything a requirement to alleviate concerns.

Attorney Dickman specifically discussed Conditions 7 and 8 as they go hand in hand. He drafted conditions 7 and 8 to read:

7. The existing public beach access located adjacent the subject property to the south shall be expanded to approximately ten feet in width along the entirety of the southern portion of the subject property from Gulf Boulevard to the water mark determined in Condition 8 herein. A permanent pedestrian access easement shall be supplied to the City for the portion of this beach access that expands onto the Applicant’s property and water mark determined in Condition 8 herein, and the easement shall be approved by the City Attorney prior to the issuance of any site plan approval associated with this request.

8. The Applicant shall dedicate to the City an unimproved public access easement on the sandy beach landward of the mean high-water line, high watermark, or existing watermark, whichever is determined to achieve the intent of this condition, for any portion of private property which extends to said line. This unimproved public

access easement shall be a minimum of 10-feet in width. This unimproved public access easement shall be dedicated to the City prior to the issuance of any site plan approval for the redevelopment. The form and contents of the public access easement shall be acceptable to the City Attorney.

Brian Sykes, Attorney for the Applicant, discussed the easement. He stated it is the Applicant's intent to provide public access and dedicate 3-feet of easement for length of property. It is unclear, at this time, who owns the norther part along the sandy beach; he and the Applicant are continuing to work on that.

Istran Peteranecz, Architect for the project, discussed the parking concerns mentioned by the Commission. He also addressed the setback and height questions.

Patrick Roberson, Landscape Architect for the project, discussed the landscaping along Gulf Boulevard. Once the undergrounding takes place, larger palm trees can be planted.

The following people spoke in opposition of the project:

- Deborah S.
- Robert F.
- Colleen M.
- Tom B.

The following individual spoke in favor of the project:

- Rob C.

Attorney Dickman addressed the comment regarding parking lot definition. He stated that the definition for parking lot is irrelevant to tonight's project, this is a property and the project is a defined use in the Code.

Commissioner Grill asked to discuss the definition of height and measurements. Mr. Rey stated that measuring for height starts with the Base Flood Elevation (BFE). At BFE there are no other uses than parking; the building is essentially on stilts for the first 9 feet. There is one foot of freeboard after the BFE as required; this starts the measurement of height for the building. The height of the building is not started at ground level; this is a consistent form of measurement.

Attorney Dickman discussed the comments regarding additional landscaping. In Condition 4, language will be added to say that "additional enhanced landscaping shall be required wherever possible. Enhanced landscaping shall be installed upon completion of the undergrounding of power lines along Gulf Boulevard in front of the subject property".

Commissioner Pletcher is concerned about approving this project when there are many concerns regarding parking and off-site available parking. She opined the project does not have enough parking for the restaurant and hotel guests.

Kevin Boden, Applicant, discussed the concerns regarding parking. He is comfortable that there will not be any issues with parking and discussed his other hotel at Madeira Beach and the parking there.

Motion: Commissioner Graus moved, Commissioner Grill seconded, and the motion carried 5-0 to adopt Resolution 2021-04 with the conditions outlined by staff and the changes made to Conditions 4, 7, and 8 as read by the Attorney.

Motion: Vice Mayor Friszolowski moved, Commissioner Pletcher seconded, and the motion carried 5-0 to adopt Ordinance 2021-04.

c. Resolution 2021-10: Moratorium Pass-A-Grille Overlay

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, ESTABLISHING A TEMPORARY MORATORIUM FOR A PERIOD OF 180 DAYS FROM THE EFFECTIVE DATE OF THIS RESOLUTION OF THE ACCEPTANCE, REVIEW AND APPROVAL OF ANY DEVELOPMENT PERMITS, AS THE TERM IS DEFINED IN FLORIDA STATUTES SECTION 163.3164(16), FOR ONLY THOSE WATERFRONT PROPERTIES LOCATED WITHIN THE PASS-A-GRILLE OVERLAY ZONING DISTRICT, THAT IMPLEMENT RESIDENTIAL REAR AND SIDE YARD SETBACK LAND DEVELOPMENT CODES OF THE PASS-A-GRILLE OVERLAY ZONING DISTRICT, TO DETERMINE THE CORRECT CALCULATION OF SAID SETBACKS AND MAKE AMENDMENTS TO THE LAND DEVELOPMENT CODE, IF NECESSARY; AND PROVIDING AN EFFECTIVE DATE.

This Resolution was drafted to address the concerns as mentioned at the last Commission meeting.

Commissioner Pletcher confirmed that this only affects the overlay, not the underlay.

Commissioner Grill questioned if there were any projects already in queue; Mr. Wright confirmed there are not any projects pending.

Motion: Vice Mayor Friszolowski moved, Commissioner Pletcher seconded, and the motion carried 5-0 to adopt Resolution 2021-10.

7. ITEMS FOR DISCUSSION

No items.

8. CITY CLERK, CITY MANAGER, CITY ATTORNEY AND CITY COMMISSION REPORTS

Attorney Dickman—discussed the memorandum he handed out prior to the meeting; a copy of this memo is made a part of the minutes. The memorandum addresses the allocation of City funds for legal services and the hourly rate of the City Attorney, Assistant City Attorney, and other key members of this litigation team. He is requesting the hourly rate for the City Attorney increase from \$220 an hour to \$225 an hour, the hourly rate for Matthew McConnell, Assistant City Attorney increase from \$165 an hour to \$180 an hour, and an increase for Ody Dickman, from \$185 an hour to \$190 an hour. If the Commission agrees, he asked that a motion is made authorizing the Mayor to sign the new retainer agreement.

Going forward, Commissioner Grill asked for comparison rates, to the best of staff's ability, regarding legal services. Attorney Dickman will obtain some information for other city attorneys and provide that to the Commission.

Motion: Commissioner Pletcher moved, Commissioner Graus seconded, and the motion carried 5-0 to approve the changes to the hourly rates as identified and authorize the Mayor to sign.

Mayor Johnson adjourned the meeting at 9:54 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ALAN JOHNSON
MAYOR

DRAFT
City Commission Meeting
Budget Workshop
April 29, 2021
10:00 a.m.

ELECTED OFFICIALS PRESENT:

Alan Johnson, Mayor
Ward Friszolowski, Vice Mayor, Commissioner, District 3
Chris Graus, Commissioner, District 1
Mark Grill, Commissioner, District 2
Melinda Pletcher, Commissioner, District 4

STAFF PRESENT:

Alex Rey, City Manager
Amber LaRowe, City Clerk
Vince Tenaglia, Assistant City Manager
Mike Clarke, Public Works Director
Michelle Gonzalez, Transportation and Parking Director
Betcinda Kettells, Library Director
Jim Kilpatrick, Fire Chief
Jennifer McMahon, Parks and Recreation Director
Wesley Wright, Community Development Director

Mayor Johnson called the meeting to order at 10:07 a.m. followed by the Pledge of Allegiance.

1. FISCAL YEAR 2022 BUDGET WORKSHOP DISCUSSION

Vince Tenaglia, Assistant City Manager, gave a presentation to the Commission to discuss several key points for the upcoming fiscal year. He touched on the current financial position of several funds as well as the fund balance, pensions, various revenue sources, State funding, and other impact fees.

Minimum wage legislation discussion was had. The Legislative requirement is a minimum wage of \$10/hour beginning FY 2022 and increasing by one dollar every year thereafter to a \$15/hour minimum wage effective FY 2027. Competitive market rates, pay plan compression and contractual agreements were mentioned.

Policy Based Budget Requests Discussion:

- Law Enforcement
 - Additional Community Policing Deputy; eliminate beach patrol during peak season; a net cost increase of \$51K
- Technology Investments
 - Enterprise software system for integration/upgrade for HR, payroll, procurement; costs range \$50,000 to \$250,000 depending on vendor and how robust the system is
 - Electronic Plans Review for Building; estimated cost \$25,000
 - Digital Records; Clerk's Office for digitization of historical records; estimated \$250,000 but can be managed and spaced out over a span of time

Mayor Johnson recessed the Budget Workshop meeting at 12:45 p.m. for lunch.

Mayor Johnson reconvened the Budget Workshop meeting at 1:30 p.m.

- Business Incentives (\$50,000)
 - Matching grants for beautification

- Loans for small businesses to meet Code
 - Holiday décor contests
- Parks and Recreation Accreditation (\$50,000)
- Freebee Expansion
 - Expand to 75th Avenue with no net financial impact due to reduced Pinellas Suncoast Transit Authority (PSTA) Central Avenue Trolley (CAT) Services
 - BRT service reduces the PSTA CAT Service

Vice Mayor Friszolowski requested a report on traffic issues in the City; Ms. Gonzalez will send to the Commission.

Strategic Partnerships Discussion:

- Shared Transportation and Technology Resources-Treasure Island Pending Agreement
- Interagency Efficiencies Report-Fire Service
- St. John Vianney Catholic School Partnership
- Special Assessments
 - Brightwater Beach Estates Undergrounding

Capital Improvement Plan Discussion:

- Roadway budget street repaving plan
- Gulf Winds Drive/Boca Ciega Drive four alternatives
 - \$10.3M complete streets project
 - \$3.7M complete streets “light” project
 - \$865K full depth reclamation
 - \$570K standard resurfacing
 - Various traffic calming, right-of-way, beautification, and improvements for pedestrian and bicycle mobility were discussed
- Street name sign upgrades
 - Current budget - \$185K; requires Commission direction on expenditure

Commissioner Pletcher discussed the street name sign upgrades and the process on how this became a budgeted item. She opined that, since the contract has been awarded, the City should proceed. The Historic Board approved this direction for the City and overall beautification.

Commissioner Pletcher exited the meeting at 3:21 p.m.

- School zone Blind Pass Road
 - FDOT Road
 - Consider making a school zone
 - School Board is responsible entity to make request to FDOT

Discussion on various ideas in regard to the traffic backup for Gulf Beaches Elementary and how to resolve. The Commission agreed that these concerns need to be discussed with the School Board; the next meeting of the Board is May 24th.

- West Corey Vision; transportation impact fees can be utilized for funding - \$262K balance
- Seawall replacement program
- Dune crossover replacement schedule for FY 22
- Facilities improvements

- Fire Station 22
- Public Works campus
 - HVACT upgrade
 - Electric upgrade
 - Window replacement
 - Exterior improvements
 - Security
 - Yard expansion
 - Locker room
 - Upstairs upgrades
 - Mechanic bay
 - Office space
 - Sustainability improvements
- Community Center and Public Restrooms
- Sanitary Sewer Plan
- Reclaimed Water lateral replacement

The Commission was very pleased with the overall presentation and FY22 Budget direction for the City and complimented all staff. A copy of the presentation is made a part of the minutes.

Mayor Johnson adjourned the meeting at 5:04 p.m.

MINUTES APPROVED:

AMBER LAROWE
CITY CLERK

ALAN JOHNSON
MAYOR

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Decorative Street Sign Unit Price Agreement

Date: May 25, 2021

Prepared By: Kathy Kapusta, Procurement Manager

Through: Vincent Tenaglia, Assistant City Manager

Summary of Issue: The City received one sealed bid with unit prices for Decorative Street Sign furnishing and installation on November 6, 2020. After a review of the bid package submitted and the bid tabulation, Eagle Sign & Design's bid was determined to meet the City's requirements.

This Agreement will allow the City to replace street signs throughout the City with updated decorative signs. Staff is requesting authorization of expenditures per the unit price bid proposal from Eagle Sign & Design for Decorative Street Signage not to exceed the FY21 budget of \$185,000. This project will replace the signage for the Pass-A-Grille, Corey Avenue, and future City signage to the extent of the budget amount.

Funding: CIP-Decorative Street Signage
301-8000-590-0019

Requested Motion: I move to authorize expenditures based on the unit price bid proposal from Eagle Sign & Design for Decorative Street Signs not to exceed the \$185,000.

Attachments:

1. Decorative Signs Agreement
2. Bid-Eagle Sign & Design
3. Decorative Street Sign Line Item Cost

CITY OF ST. PETE BEACH, FLORIDA
PURCHASE AGREEMENT

DECORATIVE STREET SIGN UNIT PRICE

This is an Agreement (the "Agreement") entered into by and between the City of St. Pete Beach (hereinafter "City") and Eagle Sign & Design (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

WHEREAS, City desires to purchase from Vendor the goods or services described in this Agreement.

WHEREAS, Vendor is in the business of providing the goods or services described herein, and has submitted an appropriate proposal to the City to provide the same.

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

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records, Chapter 119, Florida Statutes. Vendor shall abide by the legal requirements referenced above and in Exhibit A. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
3. Employment Eligibility, the Vendor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.
 - a. Vendor agrees to comply with all applicable portions of Fla. Stat. 448.095. Vendor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.
 - b. Subcontractors (i) Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of

this Agreement; (ii) Subcontractors shall provide Vendor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Vendor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

c. Vendor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notices of Vendor's E-Verify number.

d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Vendor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Vendor, the Vendor may not be awarded a public agreement for a period of one (1) year after date of termination.

4. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.

5. Vendor shall deliver the goods, or provide the services, described herein no later than three years from contract execution ("completion date").

6. This Agreement will remain in effect for a period of three (3) years from the Effective Date, with the option to renew for three additional 1-year periods.

7. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 4 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

8. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor as per the Unit Prices listed in the Bid Schedule, as full consideration for goods or services provided in this Agreement and more specifically in Exhibit B.

9. Vendor fully warrants the title to any and all goods provided hereunder and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to the City a bill of sale absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.

10. Vendor expressly warrants that all goods delivered hereunder are of merchantable quality and fit for the purpose for which the City has purchased the same. Vendor further warrants that any defects in the goods shall be properly repaired by Vendor for a period of 18 months from final delivery ("guarantee period"), including all parts and labor associated with said repairs.

11. City reserves the right to reject any defective goods, notwithstanding City's payment of the purchase price provided herein.

12. Vendor fully warrants that all services and/or goods provided herein have been provided in a good and workmanlike manner. Vendor guarantees said services for a period of 18 months from the date of final performance. Vendor shall provide all labor and materials necessary to repair any defective workmanship reported to Vendor within said guarantee period.

13. This Agreement may be canceled by the City when:

- a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
- b. Sub-standard or non-performance of Agreement.
- c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Vendor.

13. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Vendor.

14. Vendor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.

15. To the extent that this Agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Vendor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

16. In consideration of the payment of ten dollars as part of the above purchase price, Vendor shall indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance

of this Agreement, whether caused in part by the City or not.

17. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

18. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement may be modified only in writing executed by all parties. This Agreement shall be construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida.

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

- a. Florida public records law (Exhibit "A")
- b. Vendor's proposal (Exhibit "B")
- c. RFB (Exhibit "C")

20. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

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

22. Any and all notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Vendor:

Eagle Sign & Design
Attn: John Shircliffe
4239 Earnings Way
New Albany, IN 47150

As to City:

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

23. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict.

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

25. This Agreement may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

[SIGNATURE PAGE TO FOLLOW]

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

Eagle Sign & Design

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Andrew Dickman
City Attorney

Amber LaRowe
City Clerk

EXHIBIT “A”

Florida Public Records Law

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

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

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

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

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

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

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

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

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

EXHIBIT “B”

(Place Vendor’s Proposal behind this page)

EXHIBIT “C”

(Place RFB behind this page)



**City of St Pete Beach
Request for Bid
Decorative Street Sign Unit Price 2020
November 6, 2020**

Kathy Kapusta
Procurement Manager
155 Corey Ave.
St. Pete Beach, FL 33706

Kathy,

Following is our proposal for designing, manufacturing and installing decorative street signs and posts for the City of St. Pete Beach.

Eagle Sign & Design is a full service sign manufacturer specializing in custom signage and plaques for communities, organizations, parks and developments. We have a 30,000 sf manufacturing facility in southern Indiana where we produce high end quality signs, plaques and accessories that includes a non-ferrous foundry, fabrication shop, print shop, powder coat system and urethane wet spray paint operations. Eagle Sign & Design has been in business since 1995 designing, manufacturing and installing products all across the country.

Eagle Sign & Design has been specializing in custom decorative street signs since the 1990's and has worked with hundreds of communities across the country to meet their specific needs in design and budget. We have included a preliminary design to consider but will work with you guys to come up with the perfect design if awarded the bid.

Our proposed design options are made of components that can be assembled on site for ease of shipping, installing, maintaining and replacing damaged parts as needed from vehicular or weather related damage. Our street sign design is engineered to withstand Category I – 135 mph hurricane winds and if signs are damaged from excessive winds or flying debris they can easily be replaced without replacing the entire unit. All hardware is high strength stainless steel resistant to corrosion.

We are presenting two street sign options: the premium option is 3/4" thick cast aluminum – a less expensive option is 1/4" thick sheet aluminum – both with powder coated finish and DOT approved engineer grade reflective vinyl graphics. Street names will be 6" tall to meet DOT (Manual on Uniform Traffic Control Devices) Standards for roadways with 35mph to 55mph speed limits.



Also included is a cast aluminum scroll bracket that will be welded to the street name sign and mounting bracket. Our Traffic Control Sign Frame design includes a ¼" x 1 ½" solid aluminum trim with a .080 aluminum backer and mounting brackets – all welded together with powder coat finish. The post, base and cap will be all aluminum as specified on you RFB with a powder coated finish. See attached concept and detail drawings.

Following is a breakdown of the individual component costs to better understand how we calculated our total bid along with references and numerous examples of our work over the years to show our expertise in all aspects needed to take on this contract. Thanks again for the opportunity and please let me know if you have any questions or need additional information.

Sincerely,

John Shircliffe
Project Manager

Eagle Sign & Design References

Sunday, November 01, 2020

Project Name	Amount	Contact Name	Phone Number	Project Description
City of Villa Hills, KY	\$ 55,000.00	Derick "Buck" Yelton	859-393-6917	Custom Street Signs & Decorative Posts
City of Lynnview, KY	\$ 31,000.00	David Pearl	502-966-4086	Custom Street Signs & Decorative Posts
City of Greenwood, SC	\$ 34,000.00	Josh Skinner	843-323-5235	Custom Street Signs & Decorative Posts
Texas Historical Commission	\$ 298,000.00	Bob Brinkman	512 463 8769	Cast Aluminum Historical Markers
Georgia Historical Commission	\$ 52,000.00	Elyse Butler	912-651-2125	Cast Aluminum Historical Markers
City of Indian Hills, KY	\$ 126,000.00	Jim Graven	502-552-4250	Custom Street Signs & Decorative Posts
City of Troy, MI	\$ 89,000.00	Russell Bragg	248-619-7658	Custom Memorial Sculpture & Site Work
Arlington National Cemetery	\$ 70,000.00	CW3 Gump, Howard R II	703-614-7127	Custom Cast Aluminum Signs & Posts
City of Idaho Falls	\$ 84,000.00	Greg Weitzel	208-612-8482	Aluminum Park Signs & Posts



City of St Pete Beach

Street Sign & Traffic Sign Component Prices

STREET SIGN WITH SCROLL OPTIONS:

Option one:

1/4" Thick Sheet Aluminum	\$ 347.00
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Option two:

3/4" Thick Cast Aluminum	\$ 477.00
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STREET SIGN AND TRAFFIC SIGN POSTS

4" Fluted Post - 15 ft	\$ 183.00
4" Fluted Post - 13 ft	\$ 163.00
Cast aluminum fluted post base	\$ 168.00
Cast aluminum post caps	\$ 32.00

TRAFFIC CONTROL SIGNS

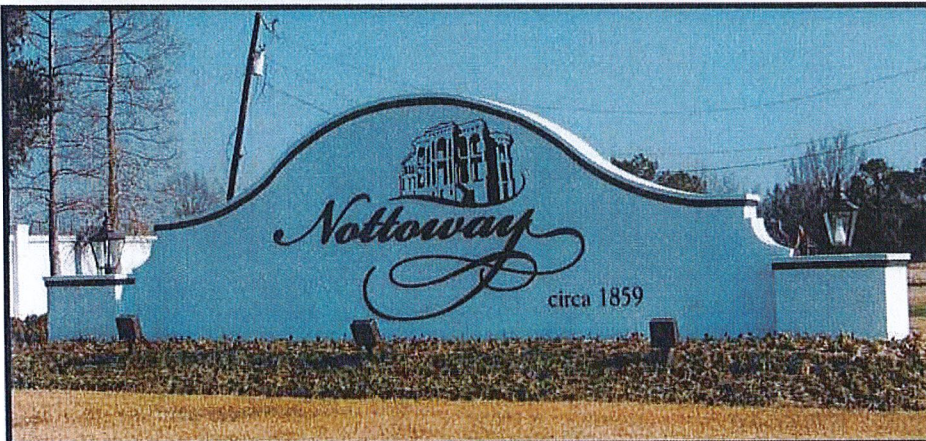
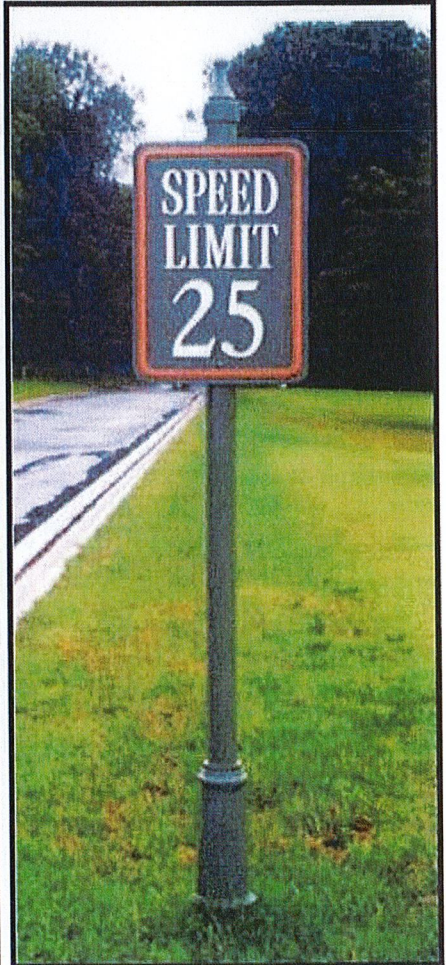
30" Stop signs	\$ 98.00
30" Stop sign frames	\$ 158.00
24" x 30" Speed limit signs	\$ 98.00
24" x 30" Sign frames	\$ 158.00
18" x 24" Traffic signs	\$ 86.00
18" x 24" Sign frames	\$ 142.00
12" x 18" Traffic signs	\$ 67.00
12" x 18" Sign frames	\$ 133.00

INSTALLATION & REMOVE

Street Sign Unit	\$185
Traffic Control Sign Unit	\$155

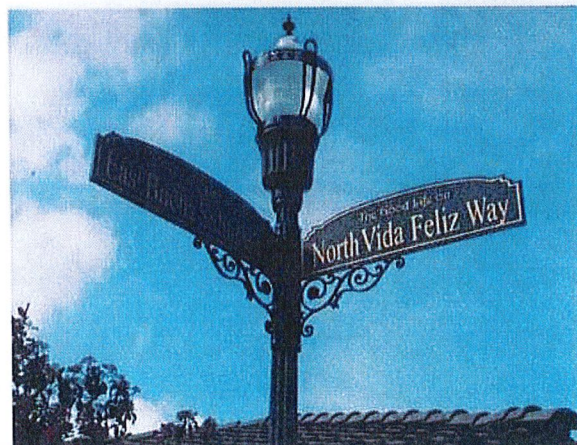
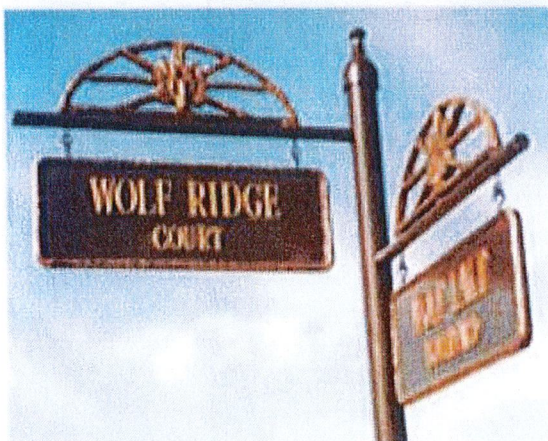
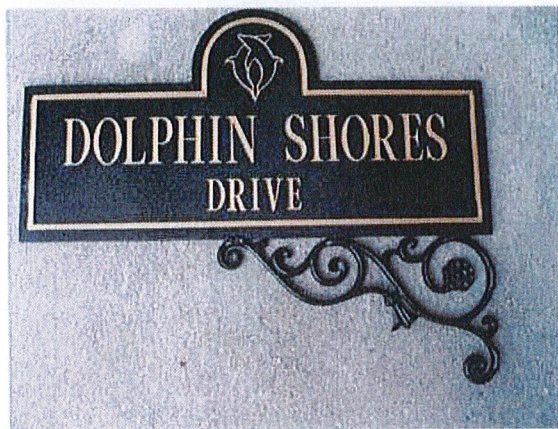
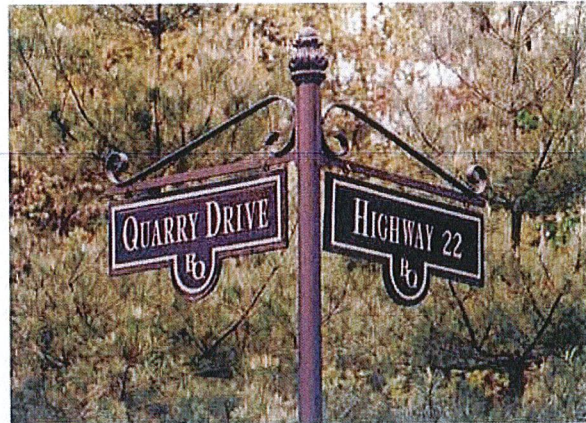
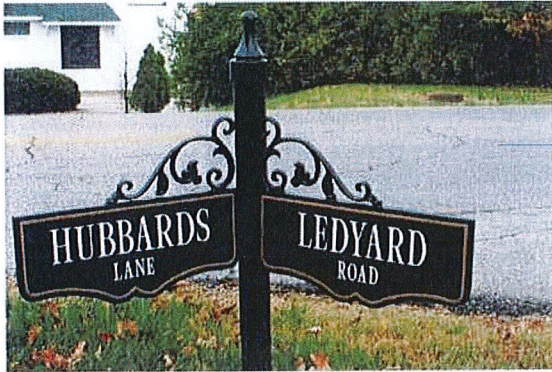
OTHER COSTS

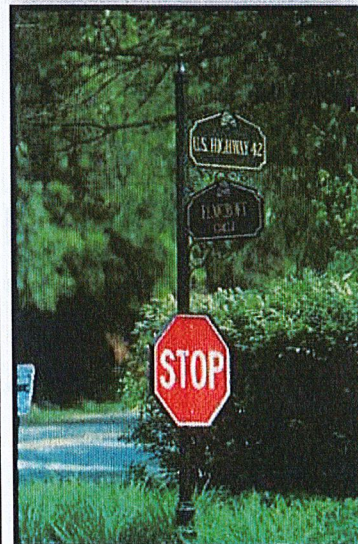
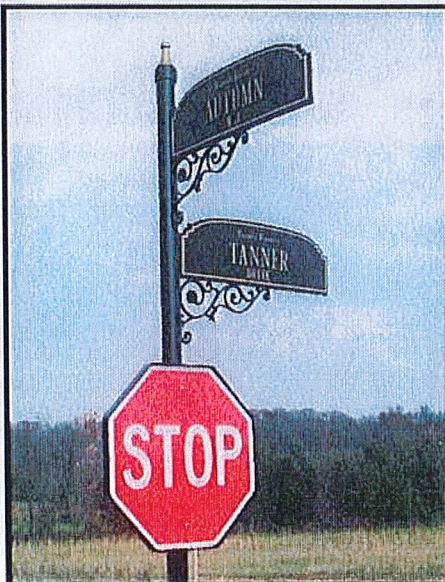
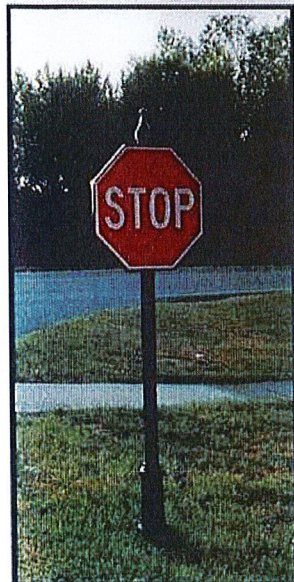
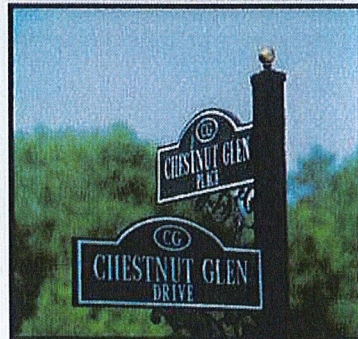
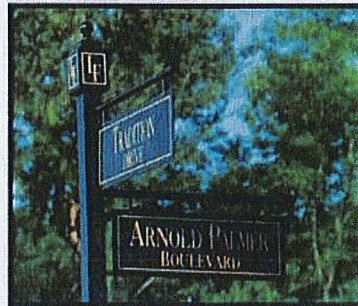
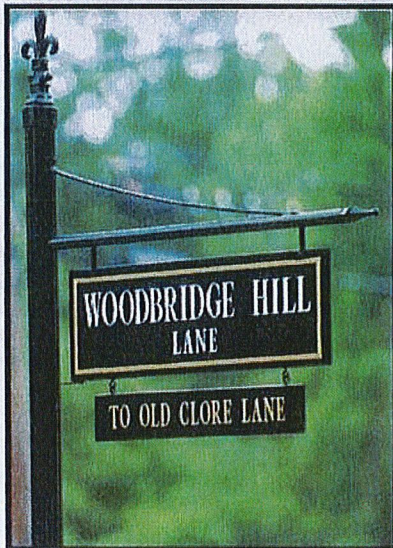
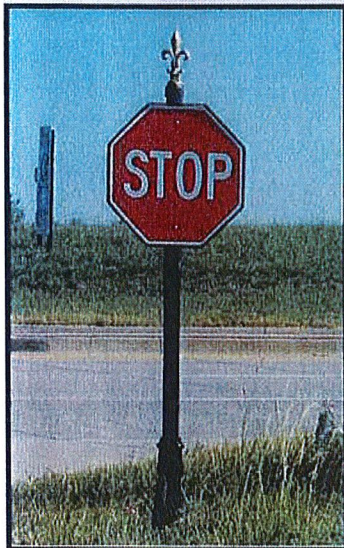
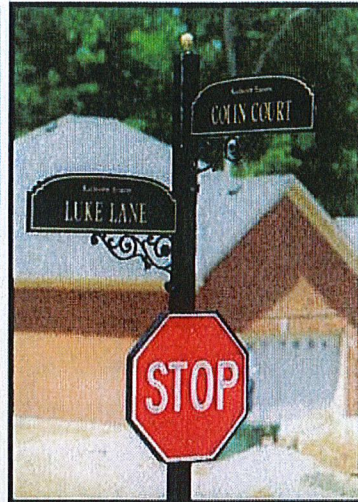
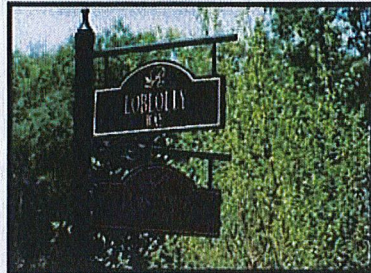
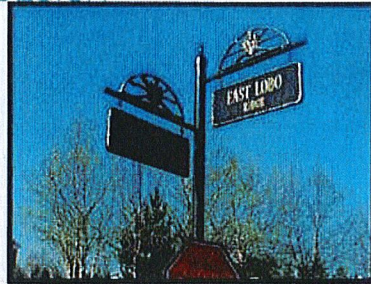
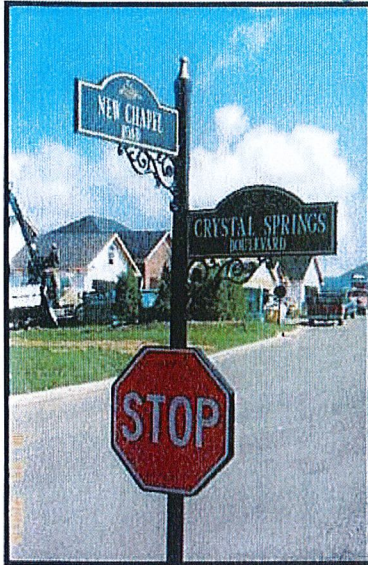
Shipping estimates for complete BID	\$ 13,650.00
Engineering Fees	\$4,500





EAGLE SIGN
& DESIGN

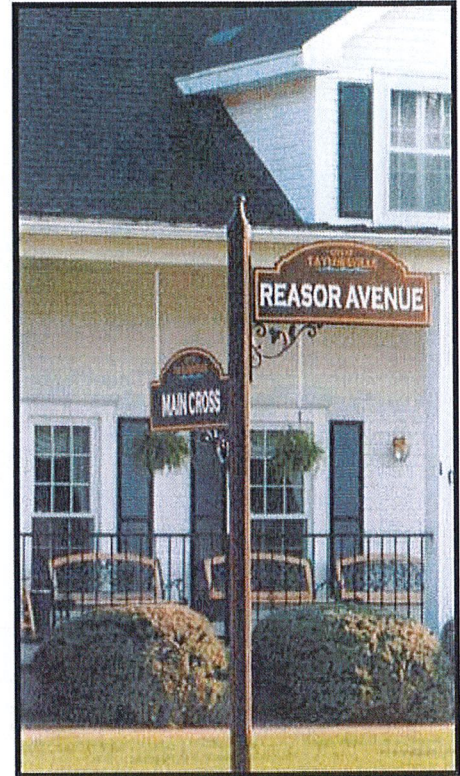




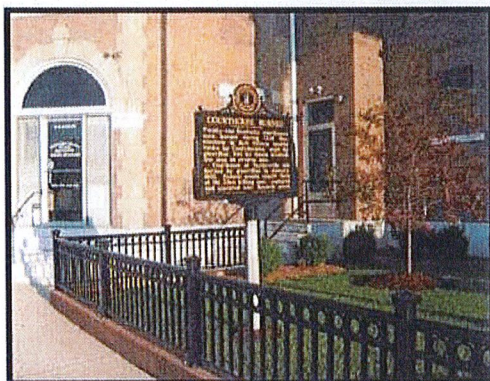
We can make your community a showplace!



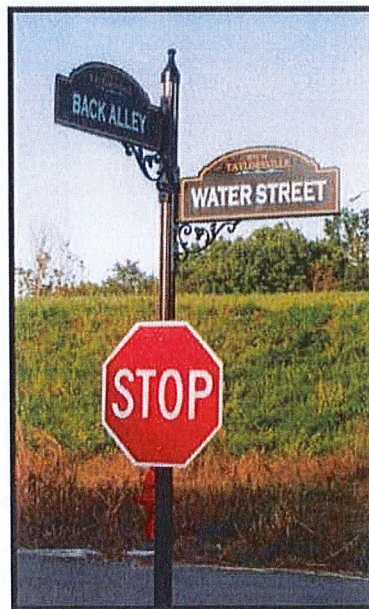
Entrance Signs



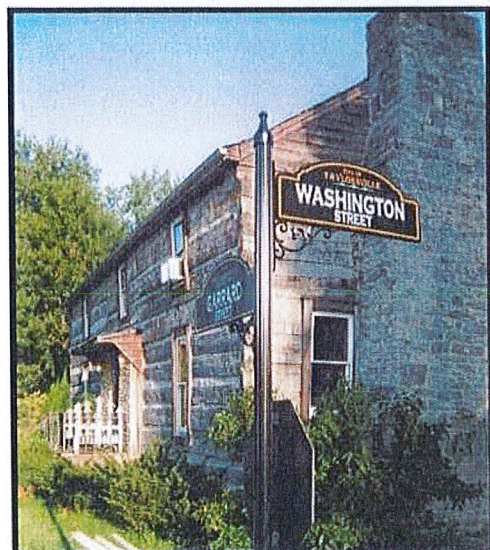
Neighborhoods



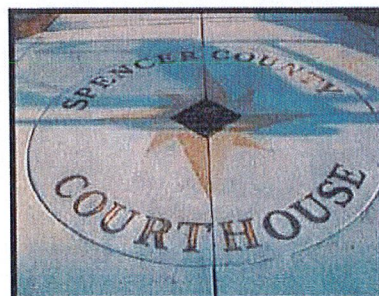
Decorative Fencing



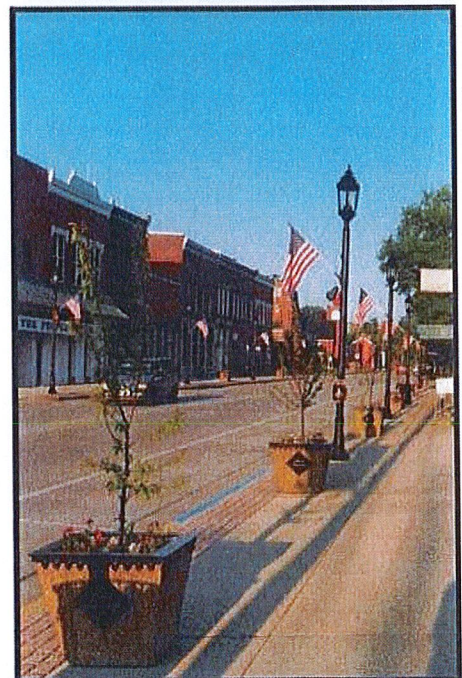
Traffic Control



Historic Districts



Inlay Bronze

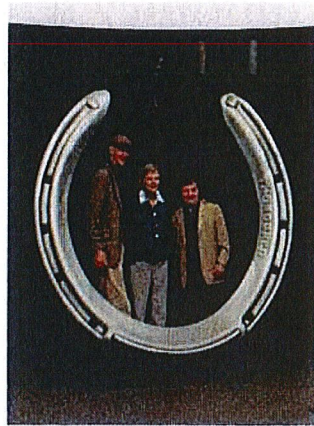


Streetscapes

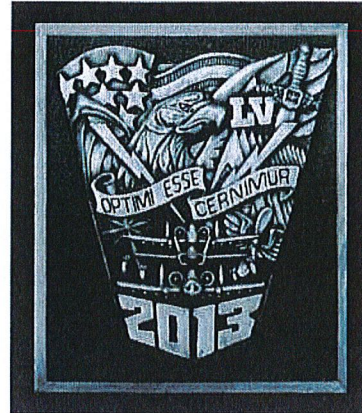
Custom Designs



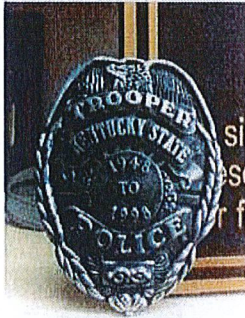
Civil Rights Marker Project



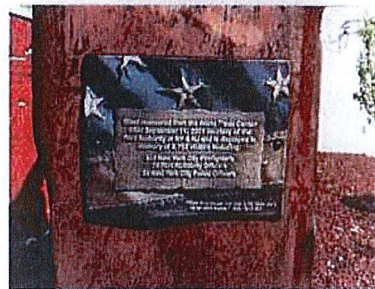
Worlds Largest Horseshoe



Air Force Academy Graduates



Kentucky State Police Memorial



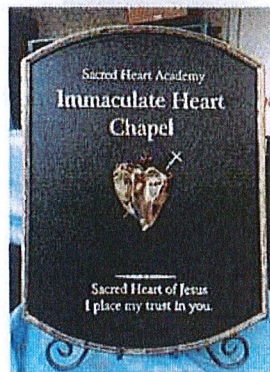
911 Memorial



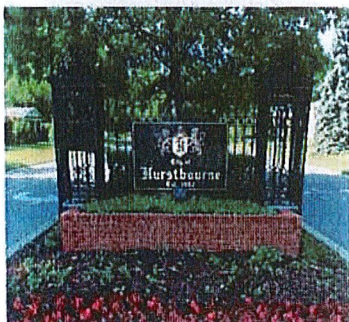
Cave Hill Cemetery Memorial



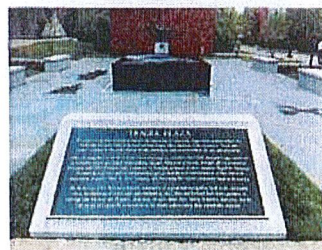
Arabian Equestrian Awards



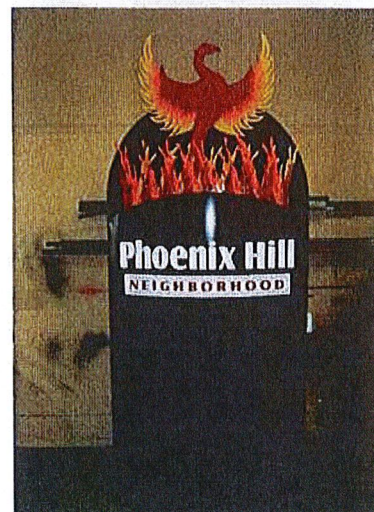
Sacred Heart Chapel Project



City of Hurstbourne Entryway



University of Louisville Plaza

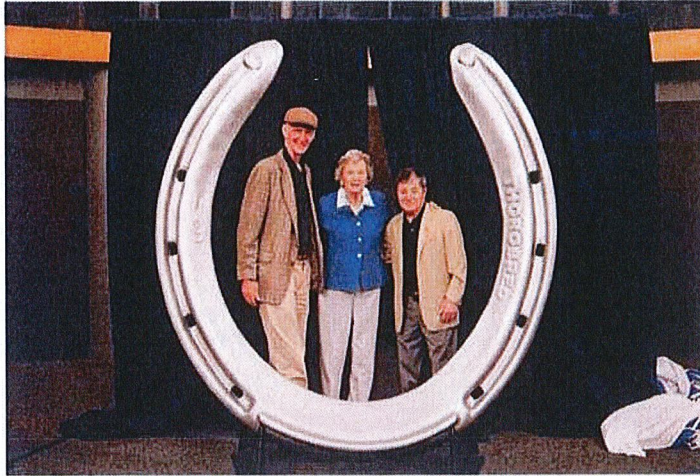


Phoenix Hill Neighborhood Memorial



EAGLE SIGN
& DESIGN

Guinness World Record Horseshoe



Penny Chenery, Owner of the Triple Crown Winner Secretariat

Exact replica of Secretariat's horseshoe being fabricated
Now in the Guinness Book of World Records as the largest Horseshoe

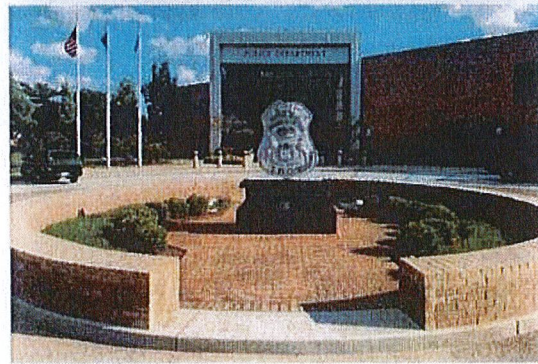
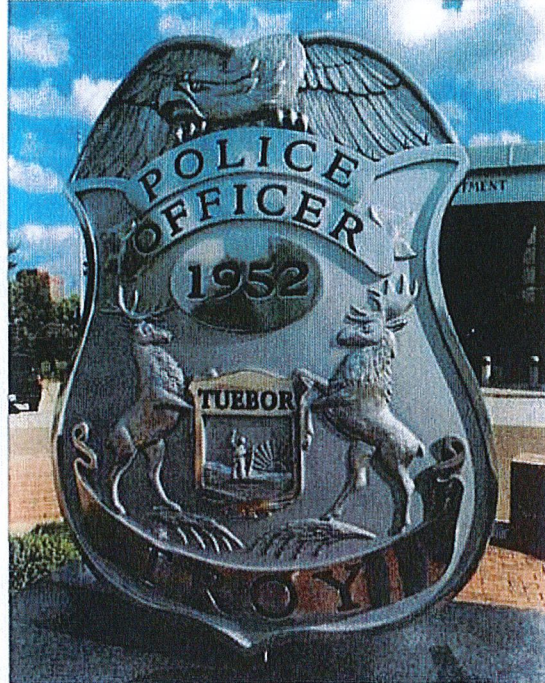
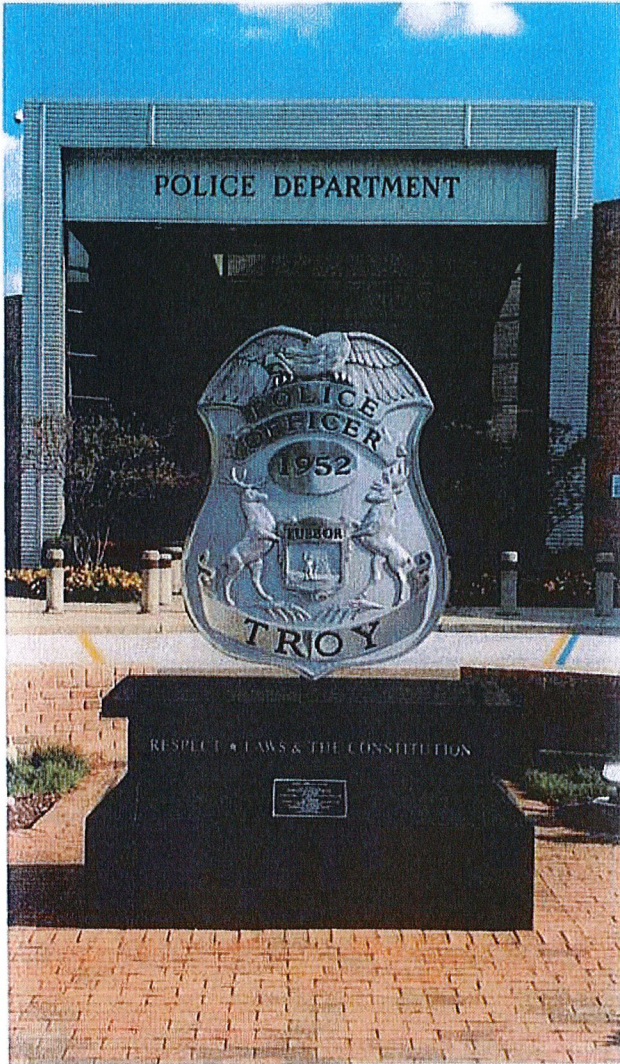


Photo of actual horseshoe from Secretariat - replicated by Eagle Sign & Design



Secretariat's horseshoe being fabricated at Eagle Sign & Design

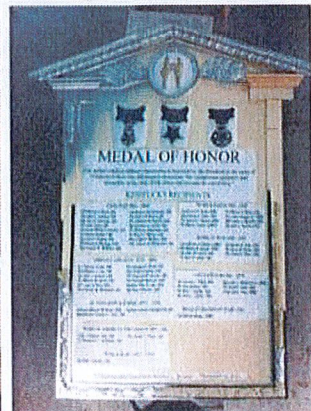
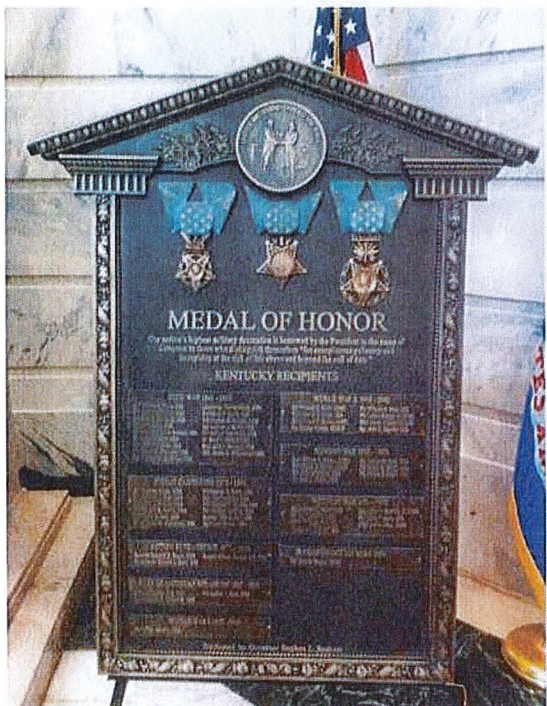
City of Troy, Michigan – Police Memorial





State of Kentucky Capital Building Renovation and Medal of Honor Recipients Plaque

Starting in 2011 Eagle Sign & Design was commissioned to create a dedication plaque commemorating the 100th anniversary of the Kentucky State Capital Building. This project led to the commission of the Kentucky Medal of Honor Plaque project recognizing all Kentucky Medal of Honor recipients. The project required coordination with many federal and state officials for content along with artist and craftsmen for design and installation.



Goldenrod from the Taylorsville Lake Wildlife Management Area - near the dam

Molds were pulled from existing elements in the Capitol to match border and original Kentucky Seal

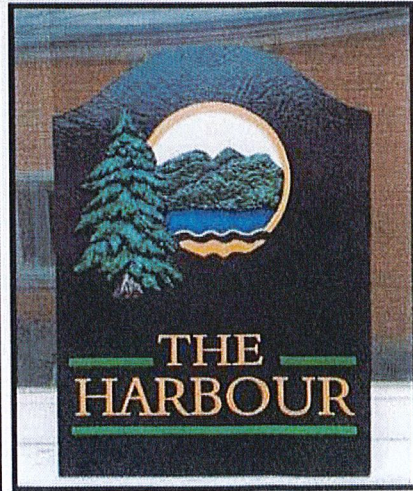
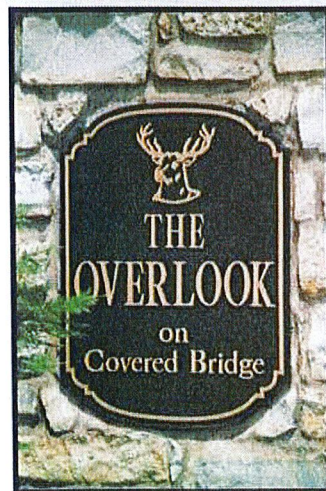
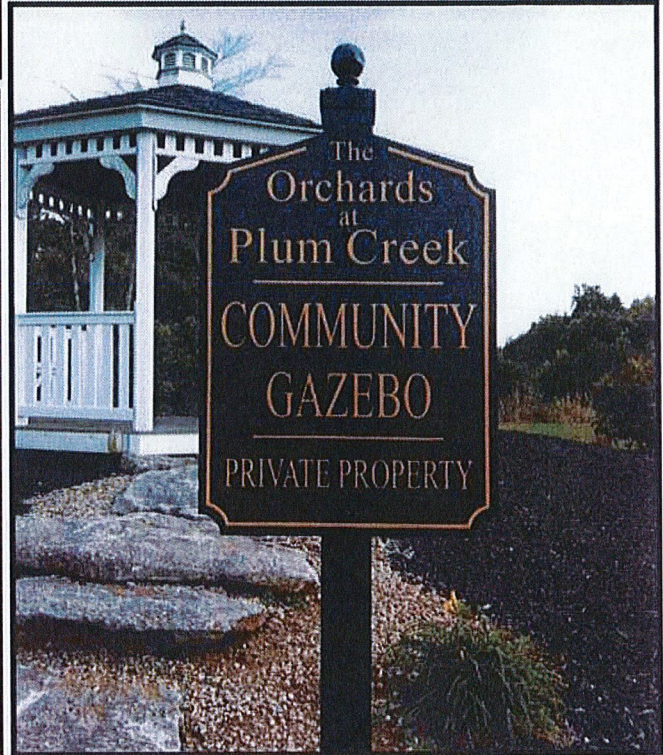
The plaque was unveiled for the Governor, Senate and House in 2012 and is proudly on display in the newly renovated Capitol Rotunda.

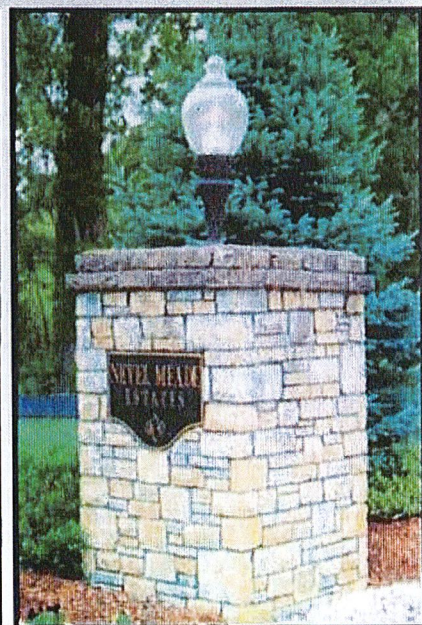
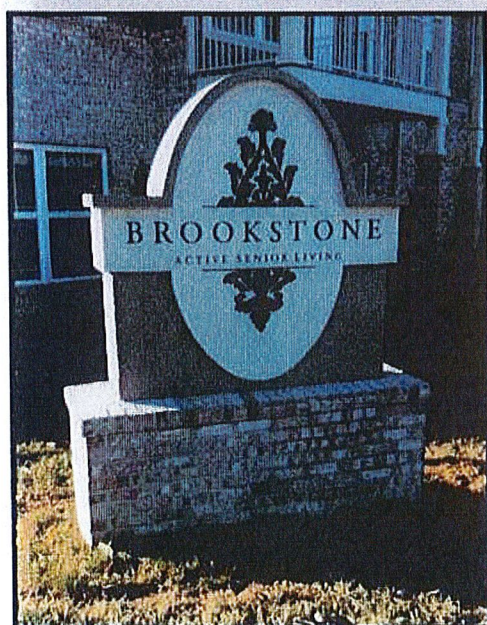
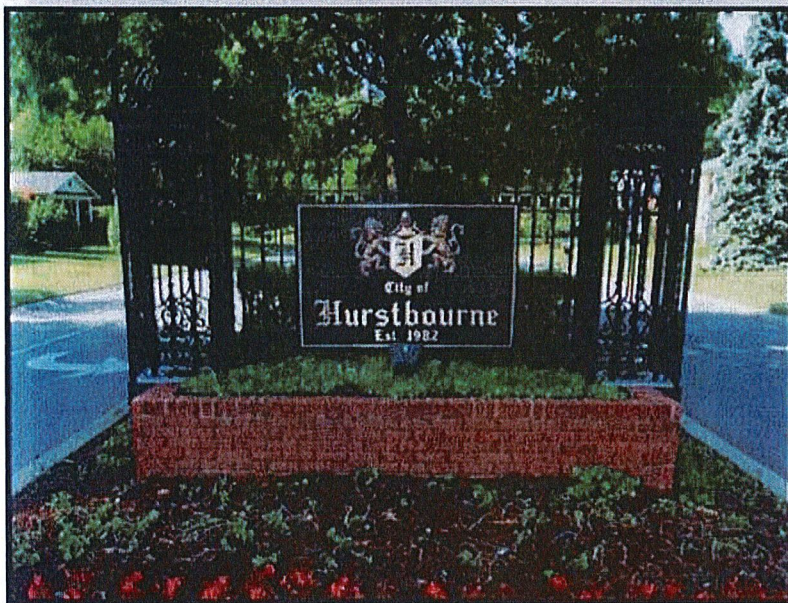
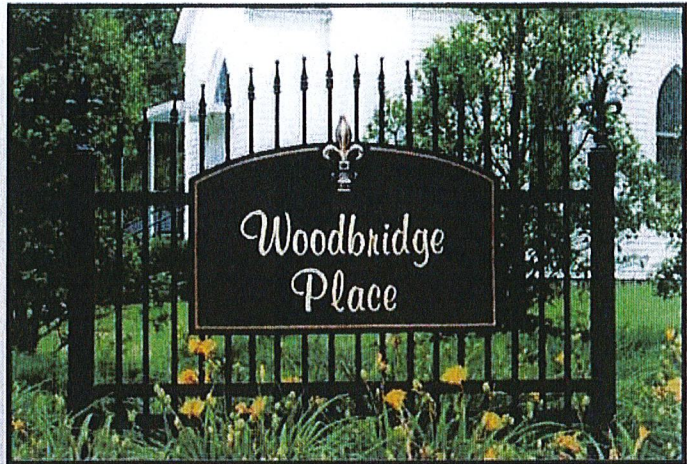
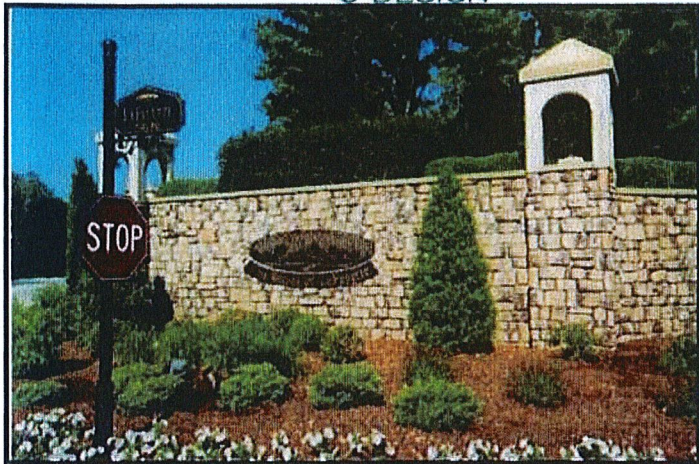
U.S. Air Force Academy, Colorado

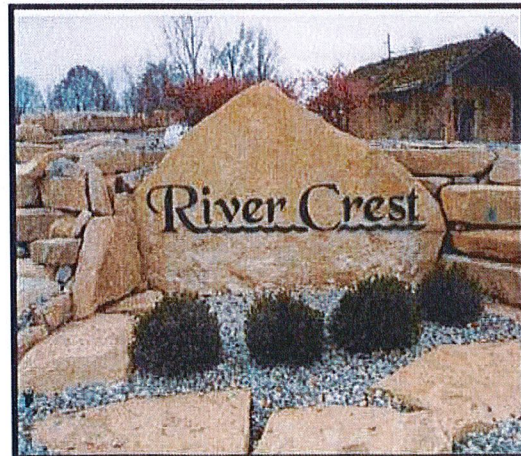
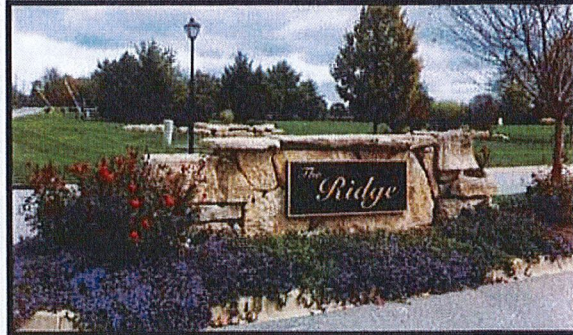
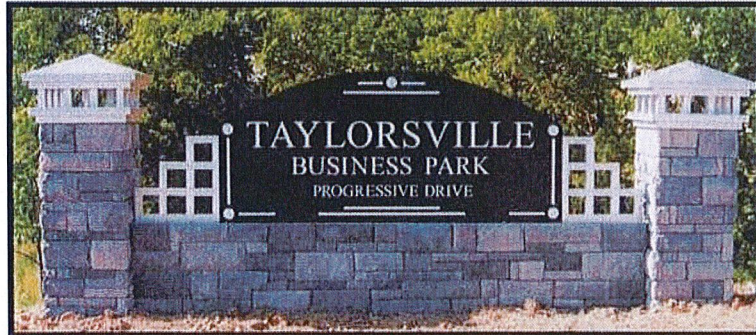
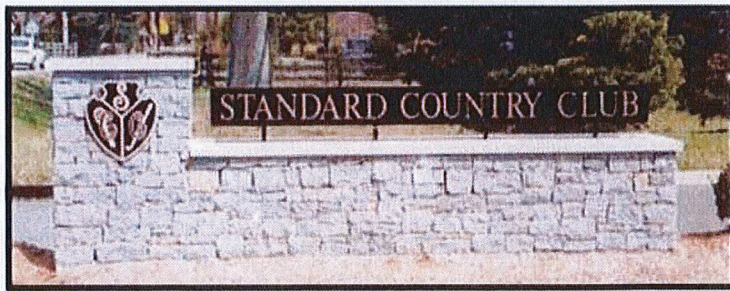
For the past four years Eagle Sign & Design has worked with artist Jim Nance to provide highly crafted, sculpted relief plaques for the Air Force Academy in Colorado. These include Annual Class Plaques, Mission Plaques, Dedication Plaques and more.



This ongoing project requires much back and forth with military staff, federal officials, artist and craftsmen to assure we get it right the first time – and we always have!







II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in **Decorative Street Signs**.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals are named herein, and that no other person than herein mentioned has any interest in the Bid or in the Agreement to be entered into; that this Bid or Agreement is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that they have examined the site of the work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Plans and Specifications for the work and Contract Documents relative thereto, and have read all special provisions furnished prior to the opening of bids; and that they have satisfied themselves relative to the materials to be supplied and work to be performed.

The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for "**Decorative Street Sign Unit Price 2020**" in St. Pete Beach, Florida, in full and complete accordance with the shown noted, described, and reasonably intended requirements of the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of the City of St. Pete Beach, Florida.

The successful bidder shall be required to utilize the template Agreement in this Request for Bids (RFB) and any questions regarding the Agreement must be addressed during the RFB process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

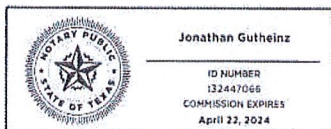
The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach "**Decorative Street Sign Unit Price 2020**".

COMPANY: EAGLE SIGN & DESIGN DATE: 11-4-20
ADDRESS: 4239 EARNINGS WAY PHONE: 502-561-0007
NEW ALBANY IN 47117
BIDDER: John Wayne Shircliffe NAME: JOHN SHIRCLIFFE PROJECT MGR
(SIGNATURE) (PRINT NAME & TITLE)

STATE OF Texas
COUNTY OF Tarrant

The foregoing instrument was sworn to _____ subscribed, and acknowledged before me
by means of ☐ physical presence or ☒ online notarization, this 4th day of
November, 2020, by John Shircliffe, who is personally
known to me or has produced Driver's License as identification.

(SEAL)



Jonathan Gutheinz
Notary Public – State of Texas

Jonathan Gutheinz
(Print, Type, Stamp, or Commissioned
Name of Notary Public)

Notarized online using audio-video communication

SUBMIT BID TO:

OFFICE OF THE CITY CLERK, CITY OF ST. PETE BEACH
155 COREY AVENUE, ST. PETE BEACH, FLORIDA 33706

OPTION ONE

EAGLE SIGN + DESIGN - SHEET ALUMINUM OPTION

III. FEE SCHEDULE

Decorative Street Sign Unit Price

Provide unit prices to provide all materials, as described in this Request for Bids and as attached. The City of St. Pete Beach has the sole authority to select the bid which is in the best interest of the City. Only one award shall be made.

Item	Description of Materials and Service	Units	Est. Quantity	Unit Price	Total
1	Supply & Install Fully Assembled Decorative STOP Sign with Two Street Name Flags (see detail #1)	EA	250	\$1563-	\$390750
2	Supply & Install Fully Assembled Decorative STOP Sign with One Street Name Flags (see detail #2)	EA	70	\$1216-	\$85120
3	Supply & Install Fully Assembled Decorative STOP Sign with No Street Name Flags (see detail #3)	EA	50	\$849-	\$42450
4	Supply Only Fully Assembled Decorative STOP Sign with Two Street Name Flags	EA	5	\$1378-	\$6890-
5	Supply Only Fully Assembled Decorative STOP Sign with One Street Name Flags	EA	5	\$1031-	\$5155-
6	Supply Only Fully Assembled Decorative STOP Sign with No Street Name Flags	EA	5	\$664-	\$3320
7	Supply & Install Fully Assembled Decorative Speed Limit Sign	EA	50	\$849-	\$42450
8	Supply Only Fully Assembled Decorative Speed Limit Sign	EA	5	\$664-	\$3320-
9	Supply & Install Fully Assembled Decorative Yield Sign	EA	25	\$849-	\$21225
10	Supply Only Fully Assembled Decorative Yield Sign	EA	5	\$664-	\$3320-
11	Supply Split Aluminum Base for 4" round pole, size 36.25" Tall x 4" ID, color satin black, hardware included	EA	5	\$193-	\$965-
12	Supply 1" SQ aluminum tube frame and solid aluminum .080 backer for 30" x 30" stop signs, including 2 welded 4" back clamp, color satin black	EA	5	\$279-	\$1395
13	Supply 1" SQ aluminum tube frame and solid aluminum .080 backer for 30" x 24" speed limit signs, including 2 welded 4" back clamp, color satin black	EA	5	\$279	\$1395-
14	Supply 1" SQ aluminum tube frame and solid aluminum .080 backer for 30" x 30" yield signs, including 2 welded 4" back clamp, color satin black	EA	5	\$279	\$1395-
15	Supply 1" SQ aluminum tube frame and solid aluminum .080 backer for 12" x 18" street sign, including 2 welded 4" back clamp, color satin black	EA	5	\$225-	\$1125-
16	Supply 4" round acorn finial, include set screw, color satin black	EA	5	\$37-	\$185-
	TOTAL BID PACKAGE				\$610,460

OPTION TWO

EAGLE SIGN & DESIGN - CAST ALUMINUM OPTION

III. FEE SCHEDULE

Decorative Street Sign Unit Price

Provide unit prices to provide all materials, as described in this Request for Bids and as attached. The City of St. Pete Beach has the sole authority to select the bid which is in the best interest of the City. Only one award shall be made.

Item	Description of Materials and Service	Units	Est. Quantity	Unit Price	Total
1	Supply & Install Fully Assembled Decorative STOP Sign with Two Street Name Flags (see detail #1)	EA	250	\$ 1823	\$ 455750
2	Supply & Install Fully Assembled Decorative STOP Sign with One Street Name Flags (see detail #2)	EA	70	\$ 1346	\$ 94220
3	Supply & Install Fully Assembled Decorative STOP Sign with No Street Name Flags (see detail #3)	EA	50	\$ 849	\$ 42450
4	Supply Only Fully Assembled Decorative STOP Sign with Two Street Name Flags	EA	5	\$ 1638	\$ 8190
5	Supply Only Fully Assembled Decorative STOP Sign with One Street Name Flags	EA	5	\$ 1161	\$ 5805
6	Supply Only Fully Assembled Decorative STOP Sign with No Street Name Flags	EA	5	\$ 664	\$ 3320
7	Supply & Install Fully Assembled Decorative Speed Limit Sign	EA	50	\$ 849	\$ 42450
8	Supply Only Fully Assembled Decorative Speed Limit Sign	EA	5	\$ 664	\$ 3320
9	Supply & Install Fully Assembled Decorative Yield Sign	EA	25	\$ 849	\$ 21225
10	Supply Only Fully Assembled Decorative Yield Sign	EA	5	\$ 664	\$ 3320
11	Supply Split Aluminum Base for 4" round pole, size 36.25" Tall x 4" ID, color satin black, hardware included	EA	5	\$ 193	\$ 965
12	Supply 1" SQ aluminum tube frame and solid aluminum .080 backer for 30" x 30" stop signs, including 2 welded 4" back clamp, color satin black	EA	5	\$ 279	\$ 1395
13	Supply 1" SQ aluminum tube frame and solid aluminum .080 backer for 30" x 24" speed limit signs, including 2 welded 4" back clamp, color satin black	EA	5	\$ 279	\$ 1395
14	Supply 1" SQ aluminum tube frame and solid aluminum .080 backer for 30" x 30" yield signs, including 2 welded 4" back clamp, color satin black	EA	5	\$ 279	\$ 1395
15	Supply 1" SQ aluminum tube frame and solid aluminum .080 backer for 12" x 18" street sign, including 2 welded 4" back clamp, color satin black	EA	5	\$ 225	\$ 1125
16	Supply 4" round acorn finial, include set screw, color satin black	EA	5	\$ 37	\$ 185
	TOTAL BID PACKAGE				\$ 686511

IV. GENERAL CONTRACT TERMS

REQUEST FOR BID

Supply and install fully assembled decorative street and traffic signs.

LOCATIONS

The City of St. Pete Beach is soliciting bids from qualified Contractors for a Decorative Street Signs Unit Price Agreement at various locations throughout the City.

BID SUBMITTALS

Bid documents must include a signed/notarized Contractor's Bid Submittal (Page 3), Bid Form, References, Contractor's license and insurance certificates, Public Entity Criminal Affidavit, and Non-Collusion Affidavit.

Sealed bids will be accepted by the City until **November 6, 2020 at 10:00 AM EST (Deadline)**. Any physical bids not received by this deadline will not be accepted – NO EXCEPTIONS. Bid packages must be delivered to the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida, 33706. Physical bids submitted by the Contractor shall include one original, two (2) copies, and an electronic copy (on a USB flash drive) of their total bid documents with their sealed bid package.

Physical Bids should be addressed to: City of St. Pete Beach

City Clerk's Office

155 Corey Ave.

St. Pete Beach, FL 33706

Clearly marked as: **"Decorative Street Sign Unit Price 2020"**

Submissions will be publicly opened and read right after the submittal deadline, all bidders are invited to attend this bid opening

V. REFERENCES & MINIMUM QUALIFICATIONS

Provide at least three (3) or more professional, business references with which you have contracted to provide similar services in the past five (5) years. Include the name of the person, its organization and telephone number, fax number, and e-mail address. Include any governmental agencies, with the same contact and descriptive information for which you have provided similar service within the past five (5) years.

Provide a brief description of the history and capabilities of the firm. Describe the types of projects or services the firm performs/has performed and the dollar value of each. Provide information regarding your firm's ability to complete this project. Demonstrate that the firm's personnel have experience with similar projects.

Identify all unresolved and ongoing claims and disputes against your firm in excess of \$500,000.00. Include any claims against the principals of your firm or any claims your company may have against a third party. Provide a history of litigation, including the outcomes, for the past five (5) years.

The responding firm shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City of St. Pete Beach will apply.

Provide the overall bonding capacity for the company and provide a history of any claims against the bidder's previous bonds for the past five (5) years.

The City shall be the sole final judge of qualifications of bidder to perform service and reserves the exclusive right to accept or reject any bid as it deems to be in the best interests of the City. The City reserves the right to make such investigation, as it deems necessary, to determine the ability of any proposer to perform the work or service requested. Failure to comply with the requirements of this section may be grounds for rejecting a response.

VI. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT - PUBLIC ENTITY CRIMES

PURSUANT TO § 287.133 (3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: City of St. Pete Beach

by: JOHN SHIRCLIFFE, PROJECT MANAGER
(Print individual's name and title)

for: EAGLE SIGN & DESIGN
(Print name of entity submitting sworn statement)

at: 4137 EARNINGS WAY, NEW ALBANY, IN 47117
(Business address)

and (if applicable), its Federal Employer Identification Number (FEIN):

31-1184539
(FEIN)

or, if the entity has no FEIN, include the Social Security Number:

(SSN)

by the individual signing this sworn statement:

John Wayne Shircliffe
(Signature)

2. I understand that a "public entity crime" as defined in § 287.133 (1)(g), Fla. Stat., means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in § 287.133 (1)(b), Fla. Stat., means a finding of guilt or a conviction of public entity crime with or without an adjudication of guilt in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in § 287.133 (1)(a), Fla. Stat., means:
- a. A predecessor or successor of a person convicted of a public entity crime or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under the Arm's Length Agreement, shall be a prima facie case that one (1) person controls another person. A person who

knowingly enters into a joint venture with a person who has been convicted of a public crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

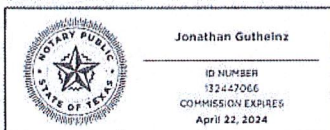
5. I understand that a "person" as defined in § 287.133 (1)(e), Fla. Stat., means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the **statement which I have marked below is true** in relation to the entity submitting this sworn statement (indicate which statement applies).
☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
___ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
___ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF Texas
COUNTY OF Tarrant

The foregoing instrument was sworn to _____, subscribed, and acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 4th day of November _____, 2020, by John Shircliffe, who is personally known to me or has produced _____ as identification.

(SEAL)



Jonathan Gutheinz
Notary Public – State of Texas
Jonathan Gutheinz
(Print, Type, Stamp, or Commissioned Name of Notary Public)

VII. NON-COLLUSION AFFADAVIT

STATE OF IN
COUNTY OF FLORIDA

I state that I JOHN SHIRCLIFFE, PROJECT MGR of EAGLE SIGN & DESIGN,
(Name and Title) (Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. EAGLE SIGN & DESIGN, its affiliates, subsidiaries, officers, director, and employees (Name of Firm) are not currently under investigation, by any governmental agency and have not in the last three (3) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

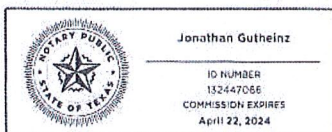
Name of Organization: EAGLE SIGN & DESIGN

Signed By: John Wayne Shircliffe

Print Name: JOHN SHIRCLIFFE

The foregoing instrument was sworn to _____, subscribed, and acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 4th day of November _____, 2020 by John Shircliffe, who is personally known to me or has produced Driver's License as identification.

(SEAL)



Jonathan Gutheinz
Notary Public - State of Texas

Jonathan Gutheinz
(Print, Type, Stamp, or Name of Notary Public)



155 Corey Avenue
St. Pete Beach, FL 33706-1839
www.stpetebeach.org

Addendum 1

Request for Bids

Decorative Street Sign Unit Price 2020

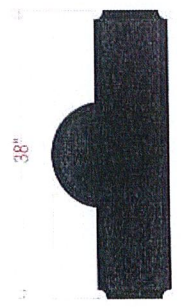
Issued October 28, 2020

Note that this Addendum does not change the bid due date and time as stated in the above referenced RFB. Sealed bids still must be received by 10:00 AM EST on November 6, 2020 in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

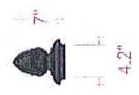
Clarifications on details:

1. At each location, sign height shall comply with the requirements outlined in the latest edition of the Manual on Uniform Traffic Control Devices.
2. On Detail #9: Sign Paddle Dimensions on page 34 of the Request for bids, the vertical height of the 8-inch frame is hereby increased to 11-inch in height to accommodate a 9-inch tall street name sign. All other dimensions of this paddle remain. This change is to accommodate larger font use.

ALUMINUM CASTED SIGN PANEL



4" - ALUMINUM ACORN CAP - 90-4AL



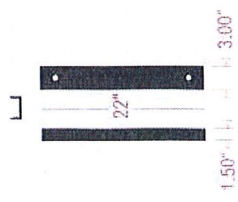
REFLECTIVE VINYL INSERT - DIG PRINT + UV LAMINATE



4" - ALUMINUM BASE - 90-992-4



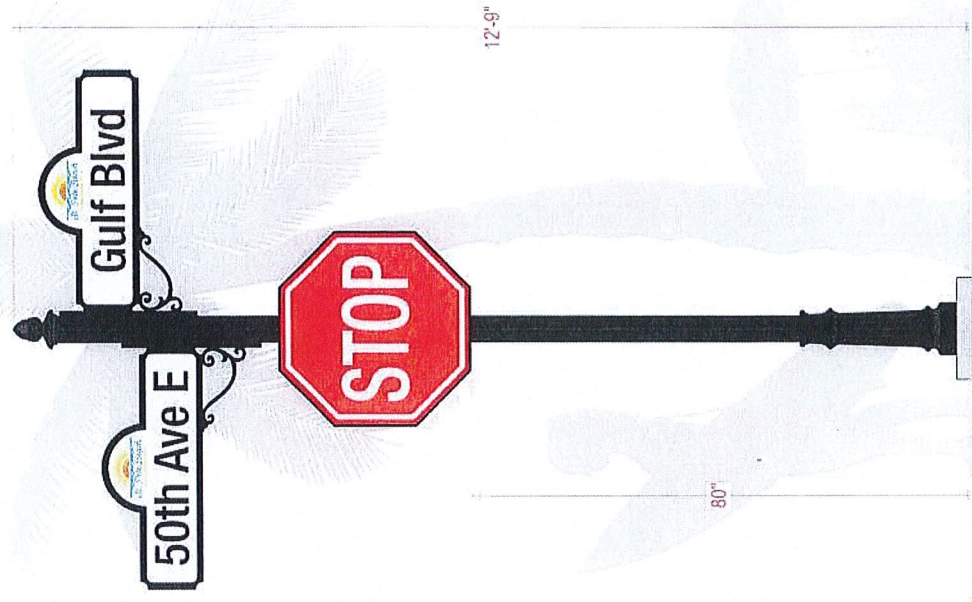
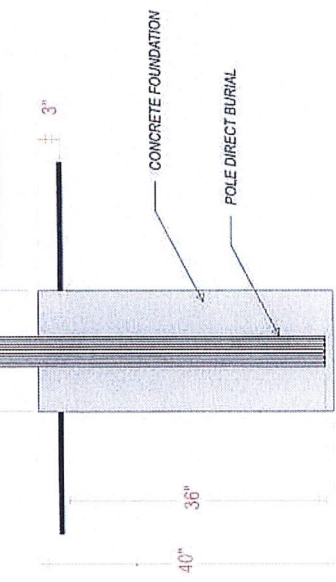
ALUMINUM U-CHANNEL BRACKET



CASTED ALUMINUM SCROLL BRACKET



FOUNDATION DETAILS





888.561.0007
bsigroup.com



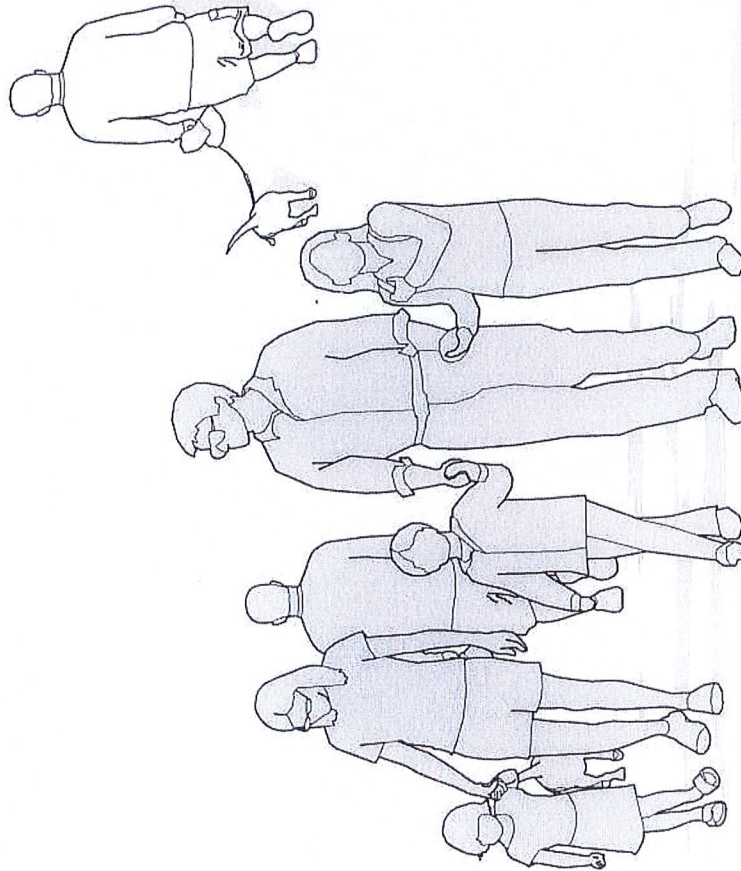
*THIS IS AN ORIGINAL DESIGN CREATED FOR OUR PROPRIETARY USE IN CONNECTION WITH A PROJECT BEING PLANNED FOR YOUR BUSINESS. IT IS NOT TO BE REPRODUCED, COPIED OR EXHIBITED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF BSG GROUP. BSG GROUP RESERVES THE RIGHT TO CHANGE OR REDESIGN ANY DESIGN WITHOUT NOTICE. CREATIVE TIME INVOLVED IN THE PRODUCTION OF THIS DESIGN.

REV: 001 DATE: 10/30/20 ART: Andrew J SALES: John S.

CLIENT SIGNATURE DATE



PLEASE PROOF READ CAREFULLY. THE CUSTOMER IS RESPONSIBLE FOR ANY ERRORS AFTER THE APPROVAL PROCESS.



City of St Pete Beach Street Sign Concepts		REVISIONS	
		MM/DD/YY	REMARKS
		1	
		2	
		3	
		4	
		5	
City of St Pete Beach			
V			



CASTED SIGN DETAILS		BSG B SIGN GROUP		City of St Pete Beach		REVISIONS	
						NO. / DATE	REMARKS
						1	10/1/11
						2	10/1/11
						3	10/1/11
						4	10/1/11
						5	10/1/11

10 A

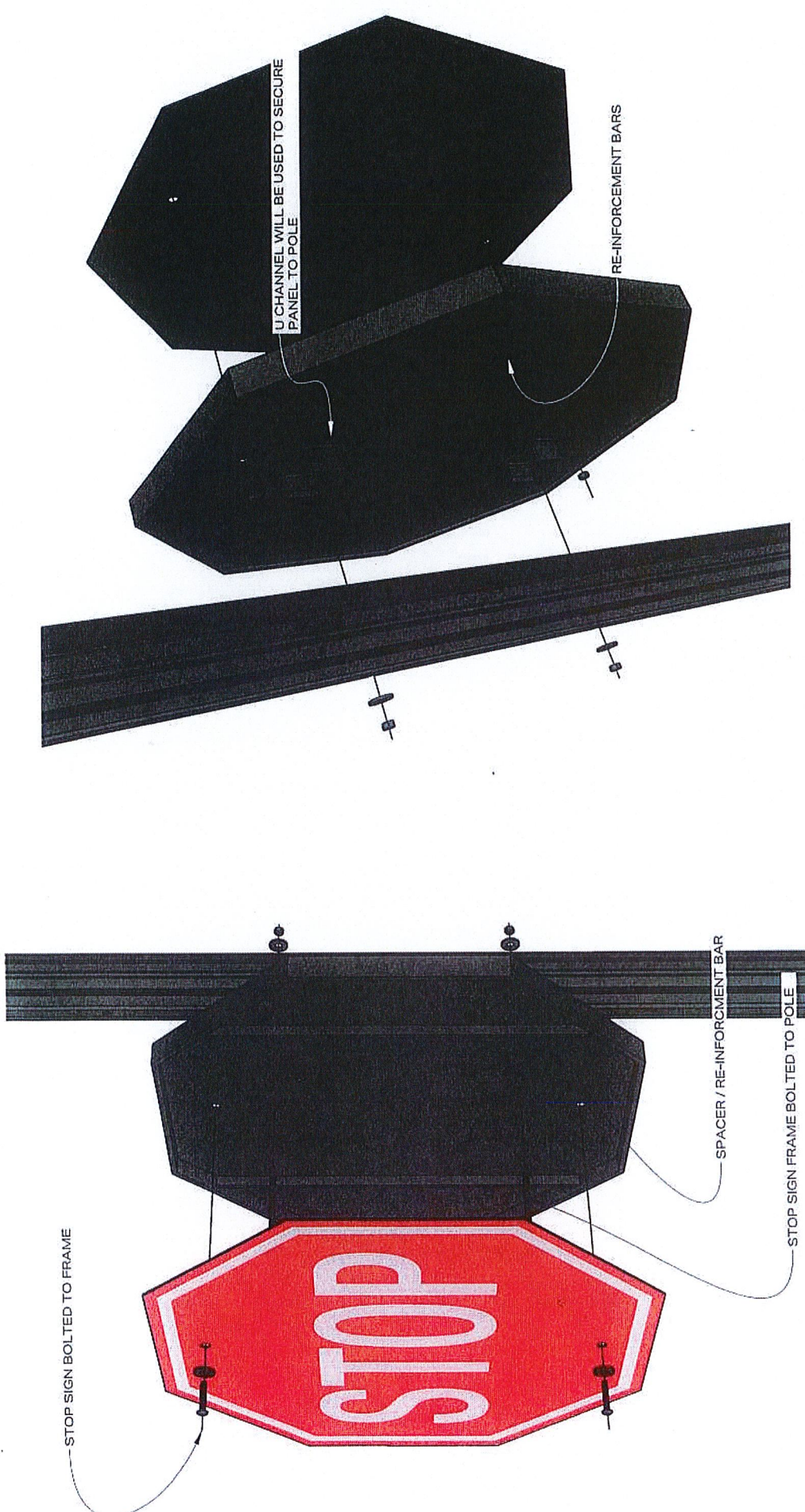


SIGNS AND BRACKETS WILL BE BOLTED
TO POLE FOR EASE OF REPLACING IN THE FUTURE.

SCROLLS WILL BE WELDED IN PLACE

SIGNS AND BRACKETS WILL BE BOLTED
TO POLE FOR EASE OF REPLACING IN THE FUTURE.

MOUNTING DETAILS		BSG B SIGN GROUP		SIGN		REVISIONS	
							

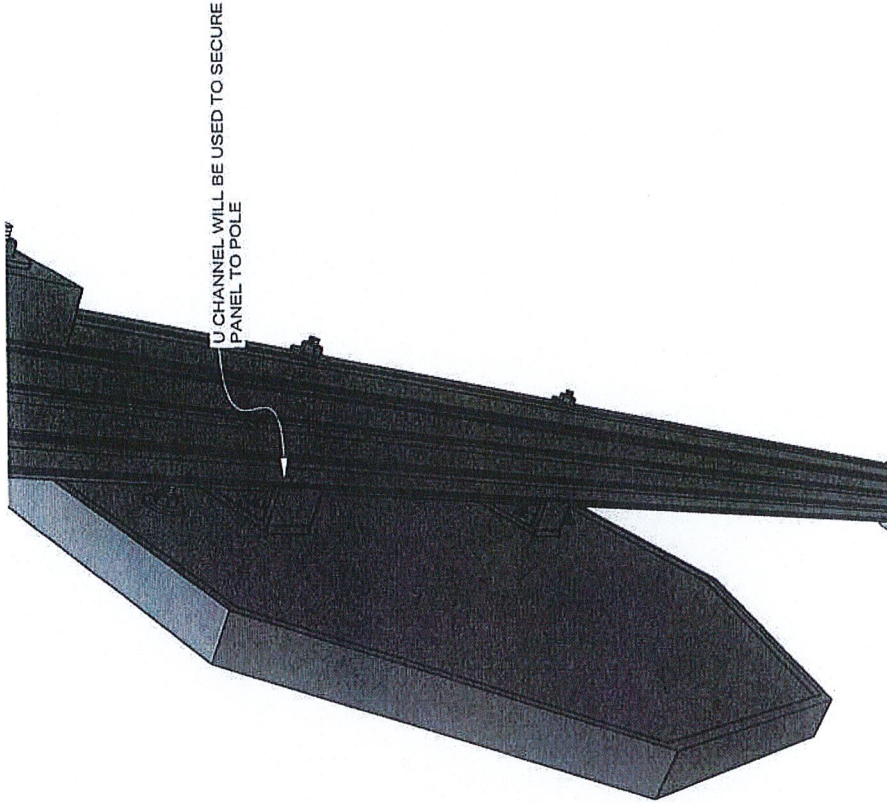
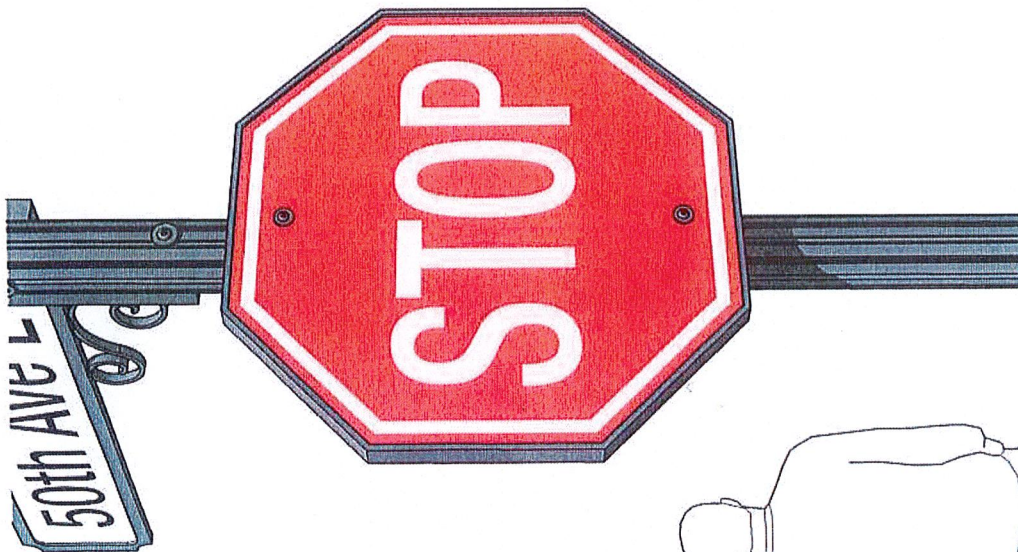


STOP SIGN DETAILS

A 03

REVISIONS	
NO.	REMARKS
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5	

City of St Pete Beach

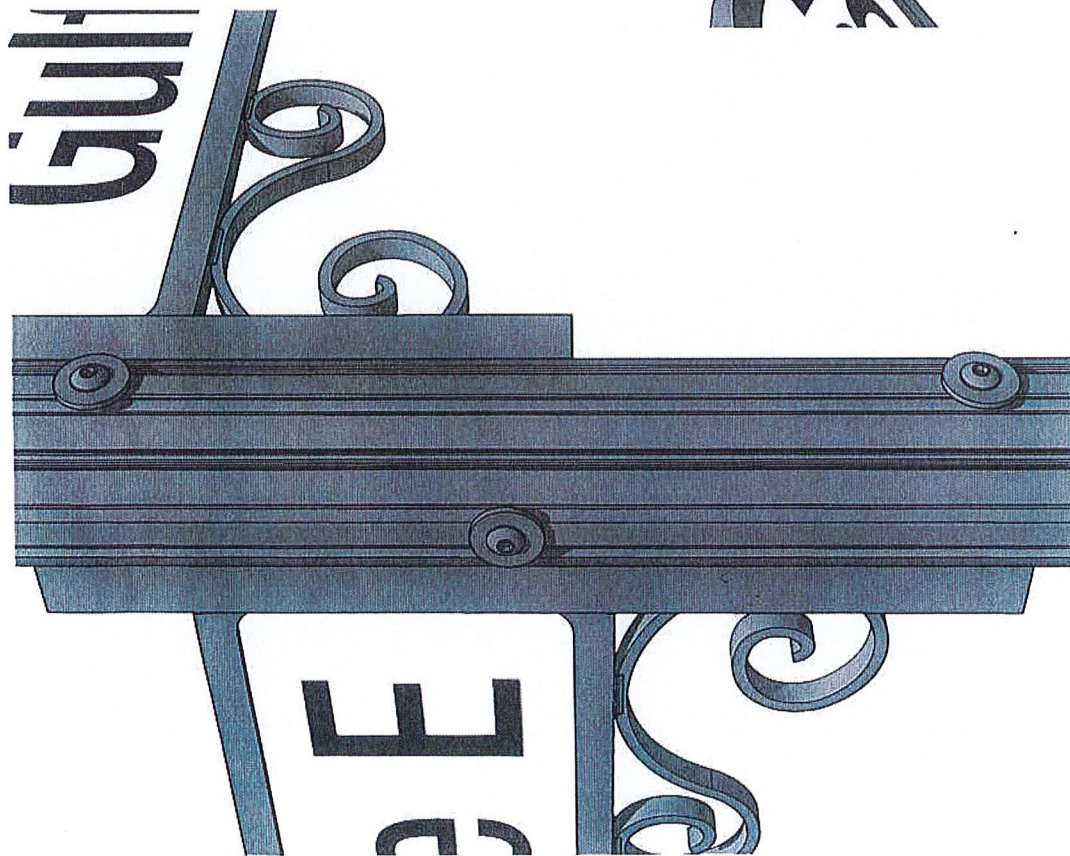


STOP SIGN DETAILS

A 04

REVISIONS	
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4	
5	

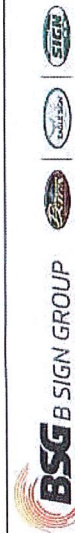
City of St Pete Beach



UP CLOSE VIEWS

50 A

REVISIONS	
NO.	REMARKS
1	
2	
3	
4	
5	



City of St Pete Beach

City of St Pete Beach

Street Sign & Traffic Sign Prices

Price Breakdown for Bid Line Items

Item 1 - Double Street Sign/Stop Unit - Installed

Cast Aluminum Street Sign One	\$ 477.00
Cast Aluminum Street Sign Two	\$ 477.00
15 ft Aluminum Post	\$ 183.00
Cast Aluminum Post Base	\$ 168.00
Cast Aluminum Post Cap	\$ 32.00
Stop Sign	\$ 98.00
Stop Sign Frame	\$ 158.00
Installation	\$ 185.00
Estimated Shipping	\$ 45.00
	\$ 1,823.00

Item 2 - Single Street Sign/Stop Unit - Installed

Cast Aluminum Street Sign One	\$ 477.00
15 ft Aluminum Post	\$ 183.00
Cast Aluminum Post Base	\$ 168.00
Cast Aluminum Post Cap	\$ 32.00
Stop Sign	\$ 98.00
Stop Sign Frame	\$ 158.00
Installation	\$ 185.00
Estimated Shipping	\$ 45.00
	\$ 1,346.00

Item 3 - Stop Unit - Installed

13 ft Aluminum Post	\$ 163.00
Cast Aluminum Post Base	\$ 168.00
Cast Aluminum Post Cap	\$ 32.00
Stop Sign	\$ 98.00
Stop Sign Frame	\$ 158.00
Installation	\$ 185.00
Estimated Shipping	\$ 45.00
	\$ 849.00

Item 4 - Double Street Sign/Stop Unit - Delivered

Cast Aluminum Street Sign One	\$ 477.00
Cast Aluminum Street Sign Two	\$ 477.00
15 ft Aluminum Post	\$ 183.00
Cast Aluminum Post Base	\$ 168.00
Cast Aluminum Post Cap	\$ 32.00
Stop Sign	\$ 98.00
Stop Sign Frame	\$ 158.00
Estimated Shipping	\$ 45.00
	\$ 1,638.00

Item 5 - Single Street Sign/Stop Unit - Delivered

Cast Aluminum Street Sign One	\$ 477.00
15 ft Aluminum Post	\$ 183.00
Cast Aluminum Post Base	\$ 168.00
Cast Aluminum Post Cap	\$ 32.00
Stop Sign	\$ 98.00
Stop Sign Frame	\$ 158.00
Estimated Shipping	\$ 45.00
	\$ 1,161.00

Item 6 - Stop Unit - Delivered

13 ft Aluminum Post	\$ 163.00
Cast Aluminum Post Base	\$ 168.00
Cast Aluminum Post Cap	\$ 32.00
Stop Sign	\$ 98.00
Stop Sign Frame	\$ 158.00
Estimated Shipping	\$ 45.00
	\$ 664.00

Item 7 - Speed Limit Unit - Installed

13 ft Aluminum Post	\$ 163.00
Cast Aluminum Post Base	\$ 168.00
Cast Aluminum Post Cap	\$ 32.00
Speed Limit Sign	\$ 98.00
Speed Limit Sign Frame	\$ 158.00
Installation	\$ 185.00
Estimated Shipping	\$ 45.00
	\$ 849.00

Item 8 - Speed Limit Unit - Delivered

13 ft Post	\$ 163.00
Cast Aluminum Post Base	\$ 168.00
Cast Aluminum Post Cap	\$ 32.00
Speed Limit Sign	\$ 98.00
Speed Limit Sign Frame	\$ 158.00
Estimated Shipping	\$ 45.00
	\$ 664.00

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Fire Pension Board of Trustees Appointment

Date: May 25, 2021

Prepared By: Amber LaRowe, City Clerk

Through: Amber LaRowe, City Clerk

Summary of Issue: On March 9, 2021 the City Commission appointed James Kopco to the vacant trustee position for the Fire Pension Board. Since then, Mr. Kopco resigned. On April 21, 2021 the City Clerk reached out to Mr. Chris Core, Mr. Lance Langsford and Mrs. Debbie Elder to ask if they were still interested in fulfilling the vacancy. Mr. Chris Core and Mr. Lance Langsford withdrew their applications. Mrs. Elder replied and stated she is willing to serve as a trustee to the Fire Pension Board.

Funding: NA

Requested Motion: I move to appoint Debbie Elder to the Fire Pension Board of Trustees with a term ending May 2023.

Attachments: 1. Elder

**CITIZEN TALENT BANK APPLICATION
CITY OF ST. PETE BEACH**

If you are interested in serving the City either as a Board or Committee member, a poll worker or a volunteer, please select any of the following options. You MUST be a city resident in order to serve as a Board or Committee member.

If you need information on voter registration, please call: 727-464-3551

My preferences are:

☐ Beach Stewardship Committee	☐ Historic Preservation Board
☐ Board of Adjustment	☐ Library Advisory Board
☐ Code Enforcement	☐ Planning Board
☐ Finance and Budget Review Committee	☐ Police Pension Board
☒ Fire Pension Board	☐ Recreation Advisory Board
☐ General Pension Board	☐ City Volunteer
☐ Election Poll Worker: Call 464-6108	☐ Hurricane Response Team

Other: _____

Explain:

I am interested in getting more involved in the community by serving on the Fire Pension Board. We moved to St. Pete Beach March 2020, but we are not strangers here. My husband is Mike Elder, one of the district chiefs for the fire dept. I am familiar with fire pensions from a consumer and contributor perspective. I have a BS in Business and a MPH in Health Care Administration. I am a US Navy Veteran and I manage an IT Department at Ceridian where I have worked for the last 19 years. I look forward to serving and assisting where needed.

Please complete the following information:

Name: Debra (Debbie) Elder

Street Address: 6350 4th Palm Pt
St. Pete Beach, Florida 33706

Mailing address if different from above:

Phone No. () 813-713-2154 - M or 727-289-2413 - H

E-mail: debbiecelder@aol.com

Fax No. () _____

Work No.: 727-385-8781

Please return this form to:

City Clerk
155 Corey Avenue
St. Pete Beach, FL 33706
(727) 363-9220 Office
(727) 363-9236 Fax

Email: cityclerk@stpetebeach.org

Debra C. Elder, MPH

6350 4th Palm Pt, St Pete Beach, FL 33706

Phone: 813/713-2154

E-mail: debbieelder@aol.com

Highlights of Qualifications:

- Masters degree in public health in healthcare organization and management
- Twenty-six years progressive experience in Payroll administration/Benefits/EAP/Provider/outsourcing settings
- Nineteen years progressive experience as business systems liaison
- Sixteen years of personnel management (nine years in remote work setting)
- Six Sigma - Green Belt Certified and Black Belt Trained
- Detailed knowledge of Healthcare/ Benefits /EAP/Payroll administration and practices
- Extensive team management, project management and implementation experience
- US Navy Veteran

Professional Experience:

Ceridian, St. Petersburg, Florida

April 2002 – Present

Global Human Resources, Payroll, Benefits & Payment Solutions

Development Manager Business Intelligence (September 2011 – present)

- Direct, organize and lead a team of Architects, Project manager, and developers in the implementation and use of Business Intelligence (BI) software tools and systems
- Responsible for hiring FTEs and contractors and managing all resources as required based on project needs.
- Responsible for forecasting and budget for all resources/contractors on team (Budget exceeding 1.5 million dollars)
- Responsible for project delivery and on-going support of BI solutions
- Lead a development team of onsite and offshore resources (US, India, Canada) and manage tasks thru the team's Shared Support organization
- Serve as a liaison between business units, technology teams and support teams
- Collaboration with business management in setting the technology direction and objectives; prioritizing business needs and formulating plans to deliver on those commitments
- Determine and lead integration with existing systems; work with business and IT to gather required data from multiple systems and platforms
- Overseeing the ongoing development and operations of a business intelligence architecture that enables fact-based decision making and ad hoc analysis and insight generation
- Advising and educating management on BI system importance and impact

Project Manager/ Product Owner, Military OneSource - EAP (December 2008- October 2011)

- Owned the long-term vision and short term focus for the Military portfolio product with regard to interaction between Military business and IT
- Gathered Military product input and requests from both internal and external customers
- Responsible for prioritization of IT deliverables representing the Military OneSource business community
- Maintained product backlog of IT development requests
- Responsible for working with Quality Leadership/Contracting Office to ensure application data and processes support all contractual compliance obligations
- Partnered with Service Delivery Managers/Directors/Vice President to prioritize and manage change requests, projects and initiatives.
- Partnered with Technology managers to coordinate scheduling, development, resources and delivery of projects and initiatives
- Partnered with internal teams to identify opportunities for process improvements and implementing best practices
- Provided strategic direction and planning for development team related to business needs
- Managed requirements, scope and change for small, medium and large projects with regard to system support
- Managed technology communications to user community
- Communicated needs, timelines and status with Management, Development team, Business Analysts, and user community
- Aligned with internal resources to ensure the reporting and analytic tools are successfully incorporated into internal business processes
- Responsible for business validation and user acceptance of system updates and enhancements

Service Delivery Manager, Military OneSource - EAP (December 2005- December 2008)

- Responsible for managing masters level mental health consultants (76) in an EAP (Employee Assistance Program) environment
- Responsible for managing the effective and efficient Service Center performance
- Managed the performance management process, including personal and professional development
- Representative and project lead for Military OneSource service delivery on numerous project improvements/growth initiatives

Health and Welfare Implementation/Account Manager (April 2002-December 2005)

- Responsible for managing client partnerships, identifying new business opportunities and ensuring client satisfaction of major client accounts with annual revenue exceeding \$1.9 million
- Responsible for managing the implementation process for new clients
- Identified, analyzed, and translated client's benefit needs into actionable plans for system developers
- Managed all annual and ongoing enrollment related projects across multiple departments and external vendors
- Demonstrated in-depth knowledge of benefit technology systems and develop recommendations for system enhancements
- Monitor client organizational issues (mergers/acquisitions, etc.) and forecast potential effects on revenue, project operations and communication materials

HealthPlan Services, Tampa, Florida

July 1998 – Aug 2001

Third Party Health care administrator

Client Server Manager/Business Analyst

- Analyst for Information Technology department
- Identified, analyzed, and translated customer's business needs into actionable plans for client-server/mainframe developers
- Responsible for creating and analyzing data intensive reports for various client server applications
- Responsible for presentations/training to external/internal customers on system capabilities and functions
- Responsible for analyzing, implementing testing and quality control programs to maintain data integrity.
- Managed all facets of production with compliance, legal, information technology, administration, management, and insurance carrier partners
- Served as dedicated member of Integrated Voice Response (IVR) steering committee

Debra C. Elder, MPH
HealthPlan Services, Tampa, Florida
Manager, Customer Service

Manager of administrative insurance customer service team

- Managed 15 people, 50,000 policies, consisting of health, group term life, voluntary term life, disability, and dental insurance policies
- Responsible for billing inquiries and billing resolution for insurance policies
- Responsible for hiring, training, and coaching team
- Responsible for exception request and refund approval
- Responsible for team compliance with administrative insurance guidelines
- Point of contact for agent distribution, agents, employers, and individual policyholders
- Served as dedicated member of Carrier Cancel/Rewrite team, responsible for The Mutual Group's (TMG) exit from the market, TMG policies rolling to new insurance carrier, Midwestern United (MWU) and MWU's exit from the market

U.S. Naval Hospital, Keflavik, Iceland

Nov 1996 - Jan 1998

Member of Department of Defense Civilian Service

Health Benefits Advisor

- Implemented the TRICARE Europe program in Iceland
 - Responsible for all marketing measures involved in the implementation process
 - Within 6 months, 90% of eligible population was enrolled in the program.
 - Performed group and personal presentations for over 3000 personnel
- Single point of contact on matters relating to all health benefits programs available to U.S. armed forces active duty, retired, and eligible family members.
- Served as liaison for Icelandic health care providers and U.S. Naval Hospital:
 - Maintained and updated health care provider network
 - Provided guidance, interpretation, and updates of regulatory requirements to Icelandic civilian physicians, hospitals, and nursing facilities.
 - Scheduled referral appointments at civilian medical facilities in the Icelandic community
 - Conducted claim filing for Icelandic providers of CHAMPUS/TRICARE beneficiaries
- Assisted DOD civilian employees with claim filing to insurance agents

Primary Medical Care, Dade City, Florida

June 1995 - July 1996

Locally owned Family Practice and Pediatric Center: consisted of 6 offices and 6 physicians

Health Care Administrator

- Supervised 15 para-professional medical personnel to include: LPN's, MA's, CNA's
- Served as contract liaison between insurance companies and physicians:
 - Collected physician credentials and supplied to insurance agencies/hospitals
 - Scheduled, prepared, and assisted insurance representatives in insurance audits
 - Maintained office files containing insurance information, correspondence, and reports
- Conducted training of OSHA requirements for personnel, and responsible for staff compliance of OSHA requirements
- Patient contact representative- provided patient guidance with health plan benefits and assisted with billing/claims processing

U.S. Navy – Active Duty

May 1990 – Oct 1994

Assigned to duty stations below - Preventive Medicine Technician

Navy Environmental Preventive Medicine Unit, San Diego, CA (June 1993 –Oct 1994)

Naval Hospital, Long Beach, CA (Sept 1991 – June 1993)

Naval Hospital, Oakland, CA (Dec 1990 – Aug 1991)

Naval Hospital, Great Lakes, IL (July 1990 – Dec 1990)

- Conducted over 150 communicable disease interviews and 15 epidemiological investigations
- Conducted over 330 sanitation and safety inspections of various facilities
- Assisted in mass immunizations of over 10,000 personnel
- Coordinated the ordering of supplies for medical staff of 45 personnel
- Provided training to over 1500 personnel in medical related fields
- Conducted over 50 Environmental Health Surveys of Navy vessels
- Designed and coordinated two retirement ceremonies and one change of command ceremony
- Admitted and discharged patients and performed insurance verification on patients
- Completed patient vital signs and medical history

Education:

Masters in Public Health, Health Care Organization and Management, University of South Florida, 2001

Bachelors in Science, Business Management, University of Maryland, 1998

Systems/Computer Knowledge	Professional Training
Zoom	Six Sigma – Green Belt Certified and Black Belt trained
Ms Office: Access, Excel, Word, PowerPoint, Project, Exchange, Outlook, SharePoint, Teams	Scrum Master trained
Internet: Explorer, Edge, Netscape, Firefox, Chrome, Safari	Leadership Development Training
Visio	Integrated Voice Response training – Talx Institute
Microsoft Dynamics CRM	Preventive Medicine Instructor
Adobe Reader/Writer	Certificate for training in Total Quality Leadership
Familiar with Frontend Microsoft BI software tools and systems (SQL Server Reporting Services (SSRS), SQL Server Integration Services (SSIS), SQL Server Analysis Services (SSAS), PowerBI, SharePoint, Performance Point, Threat Management Gateway (TMG))	
Team Foundation Server	

**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH**

Agenda Report

Issue Considered: Final Reading Ordinance 2021-01 Seawall Height

Date: May 25, 2021

Prepared By: Wesley Wright, Community Development Director

Through: Alex Rey, City Manager

Summary of Issue: Ordinance 2021-01, amending the City's seawall measurement standards to adopt the North American Vertical datum mean sea level employed by FEMA, replacing the existing and outdated USCGS datum mean sea level.

Funding: N/A

Requested Motion: I move to adopt Ordinance 2021-01.

Attachments:

1. Staff Report
2. Ordinance-2021-01 Relating to Seawall Measurement Datum

CITY OF ST. PETE BEACH
PLANNING BOARD STAFF REPORT

TO: Planning Board

FROM: Lynn M. Rosetti, AICP, CFM, Senior Planner, Community Development Department

DATE: December 14, 2020

SUBJECT: Ordinance No. 2021-A providing for an amendment to modify the Code of Ordinances (COO) Article IV, Seawalls, Bulkheads and Retaining Walls, Section 98-100, Standards for seawalls, bulkheads and retaining walls not on the Gulf of Mexico, (1) Concrete seawalls, h; and Section 98-101, Standards for seawalls, bulkheads and retaining walls on the Gulf of Mexico relating to the specific elevation datum referenced in the Code.

BACKGROUND:

The use of the USCGS datum mean sea level found in the City's Code of Ordinances is an outdated method for measuring seawalls. Staff is recommending that the City modify the Code by stipulating the use of the North American Vertical Datum 88 (NAVD 88) measure for seawalls. This is the accepted measure which is in use by FEMA and others to ensure uniform seawall measurement practices with respect to seawall measurement datum.

PLANNING BOARD:

Although this regulation is in the Code of Ordinances rather than the Land Development Regulations, thereby not requiring consistency review, the City is seeking the Planning Board's input prior to taking this Ordinance to the City Commission.

STAFF RECOMMENDATION:

Staff recommends the Planning Board recommend approval of Ordinance 2021-A which removes an outdated seawall height measurement and replaces it with the North American Vertical Datum 88 (NAVD 88) mean sea level measurement which will provide for consistent and updated seawall measurements going forward.

Attachment: Draft Ordinance 2021-A

ORDINANCE 2021-01

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES, CHAPTER 98 – BUILDINGS AND BUILDING REGULATION, ARTICLE IV – SEAWALLS, BULKHEADS, AND RETAINING WALLS, SECTION 98-100 – STANDARDS FOR SEAWALLS, BULKHEADS, AND RETAINING WALLS NOT ON THE GULF OF MEXICO; SECTION 98-101 – STANDARDS FOR SEAWALLS, BULKHEADS AND RETAINING WALLS ON GULF OF MEXICO; PROVIDING FOR CODIFICATION; CONFLICTS, SEVERABILITY, CORRECTION OF SCRIVENER’S ERROR; CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach has determined that these amendments are a necessary update to the Code of Ordinances with respect to replacing the City’s current standard for measuring the elevation of seawalls (USCGS datum sea level), which is outdated and no longer in use, with the proposed change to utilize the North American Vertical Datum 88 (NAVD 88) which is the current standard for measuring seawall height above mean sea level.

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 Code of Ordinances are amended as follows:

Sec. 98-100. - Standards for seawalls, bulkheads and retaining walls not on Gulf of Mexico.

(1) *Concrete seawalls.*

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.

- h. The elevation for all seawalls, bulkheads and retaining walls fronting on the bay shall be equal to or greater than elevation 5.0 feet above mean sea level (North American Vertical Datum 88). ~~USCGS datum mean sea level.~~

Sec. 98-101. - Standards for seawalls, bulkheads and retaining walls on Gulf of Mexico.

- (8) The elevation for all seawalls, bulkheads and retaining walls fronting on the Gulf of Mexico shall be equal to or greater than elevation 6.0 feet above mean sea level (North American Vertical Datum 88). ~~USCGS datum mean sea level.~~

SECTION 3. Codification. This Ordinance shall be codified in the Code of Ordinance of the City of St. Pete Beach.

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. Scrivener's Error. The City Attorney may correct scrivener's errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

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

SECTION 8. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 9. 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: _____

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

Alan Johnson, Mayor

I, Amber LaRowe, 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 _____, 2021.

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

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 COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: First Reading Ordinance 2021-08: Modifying the Basis for Height Measurement

Date: May 25, 2021

Prepared By: Wesley Wright, Community Development Director

Through: Alex Rey, City Manager

Summary of Issue: Staff is proposing that the definition of "height" for residential structures in the five named core residential districts, as well as the Pass-a-Grille Overlay, be amended to provide the option to start measuring from eight (8) feet above natural grade when habitable space begins at or higher than eight (8) feet above natural grade. This is an additional provision above the ability to measure from the required Design Flood Elevation, which will be formalized within the Land Development Code, but otherwise remains in place. All other primary structures, including residential structures outside these six districts, will remain measured from required Design Flood Elevation. Staff is also proposing that the height of accessory structures be measured from the natural grade unless otherwise specified in the regulations found elsewhere in the Code.

Funding: N/A

Requested Motion: Motion to approve the first reading of Ordinance 2021-08.

Attachments:

1. Agenda Staff Report Height Amendments
2. Updated Ordinance 2021-08 Height Amendments

CITY OF ST. PETE BEACH PLANNING BOARD STAFF REPORT

TO: Planning Board

FROM: Wesley Wright, Community Development Director

DATE: April 19, 2021

SUBJECT: Ordinance 2021-08, amending Land Development Code DIVISION 2 - DEFINITIONS Section 2.1 – Words, terms, and phrases defined by modifying the basis for height measurements for residential structures in the RU-1, RU-2, RLM-1, RLM-2, RM, And PAG Districts as well as accessory structures, and adding a definition for Design Flood Elevation and Freeboard; Amending DIVISION 20 – PAG PASS-A-GRILLE OVERLAY DISTRICT, Section 20.02 – Definitions, Section 20.15 – Permitted building types, and Section 20.17 – Building height to reflect new height measurements

BACKGROUND:

On February 24, 2021 the City became subject to the 2021 Flood Insurance Rate Maps (FIRM). The 2021 FIRM specify the flood zone and location of Base Flood Elevation for all properties in St. Pete Beach's Special Flood Hazard Area (SFHA), which comprises the entirety of the City. The 2021 FIRM supersedes the 2003 FIRM which the City has been subject to since August of 2003, and has significant impacts on select properties in the City. Many properties that were formerly located in an "AE" zone are being placed in a "Coastal A" zone, which carries building requirements akin to a "Coastal V" zone. Furthermore, the location of Base Flood Elevation for many properties is changing, generally by dropping one to three feet.

Since at least 2003, the City has based height on the location of Base Flood Elevation. For all properties in the City's five core residential districts of RU-1, RU-2, RLM-1, RLM-2, and RM, height has been measured as 30 feet (35 feet for RM) above the Base Flood Elevation. In Pass-a-Grille residential structure height is limited to 28 feet, with an overall roof height not to exceed 32 feet, above the Base Flood Elevation. With the City requiring one foot of freeboard for all residential development, Staff have interpreted this height measurement to start at Base Flood Elevation plus one foot (also known as the required Design Flood Elevation) since 2019.

Staff are proposing that the definition of "Height", for residential structures in the five named core residential districts as well as the Pass-a-Grille Overlay, be amended to provide the option to start measuring from eight (8) feet above natural grade when habitable space begins at or higher than eight feet above natural grade. This is an additional provision above the ability to measure from the required Design Flood

Elevation, which will be formalized within the Land Development Code but otherwise remain in place. All other primary structures, including residential structures outside these six districts, will remain measured from the required Design Flood Elevation. Staff are also proposing that the height of accessory structures be measured from the natural grade unless otherwise specified in the regulations found elsewhere in the Code.

Staff's chief objective with this ordinance is to create relative consistency in residential home height, both within districts and across neighborhoods, without dramatically altering from-grade residential redevelopment height from that available under the 2003 FIRM and existing "Height" definition. Borrowing an existing Code standard applicable to nonconforming properties, which allows for any nonconforming home to be raised up to eight feet for the purposes of establishing a garage underneath (provided that garage does not elevate the home above allowable overall height), this option would afford property owners the option to measure the starting point of home height from eight feet above grade if chosen.

Upon review, given the general drop in allowable home height under the current definition due to the change in location of Base Flood Elevation for many properties across the City as of the 2021 FIRM, the buildable home height under the change proposed here will allow homes in some neighborhoods to be built as much as three feet higher than permitted under the 2003 FIRM maps and existing definition when measured from natural grade, while many neighborhoods will see an impact of +/- one foot from natural grade. This change will allow consistency in built home height from natural grade within districts across City neighborhoods, allowing for any residential property in the RU-1, RU-2, RLM-1, and RLM-2 districts to be built at 38 feet from natural grade, and any property in the RM district to be built at 43 feet above natural grade. Homes in Pass-a-Grille may be constructed to 36 feet to the roof midpoint, and 40 feet overall, from natural grade.

This amendment is specific to the Land Development Code and addresses height from a zoning perspective. Nothing in this ordinance should be construed to abrogate any requirement of FEMA, the Florida Building Code, or any other relevant code as it applies to residential construction.

PLANNING BOARD:

The Planning Board, sitting as the LPA, will review proposed Ordinances 2021-08 on April 19, 2021 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 - Future Land Use Policies - Green Practices, Residential Character and Introduction to Land Use Categories

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.

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.

Objective 2.4

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

Policy 2.4.3

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

Policy 2.4.4

In order to ensure the continued maintenance of its beach residential character, the City, through administration of its LDC shall encourage the rehabilitation and/or revitalization of existing residential structures.

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 1.1

In accordance with this Comprehensive Plan the City shall continue to provide technical assistance to the private sector so that they will be able to provide a suitable mix of housing types and numbers to meet the City's housing needs as well as making all housing sites in the City available to low and moderate income families.

Policy 1.1.2

The City shall periodically review ordinances, codes, regulations and permitting processes in order to increase the efficiency and economy of meeting the housing needs of the City, while continuing to ensure the health, welfare and safety of the residents.

Policy 1.1.3

The City shall continue to allow a variety of residential densities and housing types in order to enhance the opportunity for the private sector to provide housing in a wide range of types and costs.

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 1.4.1

The City shall periodically review and amend, where necessary, the housing and health codes and other standards relating to care and maintenance of residential and neighborhood environments and facilities.

STAFF RECOMMENDATION:

Staff recommends the Planning Board, sitting as the LPA, recommend approval of Ordinances No. 2021-08 and find it consistent with the city's Comprehensive Plan as stated in the staff report.

Ordinance 2021-08

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, AMENDING LAND DEVELOPMENT CODE DIVISION 2 – DEFINITIONS, SECTION 2.1 – WORDS, TERMS, AND PHRASES DEFINED BY MODIFYING THE BASIS FOR HEIGHT MEASUREMENTS FOR RESIDENTIAL STRUCTURES IN THE RU-1, RU-2, RLM-1, RLM-2, RM, AND PAG DISTRICTS AS WELL AS ACCESSORY STRUCTURES, AND ADDING A DEFINITION FOR DESIGN FLOOD ELEVATION AND FREEBOARD; AMENDING DIVISION 20 – PAG PASS-A-GRILLE OVERLAY DISTRICT, SECTION 20.02 – DEFINITIONS, SECTION 20.15 – PERMITTED BUILDING TYPES, AND SECTION 20.17 – BUILDING HEIGHT TO REFLECT NEW HEIGHT MEASUREMENTS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER’S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach encourages the construction of residential units suitable for families with children.

WHEREAS, on February 24, 2021 the City became subject to the 2021 Flood Insurance Rate Maps (FIRM), which altered the flood zone and location of Base Flood Elevation relative to grade for a significant number of properties across the City.

WHEREAS, the City Commission wishes to maintain relative consistency in the buildable rights for residential properties within and across its core residential districts.

WHEREAS, the City Commission accepts that amending height in its core residential districts preserves the ability of homeowners to construct their residences to the height standard afforded under the 2003 Land Development Code, while providing an option to begin height measurements at up to eight feet above natural grade, provides relative height consistency with allowable home height under the 2003 FIRM while maintaining intended consistency across neighborhoods.

WHEREAS, on April 19, 2021, the City’s Planning Board, sitting as the Local Planning Agency, held a public hearing to consider the proposed Land Development Code changes and provide recommendations to the City Commission.

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

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:

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

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

SECTION 2. Language in the City's Land Development Code is to be amended as follows:

DIVISION 2 – DEFINITIONS

Sec. 2.1. - Words, terms and phrases defined.

Density pool means a finite quantity of temporary lodging or residential units allocated for specified districts in the Comprehensive Plan that may allow a property to be developed with additional units than would be otherwise permitted or conditionally permitted under the property's district regulations.

Design Flood Elevation means the elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. For purposes of measuring height, this term shall refer to the Base Flood Elevation plus required freeboard.

Development means the excavation or alteration of existing ground elevations, the carrying out of any building activity, the making of any change in the use or appearance of any structure or land, the dividing of land, rezoning, conditional use, variance, commercial dock, or any other request for official action of the city having the effect of development of land.

Guest room. See: "Transient accommodation unit."

~~*Height* means the vertical distance above the base flood elevation to the highest point of a flat roof, to the deck of a mansard roof or to the average height between the plate and the ridge of gable or hip roofs, not including chimneys, antennas, elevator shafts, mechanical rooms or other non-habitable areas as specified below:~~

- (a) When the structure is a residence located in the RU-1, RU-2, RLM-1, RLM-2, RM, or Pass-a-Grille Overlay Districts, this measurement shall be taken from a starting point as follows:
 - a. For any structure with habitable space located less than eight feet above natural grade, height shall be measured from the property's required Design Flood Elevation.
 - b. For any structure with habitable space beginning at or higher than eight feet above natural grade, height shall be measured from eight feet above natural grade.

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- (b) When the structure is an accessory structure, this measurement shall be taken from natural grade to the highest point of the roof unless otherwise specified in this Code;
- (c) For all other structures, height is measured from the structure's required Design Flood Elevation to the highest point of the roof.

The highest point of the roof is as follows:

1. The highest point of a flat roof.
2. The deck of a mansard roof.
3. The average height between the plate and ridge of gable or hip roofs.

This measurement shall not be inclusive of elevator shafts, chimneys, mechanical rooms or other non-habitable areas except for properties located in the Pass-a-Grille Overlay District.

Historic building or site means a property, site, zoning lot, building, or structure that has been designated as "historic" by the city commission or that is listed on the National Register of Historic Places as being worthy of protection, enhancement and perpetuation because of its cultural, historic, architectural, or archaeological significance and integrity.

Floor area ratio (FAR) means the total amount of gross floor area of all buildings on a zoning lot in relation to the total square footage of zoning lot area, expressed as a ratio. The calculation of the floor area ratio excludes land devoted to public rights-of-way, submerged lands and lands seaward of the State of Florida Coastal Control Line.

Freeboard means an additional amount of height above the Base Flood Elevation used as a factor of safety (e.g., one foot above the Base Flood) in determining the level at which a structure's lowest floor must be elevated or floodproofed to be in accordance with state or community floodplain management regulations.

Front yard. See "Yard - Front yard."

DIVISION 20 - PAG PASS-A-GRILLE OVERLAY DISTRICT

Sec. 20.02. - Definitions.

- (d) *Balanced, symmetrically* means the shapes on one side of the centerline match the shapes on the other side. The two halves are visually equally.

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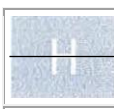
- (e) *Building height:* Provisions for permitted heights in feet (ft). The maximum height for first floor residential development shall be fourteen (14) feet and twenty (20) feet for non-residential. The maximum height for second story and higher shall not exceed fourteen (14) feet. Each building lot typology provides the range of height appropriate for the building type. No new or substantially improved building within the PAG Overlay District and having the underlying zoning designation of THD, RU-2 Residential, RLM-2 Residential, or RM Residential shall be constructed ~~not~~ to exceed twenty-eight (28) feet in height to the midpoint of a sloped roof or top of the parapet of a flat or low sloped roof, or thirty-two (32) feet overall, as defined below:

- a. For any structure with habitable space located less than eight feet above natural grade, height shall be measured from the property's required Design Flood Elevation.
- b. For any structure with habitable space beginning at or higher than eight feet above natural grade, height shall be measured from eight feet above natural grade.

~~and measured from the base flood elevation determined under the most restrictive applicable standard for the building site, further provided that the overall roof height shall not exceed thirty-two (32) feet.~~ Base flood elevation requirements are outlined in section 98-33 of the City's Code of Ordinances.

- (f) *Building envelope:* Provisions for the minimum and maximum setbacks permitted by front, side, and rear yards. There is a minimum and maximum setback for each lot type. The maximum and minimum frontage refers to the proportion of the lot width along which the primary building façade must be within the minimum and maximum front setback.

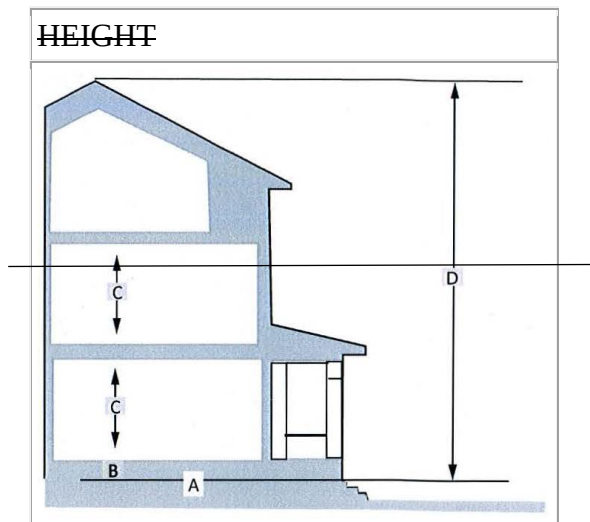
Sec. 20.15. - Permitted building types.

	BUILDING HEIGHT
Pass-A-Grille is located in a flood zone and has special requirements that shall be met in section 98-33 of the City's Code of Ordinances for base flood elevations (BFE). The graphic below provides overall guidance on the design of floors, the measuring of the finished floor.	

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	MIN	MAX
Building facade requirements:		
A Base Flood Elevation (BFE) refer to Sec. 98-33		
B Finished Grade (FG)	Determined by the BFE & FG	
C Height of Floors (liveable)	8	14
D Total Height (Measurement from the BFE)	—	—
Residential[*]	—	28-32 [*]
Commercial (non-residential)	—	Refer to Underlying Zoning District :
[*] Not to exceed 28 feet in height to the midpoint of a sloped roof or top of the parapet of a flat or low sloped roof, and measured from the base flood elevation determined under the most restrictive applicable standard for the building site, further provided that the overall roof height shall not exceed 32 feet.		



Sec. 20.17. - Building height.

Each building lot typology in section 20.15 provides the range of height appropriate for the building type. No new or substantially improved building within the PAG Overlay District and having the underlying zoning designation of THD, RU-2 Residential, RLM-2 Residential, or RM Residential shall be constructed ~~not~~ to exceed twenty-eight (28) feet in height to the

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.

midpoint of a sloped roof or top of the parapet of a flat or low sloped roof, or thirty-two (32) feet overall, as defined below:

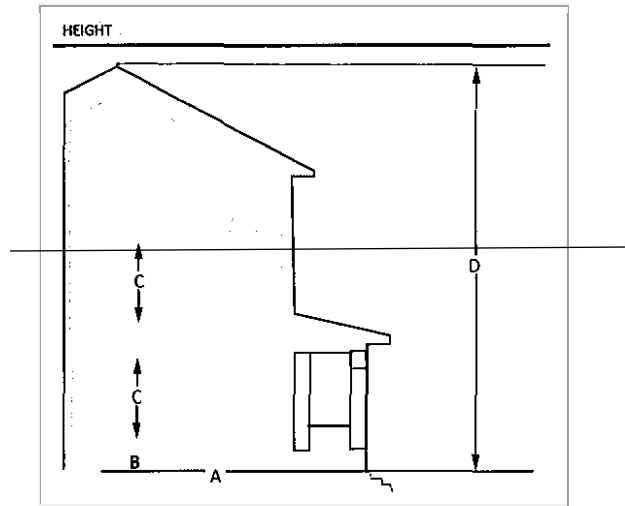
- a. For any structure with habitable space located less than eight feet above natural grade, height shall be measured from the property's required Design Flood Elevation.
- b. For any structure with habitable space beginning at or higher than eight feet above natural grade, height shall be measured from eight feet above natural grade.

~~and measured from the base flood elevation determined under the most restrictive applicable standard for the building site, further provided that the overall roof height shall not exceed thirty-two(32) feet. Base flood elevation requirements are outlined in section 98-33 of the City's Code of Ordinances.~~

	MIN	MAX
Building facade requirements:		
A - Base Flood Elevation (BFE) refer to Sec. 98-33		
B - Finished Grade (FG)	Determined by the BFE & FG	
C - Height of Floors (liveable)	8	14
D - Total Height (Measurement from the <u>Required DFE</u>)	—	—
Residential *	—	28-32*
Commercial (non-residential)	—	Refer to Underlying Zoning District
* Not to exceed 28 feet in height to the midpoint of a sloped roof or top of the parapet of a flat or low sloped roof, and measured from the base flood elevation determined under the most restrictive applicable standard for the building site <u>location specified above</u> , further provided that the overall roof height shall not exceed 32 feet.		

HEIGHT

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



SECTION 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.

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

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

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.

Alan Johnson, Mayor

I, Amber LaRowe, 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 _____, 2021.

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

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 COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: First Reading Ordinance 2021-12: Accessory Structure Amendments

Date: May 25, 2021

Prepared By: Wesley Wright, Community Development Director

Through: Alex Rey, City Manager

Summary of Issue: Due to the frequency of variance requests for reduced pool setbacks, and the limited visual impact of inground pools on adjacent properties, Staff is proposing reduced rear and waterfront setbacks for pools and spas that are elevated no more than two feet above grade. The rear yard setback on non-waterfront lots is proposed to be 5', and the waterfront yard setback is proposed at 3'. One foot of coping is permitted to encroach into the required rear or waterfront yard beyond that setback. An existing requirement that any pool and spa proposed closer than twenty feet to the seawall be accompanied by stamped and sealed plans and specifications showing how the seawall is to be protected will remain unchanged.

Funding: N/A

Requested Motion: Motion to approve the first reading of Ordinance 2021-12.

Attachments:

1. Agenda Staff Report Accessory Structure Amendments (1)
2. Ordinance 2021-12 Pool_Pool Screen Enclosure Setbacks

CITY OF ST. PETE BEACH PLANNING BOARD STAFF REPORT

TO: Planning Board

FROM: Wesley Wright, Community Development Director

DATE: April 19, 2021

SUBJECT: Ordinance 2021-12, amending Land Development Code Division 2 – DEFINITIONS, Section 2.1 – Words, terms and phrases defined to provide a definition for patio and deck; amending Division 6 – SUPPLEMENTAL REGULATIONS, Section 6.13 – Residential Accessory Structures to reduce rear and waterfront setbacks to pools and spas, prohibit rear setback variances for pool screen enclosures, and partition and specify setbacks for decks and patios.

BACKGROUND:

Pool setback variances are among the most common requested in the City of St. Pete Beach, representing 12 out of the 29 variances applied for between March 2019 and March 2021. The Land Development Code prescribes different rear setbacks for pools depending on their height above grade, with pools set two feet or less above grade required to meet a nine-foot rear setback and those above two feet generally required to meet a twenty-foot rear setback. All pools are required to meet the same front, secondary front, and side setbacks as the setbacks required for the principal structure in the district.

Due to the frequency of variance requests for reduced pool setbacks, and the limited visual impact of inground pools on adjacent properties, Staff are proposing reduced rear and waterfront setbacks for pools and spas that are elevated no more than two feet above grade. The rear yard setback on non-waterfront lots is proposed to be 5', and the waterfront yard setback is proposed at 3'. One foot of coping is permitted to encroach into the required rear or waterfront yard beyond that setback. An existing requirement that any pool and spa proposed closer than twenty feet to the seawall be accompanied by stamped and sealed plans and specifications showing how the seawall is to be protected will remain unchanged.

The accompanying Ordinance 2021-12 also provides a definition for a "deck" and a "patio", specifies separate setbacks for each to reflect how Staff have interpreted their distinction in the past, and prohibits rear setback variances for pool screen enclosures beyond the existing standard in place.

PLANNING BOARD:

The Planning Board, sitting as the LPA, will review proposed Ordinances 2021-12 on April 19, 2021 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 - Future Land Use Policies - Green Practices, Residential Character and Introduction to Land Use Categories

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.

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.

Objective 2.4

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

Policy 2.4.4

In order to ensure the continued maintenance of its beach residential character, the City, through administration of its LDC shall encourage the rehabilitation and/or revitalization of existing residential structures.

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 1.1

In accordance with this Comprehensive Plan the City shall continue to provide technical assistance to the private sector so that they will be able to provide a suitable mix of housing types and numbers to meet the City's housing needs as well as making all housing sites in the City available to low and moderate income families.

Policy 1.1.2

The City shall periodically review ordinances, codes, regulations and permitting processes in order to increase the efficiency and economy of meeting the housing needs of the City, while continuing to ensure the health, welfare and safety of the residents.

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 1.4.1

The City shall periodically review and amend, where necessary, the housing and health codes and other standards relating to care and maintenance of residential and neighborhood environments and facilities.

STAFF RECOMMENDATION:

Staff recommends the Planning Board, sitting as the LPA, recommend approval of Ordinances No. 2021-12 and find them consistent with the city's Comprehensive Plan as stated in the staff report.

Ordinance 2021-12

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING LAND DEVELOPMENT CODE DIVISION 2 – DEFINITIONS, SECTION 2.1 – WORDS, TERMS AND PHRASES DEFINED TO PROVIDE A DEFINITION FOR PATIO AND DECK; AMENDING DIVISION 6 – SUPPLEMENTAL REGULATIONS, SECTION 6.13 – RESIDENTIAL ACCESSORY STRUCTURES TO REDUCE REAR AND WATERFRONT SETBACKS TO POOLS AND SPAS, PROHIBIT REAR SETBACK VARIANCES FOR POOL SCREEN ENCLOSURES, AND PARTITION AND SPECIFY SETBACKS FOR DECKS AND PATIOS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER’S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach encourages the construction of residential units suitable for families with children.

WHEREAS, the City periodically reviews ordinances, codes regulations and permitting processes in order to increase the efficiency and economy of meeting the housing needs of the City, while continuing to ensure the health, welfare and safety of the residents.

WHEREAS, on April 19, 2021, the City’s Planning Board, sitting as the Local Planning Agency, will hold a public hearing to consider the proposed Land Development Code changes and provide recommendations to the City Commission.

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

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. Language in the City’s Land Development Code is to be amended as follows:

DIVISION 2 – DEFINITIONS

Sec. 2.1. - Words, terms and phrases defined.

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.

Day care center/kindergarten means a use, with no facilities for overnight stays, which provides child care and/or training for pre-school children and may provide after-school care for older children, including any child care arrangement which provides child care for more than five children unrelated to the operator and which receives payment, fee or grant for any of the children receiving care, wherever operated, and whether or not for profit, as defined and regulated by F.S. Ch. 402.

Deck means a platform, often elevated and featuring open railings, that is typically constructed of wood and is attached to or otherwise found adjoining a structure.

Demolition means the removal of a building, structure or portions thereof from a site.

Parking structure (off-premise) means a structured parking facility with two or more levels that is not on the same property as the principal use it is designed and intended to serve.

Patio means a paved area adjoining a structure used for recreation and/or leisure, which often contains a pool.

Pawn shop means an establishment that engages, in whole or in part, in the business of loaning money on the security of pledges of personal property, or deposits or conditional sales of personal property, or the purchase or sale of personal property including metals, such as gold, silver, and copper.

DIVISION 6 – SUPPLEMENTAL REGULATIONS

Sec. 6.13. - Residential accessory structures.

- (c) *Special accessory structures.* Special accessory structures include, but are not limited to, swimming pools, pool enclosures, decks and patios, patio covers, gazebos, fountains, garden trellises and children's playground equipment. Tree houses are specifically excluded as special accessory structures.
- (1) *Swimming pools and spas* may be permitted by the city and shall be regulated as follows:
 - a. Pool setbacks shall be measured from the edge of the water.

- b. ~~Swimming pools, and spas and their accessory decks that will exceed two feet above grade shall meet all yard requirements for the district within which they are located. Other swimming pools and spas shall be regulated by paragraph e. below.~~
- c. ~~*Required yards:* Front, secondary front and side yards shall be as required within the district for a principal structure~~

~~The required rear yard shall be nine feet;~~

Swimming pools and spas of two feet or less in height above grade shall have the following setbacks:

1. Front, secondary front, and side yards: As required for the principal structure
 2. Rear yard: Five feet to pool water's edge, four feet to coping
 3. Waterfront yard: Three feet to pool water's edge, two feet to coping; however, on a waterfront property when the pool is proposed closer than 20 feet to the seawall, the application shall be accompanied by plans and specifications prepared and sealed by a registered engineer showing how the seawall will be protected.
- (2) *Screened pool enclosures* may be permitted by the city and shall be regulated as follows:
- a. Pool enclosures for swimming pools, spas and their accessory decks that will have a finished floor elevation in excess of two feet above grade shall meet all yard requirements for the district within which they are located. Other pool enclosures shall be regulated as follows:
 - b. *Required yards:* Front and side yards shall be as required within the district for a principal structure. The minimum rear yard shall be eight feet. No variance to this standard may be permitted.
 - c. *Maximum height:* Pool enclosures within the setbacks required for principal structures may be constructed to the height allowed for the principal structure. For other pool enclosures, the maximum permitted height shall be 14 feet to the highest point of the enclosure
- (3) ~~*Decks and patios with a finished floor elevation no higher than two feet above grade, other than those associated with swimming pools as regulated in paragraph (1) preceding,*~~ shall be regulated as follows:
- a. ~~*Required yards:* Shall not encroach into any required front, secondary front or side yard and shall not encroach more than ten feet into any required rear yard~~

- a. Decks and patios that exceed two feet above grade shall meet all yard requirements for the district in which they are located.
- b. Decks of two feet or less in height above grade shall have the following setbacks:
 1. Front, secondary front, and side yards: As required for the principal structure
 2. Rear yard: Five feet
 3. Waterfront yard: Ten feet
- c. Patios of two feet or less in height above grade shall have the following setbacks:
 1. Front and secondary front yards: As required for the principal structure
 2. Side and rear yards: Two feet
 3. Waterfront yards: No required setback

SECTION 3. Codification. This Ordinance shall be codified in the Code of Ordinance of the City of St. Pete Beach.

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. Scrivener's Error. The City Attorney may correct scrivener's errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

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

SECTION 8. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 9. 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, Amber LaRowe, 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 _____, 2021.

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: First Reading Ordinance 2021-11: Building Fee Structure Amendment - Single Family Homes and Windows/Doors/Shutters

Date: May 25, 2021

Prepared By: Wesley Wright, Community Development Director

Through: Alex Rey, City Manager

Summary of Issue: The City Commission has been in discussions pertaining to modifications to the building permit fees. Staff has analyzed the cost of such fees and have provided a cost that is more inline with the relationship to the effort to approve and inspect building projects, rather than the cost of the project. This modification will provide immediate relief to our residents.

Funding: N/A

Requested Motion: I move to approve first reading of Ordinance 2021-11.

Attachments:

1. Fee Worksheets
2. 2021-11 Building Fee Ordinance SFD and Windows

• **REVISED to include PTO & Holidays – 4-14-21**

Single Family Home Fees

Employee Inspection & Plan Review Cost - \$81.01 Hr. / \$168,500.00 Yr.

Employee Zoning Review Cost - \$38.19 Hr. / \$79,435.00 Yr.

Employee Permit Intake Cost - \$34.72 Hr. / \$72,217.60 Yr.

Yearly Work Hours – 2080 hrs. – PTO & Holidays (160) = **1920 hrs.**

Actual hours per day performing Inspections & plan review 4.5 Hrs./day. X 48 wks. = **1080 Hr./Yr.**

Actual Hours per day performing plan review 4.5 Hrs./day X 48 wks. = **1080 Hr./Yr.**

Actual Hours per day performing Permit Intake 6.0 Hrs./day X 48 wks. = **1440 Hr./Yr.**

Actual hours performing administrative work 3.5

Adjusted hourly rates

Inspection & Plan Review - \$168,500.00 / 1080 = **\$ 156.00 Hr.**

Zoning Review - \$79,435.00 / 1080 = **\$ 73.55 Hr.**

Permit Intake - \$72,217.60 / 1080 = **\$ 66.86 Hr.**

Average Number of inspections done on each home in the last year – **36**

Average time spent on Building plan reviews for SFR – **3.0 Hrs.**

Average time spent on Zoning plan reviews – **2.0 Hrs.**

Average time spent on Permit Intake/ Admin. – **1.5 Hrs.**

Total Fee Costs

Inspections = \$156.00 X 36 inspections = **\$ 5,616.00**

Building Plan Review = \$ 156.00 x 3 = **\$ 468.00**

Zoning Plan Review = \$ 73.55 x 3 = **\$ 220.65**

Permit Intake = \$ 66.86 x 1.5 = **\$ 100.29**

Total Fees \$ 6,405.00

******* Re-Inspection Fees need to be increased from \$ 50.00 to \$ 150.00 *******

Window Fees – Equal Change-out Residential ONLY

Employee Inspection & Plan Review Cost - \$81.01 Hr. / \$168,500.00 Yr.

Employee Zoning Review Cost - \$38.19 Hr. / \$79,435.00 Yr.

Employee Permit Intake Cost - \$34.72 Hr. / \$72,217.60 Yr.

Yearly Work Hours – 2080 hrs. – PTO & Holidays (160) = **1920 hrs.**

Actual hours per day performing Inspections & plan review 4.5 Hrs/day. X 48 wks. = **1080 Hr./Yr.**

Actual Hours per day performing plan review 4.5 Hrs./day X 48 wks. = **1080 Hr./Yr.**

Actual Hours per day performing Permit Intake 6.0 Hrs./day X 48 wks. = **1440 Hr./Yr.**

Actual hours performing administrative work 3.5

Adjusted hourly rates

Inspection & Plan Review - \$168,500.00 / 1080 = **\$ 156.00 Hr.**

Zoning Review - \$79,435.00 / 1080 = **\$ 73.55 Hr.**

Permit Intake - \$72,217.60 / 1080 = **\$ 66.86 Hr.**

Average Number of inspections done on a window permit– **1 ****

Average time spent on Building plan reviews for SFR – **0.5 hr. *****

Average time spent on Zoning plan reviews – **0 hr**

Average time spent on Permit Intake/ Admin. – **1 hr**

Total Fee Costs

Inspections = \$156.00 X 1 inspections = \$ 156.00

Building Plan Review = \$ 156.00 x 0.5 = \$ 78.00

Zoning Plan Review = \$ 73.55 x 0 = \$ 0.00

Permit Intake = \$ 66.86 x 1 = \$ 66.86

Total Fees \$ 300.86

**** If more than (1) inspection needed that a re-inspection fee of \$150.00 will be charged for each additional inspection.**

***** If plan review fails than an additional ½ hr will be charged at a rate of \$78.00**

******* Re-Inspection Fees need to be increased from \$ 50.00 to \$ 150.00 *******

ORDINANCE 2021-11

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, AMENDING APPENDIX "A" OF THE CODE OF ORDINANCES, PERTAINING TO THE FEE SCHEDULE TO SET FLAT FEES FOR CERTAIN PROJECT TYPES; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Commission seeks to ensure that building permit fees collected accurately reflect the administrative costs of administering its codes and conducting inspections.

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

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

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. Scrivener's Error. The City Attorney may correct scrivener's errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

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

SECTION 8. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 9. Effective Date. This ordinance shall take effect immediately upon adoption.

FIRST READING: 05/25/2021

PUBLISHED:

SECOND READING:

PUBLIC HEARING:

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

Alan Johnson, Mayor

I, Amber LaRowe, 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 _____, 2021.

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

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

Exhibit A

APPENDIX A – FEE SCHEDULE

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

Description	Amount
Chapter 118. Planning and Development	

<i>Building Permit Fees:</i>	
<u>Single Family Dwelling</u>	<u>\$6,400.00 for First 2,500 square feet, then \$1000.00 per additional 1,000 square feet or fraction thereof.</u>
Re-inspection fee	50.00 <u>150.00</u>
<u>Windows, Doors and Shutters</u>	<u>Flat fee of \$300.00, includes 1 inspection.</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.

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

Issue Considered: Additional 5-Cent Local Option Fuel Tax

Date: May 25, 2021

Prepared By: Vince Tenaglia, Assistant City Manager

Through: Alex Rey, City Manager

Summary of Issue: The current local option fuel tax is established at seven cents per gallon throughout Pinellas County. The tax is not indexed to fuel prices and is assessed on a per-gallon basis. Between the demand impact of Covid-19 and lower consumption trends due to increased fuel efficiency and electric vehicles, the current and long-term revenue outlook is challenged. The County is therefore considering an additional 5-cent gas tax, equivalent to the 12-cent total tax currently imposed by Pasco, Manatee, and Sarasota counties.

The County has asked all municipalities to express their desire to participate in the interlocal agreement, with 50.1% support required for the County to proceed with an ordinance to increase the fuel tax. The interlocal maintains the existing 40% revenue allocation to the municipalities, distributed based on population.

If approved, the estimated additional revenue for the City of St. Pete Beach is \$80,000 for fiscal year 2022. Eligible expenditures include transportation-related programs such as roadway and right-of-way maintenance and drainage, street lighting, traffic signs, traffic engineering, signalization, and pavement markings.

Requested Motion: “I move to authorize execution of the interlocal agreement for an additional 5-cent local option fuel tax.”

Attachment: Interlocal agreement

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT made and entered into as of the _____ day of _____, 2021, by and between Pinellas County, a political subdivision of the State of Florida (the “County”) and the municipalities that are parties hereto within Pinellas County representing a majority of the population of the incorporated area of Pinellas County, as listed on the signature pages hereto (the “Municipalities”).

W I T N E S S E T H:

WHEREAS, this Interlocal Agreement (“Interlocal Agreement”) is authorized by § 336.025, Florida Statutes, and other applicable law; and

WHEREAS, § 336.025(1)(b), Florida Statutes, authorizes the imposition of a local option fuel tax of up to five cents (\$0.05) upon every gallon of motor fuel and diesel fuel sold in the County and taxed under the provisions of Chapter 206, Florida Statutes; and

WHEREAS, that section also provides that this tax may be extended or the distribution changed in the manner set forth herein; and

WHEREAS, there continues to be a need within Pinellas County for the County and the Municipalities to have access to additional funds to be used for transportation expenditures needed to meet the requirements of the capital improvements element of an adopted comprehensive plan or for expenditures needed to meet immediate local transportation problems and for other transportation-related expenditures that are critical for building comprehensive roadway networks by local governments as authorized by § 336.025(1)(b), Florida Statutes; and

WHEREAS, the Board of County Commissioners will consider levying the local option fuel tax as authorized by § 336.025(1)(b), Florida Statutes, (“5¢ Local Option Fuel Tax”) on or before September 30, 2021; and

WHEREAS, the purpose and intent of this Interlocal Agreement is to establish a plan for the administration and expenditure of the proceeds of the 5¢ Local Option Fuel Tax, and as required by § 336.025(1)(b)2., Florida Statutes, to establish a distribution formula by determining the division of the proceeds from the 5¢ Local Option Fuel Tax.

NOW, THEREFORE, in consideration of the premises and of the mutual benefit, and in consideration of the covenants and agreements set forth herein, the County and the Municipalities agree as follows:

1. **DISTRIBUTION.** The 5¢ Local Option Fuel Tax imposed by the County upon every gallon of motor fuel and diesel fuel sold in the County and taxed under the provisions of Chapter 206, Florida Statutes, shall be distributed by the State Department of Revenue directly to the County, for subsequent allocation and disbursement to the Municipalities and the County in accordance with the distribution formula attached hereto as Appendix "A" and incorporated by reference herein.

2. **UTILIZATION OF FUEL TAXES.** The County and the Municipalities agree that the moneys received from the 5¢ Local Option Fuel Tax, or the proceeds of any revenue bonds secured thereby, shall only be utilized as authorized by § 336.025(1)(b), Florida Statutes.

3. **NEW INTERLOCAL AGREEMENT.** This Interlocal Agreement, and any distribution hereunder, has no effect on any distribution under the terms of the interlocal agreement dated December 21, 2005 (as it has been amended from time to time) relating to the local option fuel tax authorized by § 336.025(1)(a), Florida Statutes.

4. **ABILITY TO PLEDGE.** The parties' respective portions of the 5¢ Local Option Fuel Tax may be pledged by the County or the Municipalities to secure revenue bonds or other obligations for the purposes set forth in Section 336.025, Florida Statutes, and as set forth in this

Agreement. The County and the Municipalities may also develop, implement and administer any other program or financial arrangement in accordance with applicable law and this Interlocal Agreement which provides for payment with their respective share of the 5¢ Local Option Fuel Tax.

5. NEW MUNICIPALITIES. Any municipality which may become newly incorporated in the County after the effective date hereof and which is eligible for participation in the distribution of the proceeds of the 5¢ Local Option Fuel Tax under Parts II and VI of Chapter 218 may become a party hereto, but only in accordance with § 336.025(4)(b), Florida Statutes.

6. AMENDMENT. This Agreement may be amended in writing upon the express formal consent of the governing bodies of all the parties.

7. EFFECTIVE DATE. This Interlocal will be effective for the purposes stated herein on January 1, 2022 and will expire on December 31, 2032.

8. TERMINATION IF NO LEVY. This Interlocal will automatically terminate in the event that the County does not adopt an ordinance levying 5¢ Local Option Fuel Tax (in whole or in part) on or before September 30, 2021.

9. PERIODIC REVIEW. The County and Municipalities shall review the distribution formula for the 5¢ Local Option Fuel Tax at least every ten (10) years during the term hereof, including any extensions of this Interlocal Agreement.

10. FILING INTERLOCAL AGREEMENT. Upon the execution hereof by the duly authorized representatives of the parties, this Interlocal Agreement shall be filed with the Clerk of the Circuit Court for recording in the public records of Pinellas County, Florida, as required by § 163.01(11), Florida Statutes.

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

ATTEST:
KEN BURKE, CLERK

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

By: _____
Deputy Clerk

By: _____
Chair

[SEAL]

< ADDITIONAL SIGNATURE PAGES TO FOLLOW >

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

ATTEST:

TOWN OF BELLEAIR

By: _____
City Clerk

By: _____
Mayor

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

ATTEST:

CITY OF BELLEAIR BEACH

By: _____
City Clerk

By: _____
Mayor

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

ATTEST:

CITY OF BELLEAIR BLUFFS

By: _____
City Clerk

By: _____
Mayor

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

ATTEST:

TOWN OF BELLEAIR SHORE

By: _____
City Clerk

By: _____
Mayor

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

ATTEST:

CITY OF CLEARWATER

By: _____
City Clerk

By: _____
City Manager

COUNTERSIGNED:

By: _____
Mayor

APPROVED AS TO FORM

By: _____
City Attorney

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

ATTEST:

CITY OF DUNEDIN

By: _____
City Clerk

By: _____
Mayor

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

ATTEST:

CITY OF GULFPORT

By: _____
City Clerk

By: _____
Mayor

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

ATTEST:

CITY OF INDIAN ROCKS BEACH

By: _____
City Clerk

By: _____
Mayor

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

ATTEST:

TOWN OF INDIAN SHORES

By: _____
City Clerk

By: _____
Mayor

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

ATTEST:

TOWN OF KENNETH CITY

By: _____
City Clerk

By: _____
Mayor

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

ATTEST:

CITY OF LARGO

By: _____
City Manager

By: _____
Mayor

[SEAL]

Reviewed and approved:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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

ATTEST:

CITY OF MADEIRA BEACH

By: _____
City Clerk

By: _____
Mayor

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

ATTEST:

TOWN OF NORTH REDINGTON BEACH

By: _____
City Clerk

By: _____
Mayor

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

ATTEST:

CITY OF OLDSMAR

By: _____
City Clerk

By: _____
Mayor

APPROVED AS TO FORM

By: _____
City Attorney

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

ATTEST:

CITY OF PINELLAS PARK

By: _____
City Clerk

By: _____
Mayor

APPROVED AS TO FORM AND CONTENT

By: _____
City Attorney

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

ATTEST:

TOWN OF REDINGTON BEACH

By: _____
City Clerk

By: _____
Mayor

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

ATTEST:

TOWN OF REDINGTON SHORES

By: _____
City Clerk

By: _____
Mayor

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

ATTEST:

CITY OF SAFETY HARBOR

By: _____
City Clerk

By: _____
Mayor

APPROVED AS TO FORM

By: _____
City Attorney

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

ATTEST:

CITY OF ST. PETE BEACH

By: _____
City Clerk

By: _____
Mayor

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

ATTEST:

CITY OF ST. PETERSBURG

By: _____
City Clerk

By: _____
Mayor

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

ATTEST:

CITY OF SEMINOLE

By: _____
City Clerk

By: _____
Mayor

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

ATTEST:

CITY OF SOUTH PASADENA

By: _____
City Clerk

By: _____
Mayor

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

ATTEST:

CITY OF TARPON SPRINGS

By: _____
City Clerk

By: _____
Mayor

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

ATTEST:

CITY OF TREASURE ISLAND

By: _____
City Manager

By: _____
Mayor

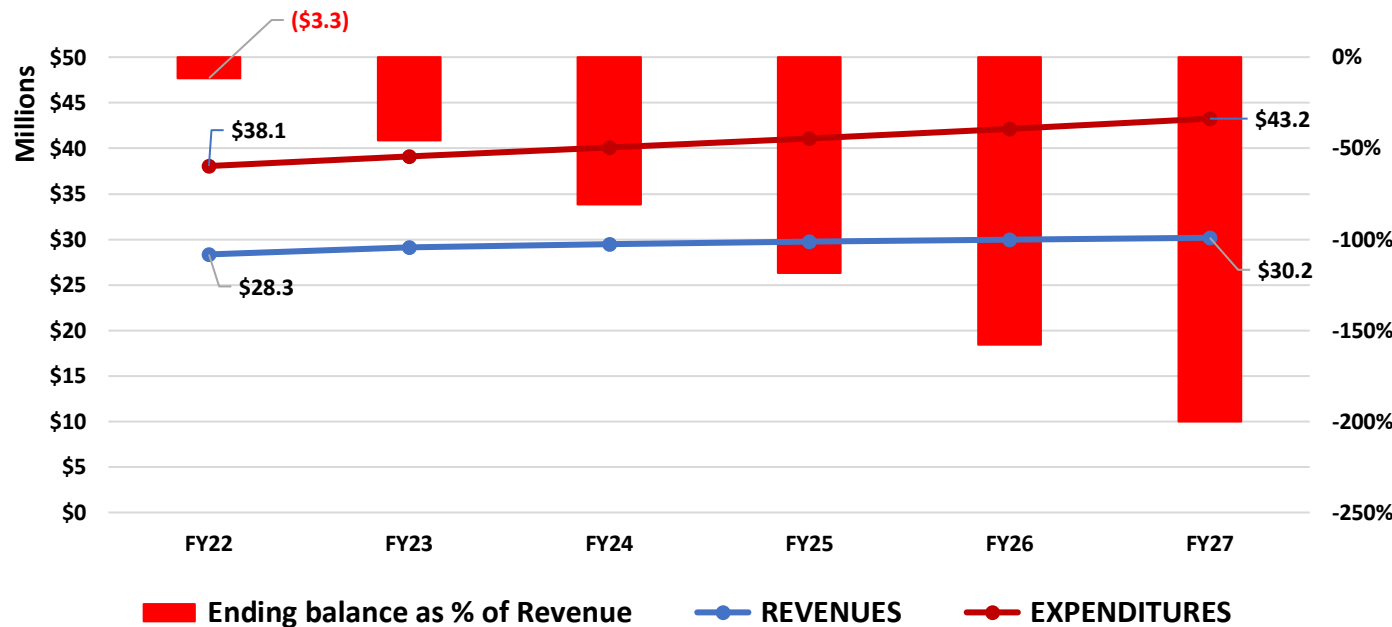
EXHIBIT A

Pinellas County Local Government	5¢ LOFT Allocation
Pinellas County	60.00%
Belleair	0.23%
Belleair Beach	0.09%
Belleair Bluffs	0.12%
Belleair Shore	0.01%
Clearwater	6.69%
Dunedin	2.14%
Gulfport	0.71%
Indian Rocks Beach	0.24%
Indian Shores	0.08%
Kenneth City	0.29%
Largo	4.79%
Madeira Beach	0.25%
North Redington Beach	0.09%
Oldsmar	0.85%
Pinellas Park	3.07%
Redington Beach	0.09%
Redington Shores	0.12%
Safety Harbor	1.00%
St. Pete Beach	0.54%
St. Petersburg	15.33%
Seminole	1.12%
South Pasadena	0.29%
Tarpon Springs	1.47%
Treasure Island	0.39%
GRAND TOTAL	100.00%



Transportation Trust Fund: Additional 5-Cent Local Option Fuel Tax

Current Transportation Trust Fund Forecast



*Assumes the extension of the Ninth Cent Fuel Tax (set to expire in December 2026).

Examples of Current Service Levels

- **Sidewalk Repairs and Maintenance**
 - **LOS D with significant repair backlog**
 - **Replacement rate:**
 - Demand: 8 miles per year
 - Current: 3.5 miles per year
 - **Annual backlog growth 10%**
- **Right-of-Way Mowing**
 - **LOS C with 11 in-house and 14 contractual cycles per year**
 - Hillsborough County – 27 contractual
 - Pasco County – 26 contractual



Why Additional Funding Needed

- **Estimated \$10M annual funding gap for County**
 - **Fund balance exhausted during FY22**
- **Expenditure inflation outpacing revenue growth**
 - **Gas tax not indexed to prices**
 - **Increased fuel efficiency and conversion to electric vehicles**
- **Service levels not meeting expectations**
- **Reduced gas tax revenue due to COVID-19**
- **Cities experiencing funding gaps**

Options to Address Funding Gap



Scenario 1: Decrease Expenditures to Match Revenues

- Requires ongoing large-scale impacts to level of service (Maintenance and Operations)

Scenario 2: General Fund Subsidy

Scenario 3: Expand Local Option Fuel Tax by 5 cents

- Requires ongoing reductions and impacts to level of service (Maintenance and Operations)
- Revenue for capital related initiatives (Sidewalks/ATMS)

- **Peer Gas Taxes**

- **36 counties including Pasco, Manatee, and Sarasota impose 12 cents**
- **Hillsborough imposes 7 cents (same as Pinellas currently)**

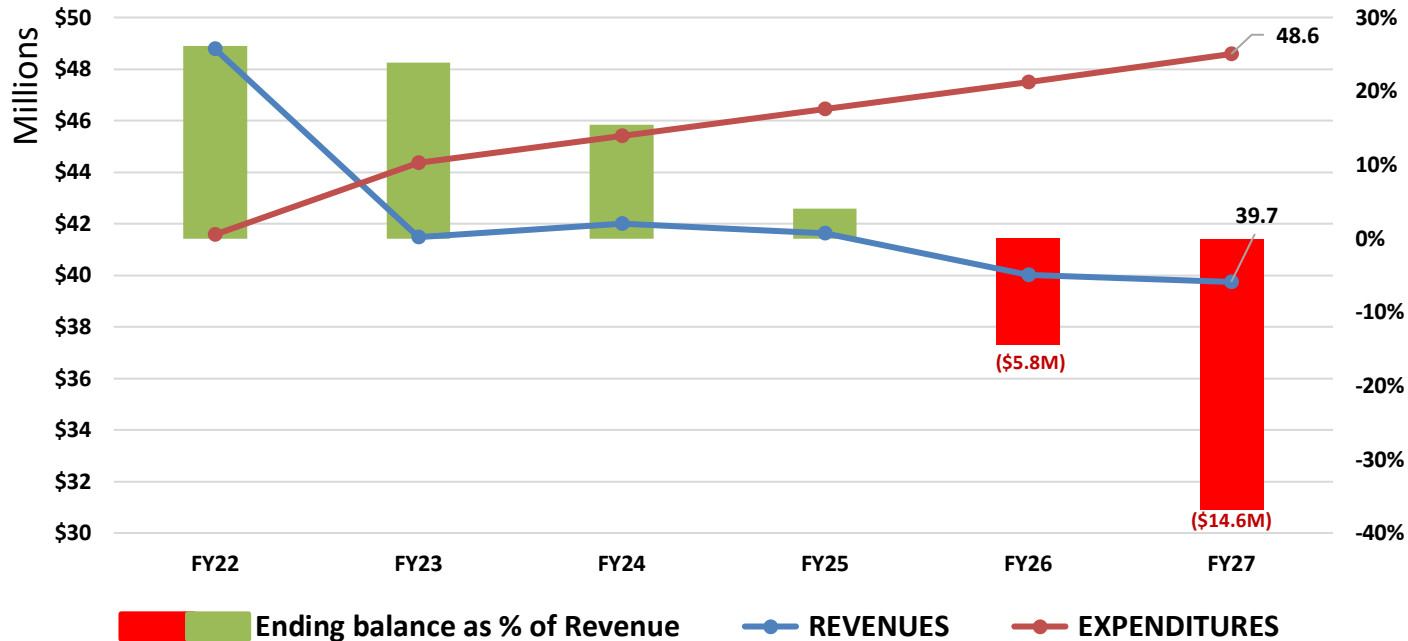
- **User Fee vs Property Tax**

- **Gas taxes are imposed on users including non-residents**
 - Over 1/3 Penny funds paid for by non-residents
- **Property taxes (General Fund subsidy) are imposed on property owners only**

Recommendation

- **FY22 LOFT Expansion of 5 Cents**
 - **60%/40% split with municipalities**
 - **Additional Projected Revenue \$54M between FY22 – FY27**
- **Non-Recurring Funding**
 - **General Fund Subsidy to Address Sidewalk Backlog**
 - **Lost Revenue Restoration using American Rescue Plan Act funds**
 - **Repayment of Transfer to Capital Projects Fund in FY19**
- **Renew Ninth Cent in FY 27 (Set to Expire Dec. 2026)**

Revised Transportation Trust Fund Forecast



*Assumes the extension of the Ninth Cent Fuel Tax (set to expire in December 2026)

Next Steps

- **Send Interlocal to Cities**
- **Budget Workshop with Public Works on May 19**
- **BCC Considers Interlocal on May 25**
- **BCC Considers Ordinance to Levy Additional LOFT in June/July**
- **Notify Florida Department of Revenue by October 1**
- **5 Cent Levy Imposition Commences January 1, 2022**

CITY COMMISSION MEETING CITY OF ST. PETE BEACH

Agenda Report

Issue Considered: Resolution 2021-12 Supporting Safe Streets Pinellas

Date: May 25, 2021

Prepared By: Michelle Gonzalez, Transportation and Parking Director

Through: Alex Rey, City Manager

Summary of Issue: Every day, two people are killed or seriously injured in traffic collisions in Pinellas County. Pedestrians, bicyclists, and motorcyclists are much more likely to be killed or seriously injured in a crash than those traveling in an automobile. Safe Streets Pinellas is focused on making the roadways in Pinellas County safer for everyone, no matter how they travel.

Forward Pinellas has been working on the Safe Street Pinellas Action Plan, which focuses on the principle of Vision Zero. Vision Zero is a planning movement which originated in Sweden and has taken off worldwide and across America. It recognizes a systems approach to enhancing roadway safety for all users.

The plan focuses on the following key elements:

- Data Collection, Monitoring & Analysis
- Education Campaign
- Street and Roadway Design
- Funding
- Legislation

The goal of the Safe Streets Pinellas Action Plan is to address safety concerns throughout the County by collecting and providing data and information to partner agencies and working together with them to achieve zero deaths on Pinellas County roadways by 2045.

People make mistakes and transportation systems should be designed to minimize the consequences of these errors. The City recognizes that as part of

expanding our Complete Streets program, it is essential to make roadway safety for all users an important element of our plans and policies. Thus supporting the Forward Pinellas Safe Street Pinellas Action Plan supports the city's Strategic Plan Vision toward safer and walkable streets.

Funding: N/A

Requested Motion: I move to adopt Resolution 2021-12.

Attachments: 1. Safe Streets Resolution

RESOLUTION 2021-12

A RESOLUTION OF THE CITY COMMISSION OF THE CITY ST. PETE BEACH, FLORIDA, SUPPORTING SAFE STREETS PINELLAS, A VISION ZERO EFFORT TO ELIMINATE TRAFFIC FATALITIES AND SERIOUS INJURIES ON THE PINELLAS TRANSPORTATION NETWORK

WHEREAS, two people are killed or seriously injured in traffic crashes every day in Pinellas County; and

WHEREAS, minority and low-income communities face a disproportionate risk of serious traffic injuries and fatalities; and

WHEREAS, the number of people dying and suffering serious injuries on our streets is a serious public health problem that necessitates public action; and

WHEREAS, safe and reliable transportation is a priority for the City Commission of the City of St. Pete Beach; and

WHEREAS, the City commits to working with Forward Pinellas and partner agencies to identify and implement projects and programs that reduce the potential for serious traffic injuries and fatalities by taking a safe systems approach; and

WHEREAS, the City recognizes that traffic fatalities and serious injuries are preventable and not inevitable.

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 adopts a goal of Vision Zero, that no loss of life is acceptable on our streets by 2045 and supports Forward Pinellas Safe Streets Pinellas Action Plan as follows:

1. The City will support the implementation of Safe Streets Pinellas, the Forward Pinellas Vision Zero Action Plan; and
2. The City will incorporate Vision Zero and Safe Systems into its plans, policies and department activities; and
3. The City will participate in the Safe Streets Pinellas Working Group to coordinate safety improvements, to advance local priorities that will make streets safer for the traveling public, and to access technical assistance and support in reducing fatal and serious injury crashes.

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 _____, 2020.

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

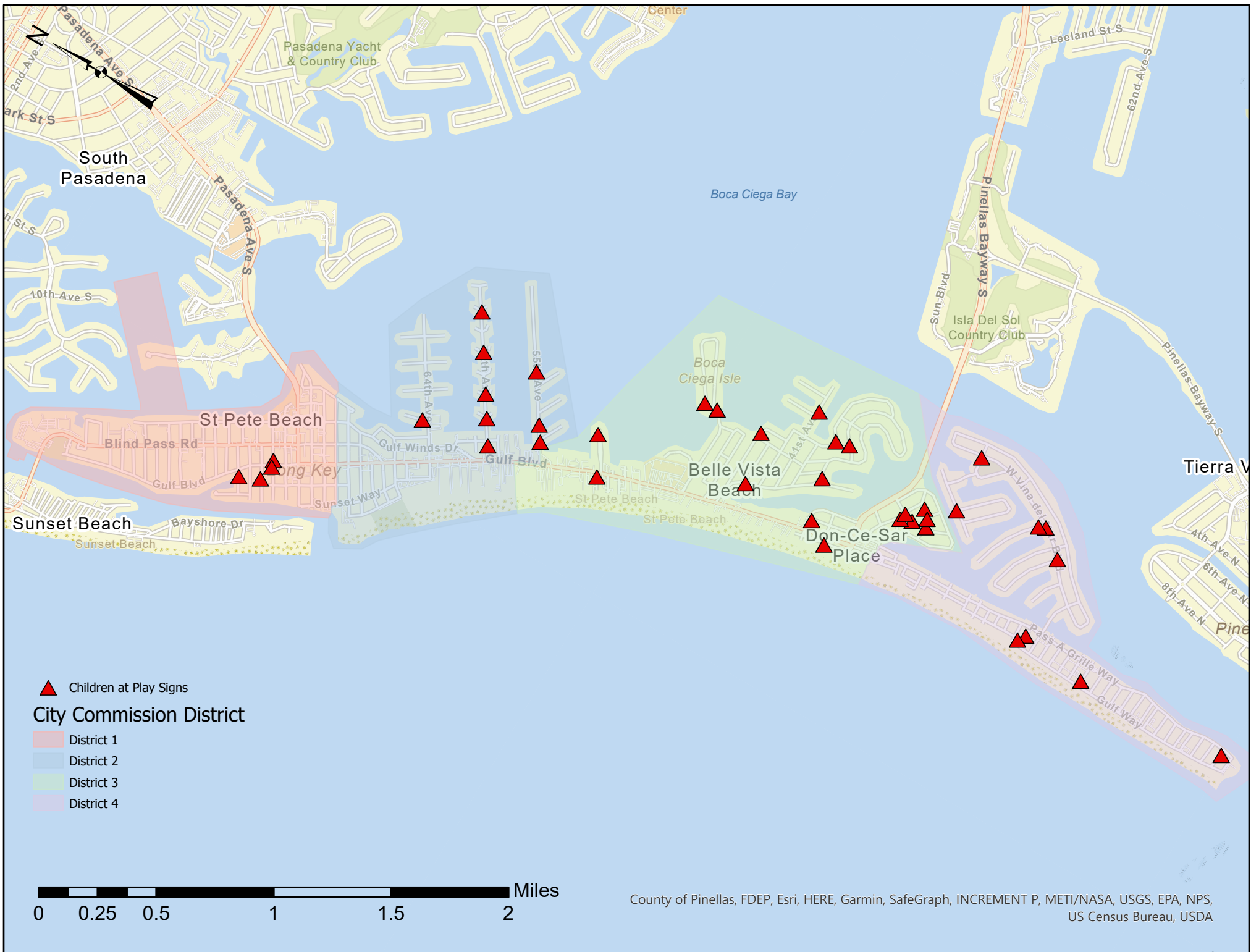
Alan Johnson, Mayor

ATTEST:

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney



County of Pinellas, FDEP, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA