

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

155 Corey Avenue

**Wednesday, September 10, 2008**

**6:30 PM**

Call to Order  
Pledge of Allegiance  
Invocation  
Roll Call

---

## **AGENDA MEETING**

*All items on the Consent Agenda will be enacted by one motion at the Regular Meeting. Items may be removed for discussion, changes, and/or anticipation of a non-unanimous vote and considered separately at the Regular Meeting on the request of anyone on the Commission or by a majority vote of the City Commission upon request of an audience member*

---

## **REGULAR MEETING**

- 1. Presentations**
  - a. Upham Beach T-groins - Nicole Elko**
- 2. Audience Comments**
- 3. Consent**
  - a. Refund \$918.00 to the property owner of 107 4th Avenue due to a reclaimed water billing error.**
  - b. Authorization for the City Manager and Chief of Police to enter into an agreement with the Florida Department of Transportation accepting a highway safety grant in the amount \$53,084 for third year funding of a three year grant project.**
  - c. Authorization for the City Manager to enter into an agreement with the Pinellas County Sheriff's Office for FY 09 crime scene services and property and evidence storage services in the amount of \$37,561.20.**

- d. Authorize the City Manager to Sign the Municipal Subscription Plan Agreement in the amount of \$34,585.00.**
  - e. Authorization for the City Manager to enter into a one-year contract extension with Trugreen Landcare LLC for grounds maintenance of City properties in the amount of \$153,054.86.**
- 4. Ordinances**
  - a. Ordinance 2008-35, Final Reading and Public Hearing, setting the millage rate**
  - b. Ordinance 2008-36, Final Reading and Public Hearing, Budget Ordinance**
  - c. Ordinance 2008-31, Final Reading and Public Hearing, establishing procedures for the creation, execution and enforcement of Development Agreements as defined in Florida Statutes 163.3220.**
  - d. Ordinance 2008-37, Final Reading and Public Hearing, Deleting Article X, Chapter 22, Sister City Committee, of the City of St. Pete Beach Code of Ordinances**
- 5. Action Items**
  - a. Authorization for the City Manager to enter into a standard City Purchasing Agreement with Cairns Corporation for exterior repairs and improvements to the Pass-A-Grille Shuffleboard Court Building utilizing \$4,650.00 in City reserves for payment.**
- 6. Items for Discussion**
  - a. Proposed modification to Division 3.10 of the Land Development Code - Bryant, Miller, Olive**
- 7. City Manager, City Attorney and City Commission Reports**
- 8. Adjournment**

#### *APPEALS*

*If a person decides to appeal any decision made at this hearing, they will need a record of the proceeding and, for such purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105) The City does not furnish verbatim transcripts; interested parties should make the necessary arrangements for verbatim transcripts.*

*Agenda Material is available for review at City Hall on the Friday preceding the meeting. In accordance with the Americans with Disabilities Act and F.S. 286.26, persons with disabilities needing special accommodation to participate in this proceeding should contact Ed Pickhardt at (727) 363-9243 no later than four (4) days prior to the proceeding for assistance.*

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

**Issue Considered:** Refund \$918.00 to the property owner of 107 4<sup>th</sup> Avenue due to a reclaimed water billing error.

**Date:** September 10, 2008

**Prepared By:** Steven J. Hallock, Public Services Director

**Summary of Issue:** The property owner of 107 4<sup>th</sup> Avenue discovered that he had been billed for a reclaimed water connection that does not exist. Staff investigated and discovered that there are two (2) metered drinking water connections but only one (1) reclaimed water connection. The property owner was receiving two (2) reclaimed water bills because it is based on the number of water meters. Based on this fact staff refunded the property owner four (4) years (\$552.00) as required under the *Statute of Limitations*. City Commission is directing that the property owner be refunded all the way back to when the original connection was made. This equates to another \$918.00 that will need to be paid to the property owner.

**Requested Motion:** “I move to refund \$918.00 to the property owner of 107 4<sup>th</sup> Avenue due to a reclaimed water billing error.”

**Reviewed by  
City Manager:** MB

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

**Issue Considered:** Authorization for the City Manager and Chief of Police to enter into an agreement with the Florida Department of Transportation accepting a highway safety grant in the amount \$53,084 for third year funding of a three year grant project.

**Date:** September 10, 2008

**Prepared By:** Dan O'Connor – Administrative Services Supervisor

**Through:** David Romine – Chief of Police

**Summary of Issue:** The police department recently applied and was awarded third year funding of a Florida Department of Transportation highway safety grant in the amount of \$53,084. This grant will fund 50% of the salary and benefit costs associated with one police officer up to \$32,334. This grant will also fund 100% of the costs associated with the purchase and delivery of (1) diesel powered light tower/trailer (\$8000), (1) enclosed traffic cone trailer (\$7000), (150) 36" traffic cones (\$3750) and (4) portable breath testing devices (\$2000). The local match of this grant totals \$32,334. The grant project, identified as "The St. Pete Beach Community Traffic Initiative" will allow for the continued deployment of a dedicated traffic unit within the City. The dedicated traffic unit will continue to actively seek community input regarding traffic problems and will practice the philosophy of community policing by combining education, public awareness and vigorous traffic enforcement to make St. Pete Beach a safer place to travel and visit.

**Requested Motion:** "I move to authorize the City Manager and Chief of Police to enter into an agreement with the Florida Department of Transportation accepting a highway safety grant in the amount of \$53,084."

**Attachments:** FDOT Agreement

**Reviewed by  
City Manager:** *MB*

5

## Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Objectives
4. Evaluation
5. Milestones (Use form provided)

Start below and use additional pages as necessary.

### 1. Statement of the Problem:

The City of St. Pete Beach, a busy resort barrier island located on the Gulf of Mexico, hosts many domestic and international motorists and pedestrians. Non-transient population is 10,000+; however the total population quadruples to over 40,000 seasonally and during holidays and weekends. Approximately 35,000 vehicles per day transverse State Route 699 (Gulf Blvd.), the main thoroughfare. St. Pete Beach stretches 6 miles, with approximately 118 licensed alcohol-dispensing establishments, resulting in 19.6 places per mile where alcohol may be purchased/consumed. The definite need for continued funding of additional enforcement action for impaired drivers and related community-wide education programs is summarized below.

St. Pete Beach has a disproportionate percentage of alcohol-related crashes when compared to the rest of Pinellas County and other cities of similar size throughout the state of Florida. Five-year crash statistics obtained from Florida Cities Highway Safety Matrix, and the Florida Department of Highway Safety and Motor Vehicles between 2002-2006, indicate that St. Pete Beach unfortunately holds the second highest average percentage (19.83%) of alcohol-related crashes to non-alcohol related crashes in the state for similar sized cities. Of the 96 cities in Florida with populations between 10,000 and 39,999, the statewide five-year percentage average of alcohol related crashes to non alcohol related crashes is 10.50%. The five-year Pinellas county-wide percentage average of alcohol related crashes to non alcohol related crashes is 11.08%. The five-year Pinellas county-wide percentage average of similar sized cities in Pinellas County of alcohol related crashes to non alcohol related crashes is 13.69%

St. Pete Beach EXCEEDS the state of Florida in cities of similar size in alcohol-related crash averages by approximately 88.8%.

St. Pete Beach is ranked THE WORST, #1, in all cities of similar size in FDOT District 7 for the average percentage of alcohol-related crashes to non-alcohol-related crashes.

St. Pete Beach is ranked SECOND WORST, #2, in all cities of similar size in the state of Florida for the average percentage of alcohol-related crashes to non-alcohol-related crashes.

St. Pete Beach is ranked THE WORST, #1, in Pinellas County cities of similar size for the average percentage of alcohol-related crashes to non-alcohol-related crashes.

As a community, continued third year funding of The St. Pete Beach Community Traffic Initiative, is our most urgent need.

### 2. Proposed Solution:

Third year funding assistance will be provided to the St. Pete Beach Police Department for 50% of the salary and benefits associated with one full-time officer already deployed and designated as a dedicated Traffic Enforcement Unit. The St. Pete Beach Traffic Unit will continue to be utilized at peak hours of travel to convey our collective goal of traffic law compliance. The Traffic Unit will continue to vigorously enforce all traffic laws and any violation of laws that come to light as a result of our enforcement efforts, with emphasis on DUI enforcement. Using our in-house training facility, the Traffic Unit will continue to coordinate with local alcohol-dispensing establishment representatives, residential, citizen and various community groups to foster awareness and provide education. The Traffic Unit will continue to actively seek community input regarding traffic problems and will continue to practice the philosophy of community policing, while identifying, prioritizing and addressing such matters. Our solution will continue to combine education, public awareness and vigorous enforcement methods to make St. Pete Beach a safer place to travel and visit.

State clearly and in detail the aims of the project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Objectives
4. Evaluation
5. Milestones (Use form provided)

Start below and use additional pages as necessary.

The deployment of the St. Pete Beach Traffic Unit has given the police department flexibility to engage in comprehensive training programs centered around DUI recognition and enforcement. Existing departmental instructors have and will continue to conduct regular and specialized training in drug recognition, video camera use, field sobriety testing and other DUI-related topics. Continued funding assistance will again allow us to maximize personnel hours and make optimal use of our staff. We are requesting FDOT provide 50% funding of the salary and benefits associated with one full time officer for the third year of the project. In addition, we are requesting FDOT provide additional capital outlay and expense funding for the purchase of a diesel powered light tower/trailer, an enclosed traffic cone trailer, (150) 36" traffic cones and (4) portable breath alcohol testing devices. The additional equipment requested for FY 09 will be utilized in conjunction with our grant funded solar message board for minimum manpower DUI checkpoints. This additional equipment is essential for the continued success of the project and will provide additional safety to motorists and officers. Thereafter, the St. Pete Beach Police Department will be committed to continue the project by funding from the city. With funding for this unit, the Traffic Unit will be expected to increase DUI arrests by 50% based on the average of calendar years 2002-2007 (128) to 192 arrests by September 30, 2009. The Traffic Unit will continue to utilize the grant funded vehicle, radar unit, computer, mobile message board/trailer, diesel powered light tower/trailer, traffic cones, enclosed traffic cone trailer and portable breath alcohol testing devices to assist in all methods of traffic enforcement and education. Whenever possible, the Traffic Unit will continue to be jointly deployed with the St. Pete Beach Motorcycle Unit. The combination of the grant funded traditional police vehicle in conjunction with a police motorcycle will continue to greatly enhance the ability to spot, pursue and apprehend offenders throughout the heavily congested city. This too will continue to provide an unequalled stealth approach that enhances individual and multi-unit traffic enforcement efforts. The Traffic Unit will continue to attempt to reduce the number of impaired drivers on the roadways, thereby reducing the amount of alcohol-related crashes through dynamic enforcement. This, along with increasing the public awareness of added DUI enforcement by the Traffic Unit, will continue to allow for success of this program.

### 3. Objectives:

#1. Conduct a media event to announce the third year funding of the grant and publicize our continued partnership with FDOT. #2. Reduce the percentage of alcohol-related crashes to non-alcohol-related crashes from 19.83% to 10.50%, the state average for cities of similar size - a reduction of 47.04%. #3. Increase DUI arrests by 50% from the average of calendar years 2002-2007 (128) to 192 arrests by September 30, 2009. #4. Participate in FDOT enforcement waves and enforcement campaigns, including DUI checkpoints, "Click it or Ticket", "You Drink You Drive You Lose", "Buckle Up in Your Truck", and similar programs. #5. Offer quarterly training sessions involving business and residents, where educational material on driving safety will be disseminated. #6. Continue to form and further develop partnerships with local, county and state governmental entities, including Pinellas County Community Traffic Safety Team, and similar associations.

### 4. Evaluation:

To gauge the effectiveness of the project St. Pete Beach Police Department will continue to conduct evaluation activities to measure outcomes and verify completion of objectives by daily tracking of citations, all crashes, arrests, criminal activity and monitoring same for quantitative and qualitative results. DUI and alcohol related crash patterns will continue to be identified and addressed through monitoring of specific problem areas targeted by the Traffic Unit through the submission of daily activity reports. Continued analysis and monitoring of community input/feedback, addressing successful achievements of goals and objectives and further areas in need of improvement or modification.

| Milestones                                                                                                                                                                          | Timetable for Milestones            |                                     |                                     |                                     |                                     |                                     |                                     |                                     |                                     |                                     |                                     |                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
|                                                                                                                                                                                     | 1 <sup>st</sup> Quarter             |                                     |                                     | 2 <sup>nd</sup> Quarter             |                                     |                                     | 3 <sup>rd</sup> Quarter             |                                     |                                     | 4 <sup>th</sup> Quarter             |                                     |                                     |
|                                                                                                                                                                                     | OCT                                 | NOV                                 | DEC                                 | JAN                                 | FEB                                 | MAR                                 | APR                                 | MAY                                 | JUN                                 | JUL                                 | AUG                                 | SEP                                 |
| Media announcement of the grant and to publicize our continued partnership with FDOT                                                                                                | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
| Purchase/order grant funded equipment: (1) diesel powered light tower/trailer - (1) enclosed traffic cone trailer - (150) 36" traffic cones and (4) portable breath testing devices | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
| Participate in all FDOT and similar enforcement waves and programs                                                                                                                  | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 48 DUI arrests goal:                                                                                                                                                                | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 96 DUI arrests goal:                                                                                                                                                                | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 144 DUI arrests goal:                                                                                                                                                               | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 192 DUI arrests goal                                                                                                                                                                | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Quarterly educational and training sessions involving businesses and residents where educational material on driving safety will be disseminated:                                   | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Continue to form partnerships with local, County, and state government entities including Pinellas County Traffic Safety Team and similar associations:                             | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Continued heightened patrols                                                                                                                                                        | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Continued saturation patrols                                                                                                                                                        | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Participate in DUI Checkpoints                                                                                                                                                      | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Participate in Florida Law Enforcement Challenge                                                                                                                                    | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
| Contine to conduct ongoing in house DUI recognition and enforcement training                                                                                                        | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| "Click it or Ticket" participation:                                                                                                                                                 | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
| "You Drink You Drive You Lose" or like program participation:                                                                                                                       | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Reduce the percentage of alcohol-related crashes to non-alcohol related crashes from 19.83% to 10.50% the state average for cities of similar size                                  | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Above Project # K8-09-06-17                                                                                                                                                         | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                                                                                                                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |                                     |                                     |                                     |                                     |                                     |



### Part III: PROJECT DETAIL BUDGET

Project Title: St. Pete Beach Community Traffic Initiative

Project Number: K8-09-06-17

Contract Number: \_\_\_\_\_

| BUDGET CATEGORY                               | TOTAL           | FEDERAL<br>FUNDING | NON-FEDERAL |                 |
|-----------------------------------------------|-----------------|--------------------|-------------|-----------------|
|                                               |                 |                    | STATE       | LOCAL           |
| A. Personnel Services                         |                 |                    |             |                 |
| One (1) Police Officer Salary - Salary Total: | \$40,908        | \$20,454           | \$0         | \$20,454        |
| Police Officer Benefits - Benefits Total:     | \$23,760        | \$11,880           | \$0         | \$11,880        |
| (Benefits To Include: Social Security, FICA,  | \$ 0            |                    |             |                 |
| Retirement, Workers Comp.                     | \$ 0            | \$0                | \$0         | \$0             |
| Life/Health/Dental Ins., Applicable           | \$ 0            | \$0                | \$0         | \$0             |
| Educational Incentives For One Officer).      | \$ 0            | \$0                | \$0         | \$0             |
|                                               | \$ 0            | \$0                | \$0         | \$0             |
|                                               | \$ 0            | \$0                | \$0         | \$0             |
| Subtotal                                      | <b>\$64,668</b> | <b>\$32,334</b>    | <b>\$ 0</b> | <b>\$32,334</b> |
| B. Contractual Services                       |                 |                    |             |                 |
|                                               | \$ 0            | \$0                | \$0         | \$0             |
|                                               | \$ 0            | \$0                | \$0         | \$0             |
|                                               | \$ 0            | \$0                | \$0         | \$0             |
|                                               | \$ 0            | \$0                | \$0         | \$0             |
|                                               | \$ 0            | \$0                | \$0         | \$0             |
| Subtotal                                      | <b>\$ 0</b>     | <b>\$ 0</b>        | <b>\$ 0</b> | <b>\$ 0</b>     |
| C. Expenses                                   |                 |                    |             |                 |
| (150) 36" Traffic Cones @ \$25.00 each        | \$3,750         | \$3,750            | \$0         | \$0             |
| (4) Portable Breath Alcohol Testing Devices   | \$2,000         | \$2,000            | \$0         | \$0             |
| @ \$500.00 each                               |                 |                    |             |                 |
|                                               | \$ 0            | \$0                | \$0         | \$0             |
|                                               | \$ 0            | \$0                | \$0         | \$0             |
|                                               | \$ 0            | \$0                | \$0         | \$0             |
|                                               | \$ 0            | \$0                | \$0         | \$0             |
|                                               | \$ 0            | \$0                | \$0         | \$0             |
|                                               | \$ 0            | \$0                | \$0         | \$0             |
|                                               | \$ 0            | \$0                | \$0         | \$0             |
|                                               | \$ 0            | \$0                | \$0         | \$0             |
|                                               | \$ 0            | \$0                | \$0         | \$0             |
|                                               | \$ 0            | \$0                | \$0         | \$0             |
|                                               | \$ 0            | \$0                | \$0         | \$0             |
|                                               | \$ 0            | \$0                | \$0         | \$0             |
|                                               | \$ 0            | \$0                | \$0         | \$0             |
|                                               | \$ 0            | \$0                | \$0         | \$0             |
|                                               | \$ 0            | \$0                | \$0         | \$0             |
| Subtotal                                      | <b>\$5,750</b>  | <b>\$5,750</b>     | <b>\$ 0</b> | <b>\$ 0</b>     |

Budget Modification Number: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

Contract Number:

Budget Modification Number: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

## BUDGET NARRATIVE

Project Title: St. Pete Beach Community Traffic Initiative

Project Number: K8-09-06-17

Contract Number: \_\_\_\_\_

The following is a narrative description of the project budget by line item by category, detailing the item and anticipated cost. Each category must be sufficiently defined to show cost relationship to project objectives. Attach additional sheets as needed.

The City of St. Pete Beach is applying for third year funding of the St. Pete Beach Community Traffic Initiative. 50% of the personnel services costs are requested and 100% of expenses and operating capital outlay are also requested as outlined below.

A description of the project budget detailing the items and anticipated costs include the following:

### A. PERSONNEL SERVICES:

1. Salary (One (1) Police Officer) - Federal Funding requested equals (\$20,454) / Local Funding will be (\$20,454)  
Total Salary costs equals (\$40,908)

50% of Salary Costs are requested for one (1) police officer position. (\$20,454).

2. Benefits (One (1) Police Officer) Federal Funding requested equals (\$11,880) / Local Funding will be (\$11,880)  
Total Benefits equals (\$23,760)

50% of Benefit costs are requested for one (1) police officer position. (\$11,880)

\*Benefits will include the following\*:

Social Security

FICA

Workers Compensation

Retirement

Health Insurance/Life Insurance/Dental Insurance

Any applicable educational incentive.

### B. CONTRACTUAL SERVICES (None)

### C. EXPENSES:

1. One hundred-fifty (150) 36" Traffic Cones @ \$25.00 each totalling \$3750.

2. Four (4) Portable Breath Alcohol Testing Devices @ \$500.00 each totalling \$2000.

100% reimbursement costs of the above listed expenses are requested totalling \$5750.

### D. OPERATING CAPITAL OUTLAY:

1. One (1) Enclosed Traffic Cone Trailer including delivery and marking totalling \$7000.

2. One (1) Diesel Powered Light Tower/Trailer including delivery/set up/marketing totalling \$8000.

100% Reimbursement costs are requested for the purchase of and any applicable delivery, set up and or marking fees associated with the above listed Operating Capital Outlay Items totalling \$15,000.

The total third year costs associated with the St. Pete Beach Community Traffic Initiative as described above is (\$85,418). The City of St. Pete Beach is requesting 50% reimbursement of the Personnel Services Costs equalling (\$32,334) and 100% reimbursement of the Expenses and Operating Capital Outlay Costs totalling (\$20,750).

The total amount of third year Federal grant funding requested is (\$53,084). The local matching funds will be (\$32,334).

Budget Modification Number: \_\_\_\_\_

Effective Date: \_\_\_\_\_



## Part IV: REPORTS

**Quarterly Progress Report Narrative for the \_\_\_\_\_ quarter.**

Project Title: St. Pete Beach Community Traffic Initiative

Project Number: K8-09-06-17

Implementing Agency: St. Pete Beach Police Department

Project Director: Dean Horianopoulos - Deputy Chief of Police

Describe the subgrant activities that took place during the quarter. Attach newspaper clippings, press releases, photos and other items that document activities. Use additional sheets if necessary. The *Quarterly Progress Report of Performance Indicators* should be sent to the DOT Safety Office along with the narrative within 30 days of the end of each quarter.

## QUARTERLY PROGRESS REPORT OF PERFORMANCE INDICATORS

for the \_\_\_\_\_ quarter.

| Project Title: <u>St. Pete Beach Community Traffic Initiative</u>    |                            |                         |                  |                        |                             |                |
|----------------------------------------------------------------------|----------------------------|-------------------------|------------------|------------------------|-----------------------------|----------------|
| Project Number: <u>K8-09-06-17</u>                                   |                            |                         |                  |                        |                             |                |
| Implementing Agency: <u>St. Pete Beach Police Department</u>         |                            |                         |                  |                        |                             |                |
| Project Director: <u>Dean Horianopoulos - Deputy Chief of Police</u> |                            |                         |                  |                        |                             |                |
| Performance Indicators                                               | Milestones Accomplished    |                         |                  |                        |                             |                |
|                                                                      | Quarter Ending December 31 | Quarter Ending March 31 | Six-Month Totals | Quarter Ending June 30 | Quarter Ending September 30 | Project Totals |
|                                                                      |                            |                         | 0                |                        |                             | 0              |
|                                                                      |                            |                         | 0                |                        |                             | 0              |
|                                                                      |                            |                         | 0                |                        |                             | 0              |
|                                                                      |                            |                         | 0                |                        |                             | 0              |
|                                                                      |                            |                         | 0                |                        |                             | 0              |
|                                                                      |                            |                         | 0                |                        |                             | 0              |
|                                                                      |                            |                         | 0                |                        |                             | 0              |
|                                                                      |                            |                         | 0                |                        |                             | 0              |
|                                                                      |                            |                         | 0                |                        |                             | 0              |
|                                                                      |                            |                         | 0                |                        |                             | 0              |

## Final Narrative Report

Project Title: St. Pete Beach Community Traffic Initiative

Project Number: K8-09-06-17

Implementing Agency: St. Pete Beach Police Department

Project Director: Dean Horianopoulos - Deputy Chief of Police

The following is a chronological narrative history of the above listed project in accordance with *Part V: Acceptance and Agreement, Conditions of Agreement, 1. Reports*. This report is an accurate accounting of the project performance and accomplishments. Attach additional sheets as needed.

## Part V: Acceptance and Agreement

**Conditions of Agreement.** Upon approval of this Subgrant Application for Highway Safety Funds, the following terms and conditions shall become binding. Noncompliance will result in loss of, or delays in, reimbursement of costs as set forth herein.

**1. Reports.** The subgrant year quarters are October 1 - December 31, January 1 - March 31, April 1 - June 30, and July 1 - September 30. The implementing agency shall submit the **Quarterly Progress Report Narrative and Quarterly Progress Report of Performance Indicators** forms to the State Safety Office by the last day of the month following the end of each quarter (January 31, April 30, July 31, and October 31) if the subgrant was effective during any part of the quarter. Quarterly reports postmarked after the respective submission dates listed above shall be considered past due. The implementing agency shall submit a **Final Narrative Report**, giving a chronological history of the subgrant activities, problems encountered, and major accomplishments by October 31. Requests for reimbursement will be returned to the subgrantee or implementing agency unpaid if the required reports are past due, following notification.

**2. Responsibility of Subgrantee.** The subgrantee and its implementing agency shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this project shall be disbursed in accordance with provisions of the **Project Detail Budget** as approved by the State Safety Office. All expenditures and cost accounting of funds shall conform to 49 CFR, Part 18, **Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments**; 49 CFR, Part 19, **Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations**; OMB Circular A-102, **Grants and Cooperative Agreements with State and Local Governments**; OMB Circular A-110, **Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations**; OMB Circular A-21, **Cost Principles for Educational Institutions**; OMB Circular A-87, **Cost Principles for State, Local, and Indian Tribal Governments**; and/or OMB Circular A-122, **Cost Principles for Non-Profit Organizations**, (hereinafter referred to as Applicable Federal Law).

**3. Compliance with Chapter 287, Florida Statutes.** The subgrantee and implementing agency agree to comply with all applicable provisions of Chapter 287, Florida Statutes. The following provisions are stated in this agreement pursuant to sections 287.133(3)(a) and 287.134(3)(a), Florida Statutes.

**(a) Section 287.133 (2)(a), F.S.**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**(b) Section 287.134 (2)(a), F.S.**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

**4. Approval of Consultant and Contractor Agreements.** The State Safety Office shall review and approve in writing all consultant and contractor agreements prior to the actual employment of the consultant or the contractor by the subgrantee or implementing agency. Approval of the subgrant does not constitute approval of a consultant or contractor agreement.

All consultant agreements will contain the following statement:

The parties to this contract shall be bound by all applicable sections of **Part V: Acceptance and Agreement** of Project # (insert project number), DOT Contract # (insert contract number). A final invoice must be received by (insert date) or payment will be forfeited.

**5. Allowable Costs.** The allowability of costs incurred under any subgrant shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law and state law, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the subgrantee.

**6. Travel.** Travel costs for approved travel shall be reimbursed in accordance with the State of Florida, Department of Transportation's (Department's) *Disbursement Operations Manual, Chapter 3 Travel*, but not in excess of provisions in Section 112.061, Florida Statutes. All out-of-state travel, conference travel, meeting travel which includes a registration fee, and out-of-grant-specified work area travel shall require written approval of the State Safety Office prior to the commencement of actual travel as being within the travel budget of the project and relevant to the project. Out-of-state travel shall not be approved unless the specific trip is in the approved subgrant budget or the head of the Implementing Agency provides sufficient justification to prove that the travel will have significant benefits to the outcome of the subgrant activities. In addition, prior written approval shall be obtained from the State Safety Office for hotel rooms with rates exceeding \$100 per day that are to be reimbursed. Rates exceeding \$100 per day shall not be approved unless the hotel is the host facility for an approved conference or the average rate for all hotels in the area exceeds \$100.

**7. Written Approval of Changes.** The subgrantee or implementing agency shall obtain prior written approval from the State Safety Office for changes to the agreement. Changes to the agreement will be approved which achieve or improve upon the outcome of the subgrant work, or where factors beyond the control of the subgrantee require the change. For example:

- (a) Changes in project activities, milestones, or performance indicators set forth in the approved application.
- (b) Changes in budget items and amounts set forth in the approved application.
- (c) Changes to personnel in positions that are being reimbursed by this agreement.

Changes to the subgrant agreement shall only be requested by the Authorized Representative of the Subgrantee or the Administrator of the Implementing Agency. Requests for changes to the subgrant budget must be postmarked no later than June 30 of the fiscal year to be considered. Requests for budget changes postmarked after June 30 will be denied.

**8. Reimbursement Obligation.** The State of Florida's performance and obligation to reimburse the subgrantee shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature. As detailed in 49 CFR, Part 29, **Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug-Free Workplace (Grants)**, the subgrantee shall not be reimbursed for the cost of goods or services received from contractors, consultants, vendors, or individuals suspended, debarred, or otherwise excluded from doing business with the Federal government. The subgrantee or its implementing agency shall submit the required certification by consultants with awards in excess of the small purchase threshold fixed at 10 U.S.C. 2304(g) and 41U.S.C. 253(g) (currently \$25,000).

**9. Commencement of Projects.** If a project has not commenced within 30 days after the acceptance of the subgrant award, the subgrantee or its implementing agency shall report by letter the steps taken to initiate the project, the reasons for delay, and the expected starting date. If, after 60 days from the acceptance of the award, project activity as described herein has not begun, a further statement of implementation delay will be submitted by the subgrantee or its implementing agency to the State Safety Office. The subgrantee agrees that if the letter is not received in the 60 days, the State Safety Office will cancel the project and reobligate the funds to other program areas. The State Safety Office, where warranted by excusable delay, will extend the implementation date of the project past the 60-day period, but only by formal written approval from the State Safety Office.

## **10. Excusable Delays.**

- (a) Except with respect to the defaults of subgrantee's or implementing agency's consultants and contractors which shall be attributed to the subgrantee, the subgrantee and its implementing agency shall not be in default by reason of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the subgrantee or its implementing agency. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the subgrantee. If the failure to perform is caused by the failure of the subgrantee's or its implementing agency's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the subgrantee, its implementing agency and its consultant or contractor, and without the fault or negligence of any of them, the subgrantee shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the State Safety Office shall have ordered the subgrantee or its implementing agency in writing to procure such supplies or services from other sources, and (3) the subgrantee or its implementing agency shall have failed to comply reasonably with such order.
- (b) Upon request of the subgrantee or its implementing agency, the State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

**11. Obligation of Subgrant Funds.** Subgrant funds may not be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant application are eligible for reimbursement. A cost is incurred when the subgrantee's employee, its implementing agency, or approved contractor or consultant performs the service required or when goods are received by the subgrantee or its implementing agency, notwithstanding the date of order.

**12. Performance.** In the event of default, noncompliance, or violation of any provision of this agreement by the subgrantee, the implementing agency, the subgrantee's consultant(s) or contractor(s) and supplier(s), the subgrantee agrees that the Department will impose sanctions. Such sanctions include withholding of payments, cancellation, termination, or suspension of the agreement in whole or in part. In such an event, the Department shall notify the subgrantee and its implementing agency of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the project. The subgrantee shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

**13. Access to Records and Monitoring.** The Department, National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), and the Chief Financial Officer and Auditor General of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the subgrantee and its implementing agency, and to relevant books and records of the subgrantee, its implementing agency, and its consultants and contractors under this agreement, as provided under Applicable Federal Law.

In addition to review of audits conducted in accordance with OMB Circular A-133, as revised, monitoring procedures will include, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and status checks of subgrant activity via telephone calls from Safety Office staff to subgrantees. By entering into this agreement, the subgrantee and its implementing agency agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the subgrantee or its implementing agency is performed, the subgrantee agrees to bring the project into compliance with the subgrant agreement. The subgrantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

The Department shall unilaterally cancel this subgrant if the subgrantee or its implementing agency refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the subgrantee or its implementing agency in conjunction with the subgrant.

**14. Audit.** The administration of resources awarded by the Department to the subgrantee may be subject to audits and/or monitoring by the Department, as described in this section. For further guidance, see the Executive Office of the Governor website, which can be found at: [www.fsaa.state.fl.us](http://www.fsaa.state.fl.us).

Recipients of federal funds (i.e. state, or local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

In the event that the subgrantee expends \$500,000 or more in Federal awards in its fiscal year, the subgrantee must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Page 1 of this agreement indicates the source of Federal funds awarded through the Florida Department of Transportation by this agreement. In determining the Federal awards expended in its fiscal year, the subgrantee shall consider all sources of Federal awards, including Federal funds received from the Department of Transportation. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the subgrantee conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the audit requirements addressed above, the subgrantee shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the subgrantee expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the subgrantee expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the subgrantee directly to each of the following:

- (a) Florida Department of Transportation  
605 Suwannee Street, MS-17  
Tallahassee, FL 32399-0450
- (b) Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10 Street  
Jeffersonville, IN 47132
- (c) Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

In the event that a copy of the reporting package for an audit required by this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320(e)(2), OMB Circular A-133, as revised, the subgrantee shall submit the required written notification pursuant to Section .320(e)(2) and a copy of the subgrantee's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation  
605 Suwannee Street, MS-17  
Tallahassee, FL 32399-0450

In addition, pursuant to Section .320(f), OMB Circular A-133, as revised, the subgrantee shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued to the auditor, to the Department at each of the following addresses:

Florida Department of Transportation  
605 Suwannee Street, MS-17  
Tallahassee, FL 32399-0450

**15. Retention of Records.** The subgrantee shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or Auditor General access to such records upon request. The subgrantee shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Records shall also be maintained and accessible in accordance with 49 CFR, Section 18.42 or 49 CFR, Section 19.53.

**16. Procedures for Reimbursement.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 07). Appropriate documentation supportive of the reported costs must accompany each claim.

The subgrantee or its implementing agency shall submit financial reimbursement forms to the Safety Office at least once each quarter as costs are incurred and payment is made. The only exception is when no costs are incurred during a quarter. Reimbursement for subgrants with personnel costs shall be made after every two pay periods if paid bi-weekly. Personnel costs reimbursement shall be requested monthly if payroll is on a monthly basis. Failure to submit reimbursement requests in a timely manner shall result in the subgrant being terminated.

All requests for reimbursement of Operating Capital Outlay items having a unit cost of \$5,000 or more and a useful life of one year or more shall be accompanied by a **Non-Expendable Property Accountability Record** (FDOT Form No. 500-065-09). Payment of the Operating Capital Outlay costs shall not be made before receipt of this form.

A final financial request for reimbursement shall be postmarked no later than October 31 following the end of the subgrant period. Such request shall be distinctly identified as **Final**. Failure to submit the invoice in a timely manner shall result in denial of payment. The subgrantee agrees to forfeit reimbursement of any amount incurred if the final request is not postmarked by October 31 following the end of the subgrant period.

The Safety Office has a 30-day review process of financial reimbursement requests from the date of receipt. Reimbursement requests will be returned if not completed properly.

**17. Ownership of Data and Creative Material.** The ownership of material, discoveries, inventions and results developed, produced, or discovered by the agreement are governed by the terms of 49 CFR, Section 18.34, 49 CFR, Section 19.36, or OMB Circular A-110.

In addition to the provisions for 49 CFR, Part 18 and 49 CFR, Part 19, the State Safety Office reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use:

- (a) The copyright in any work developed under a subgrant or contract under a subgrant; and
- (b) Any rights of copyright to which a subgrantee or a contractor purchases ownership with subgrant support.

**18. Property Accountability.** The subgrantee or its implementing agency shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or OMB Circular A-110. This obligation continues as long as the property is retained by the subgrantee or its implementing agency, notwithstanding the expiration of this agreement.

**19. Disputes.** Any dispute, disagreement, or question of fact arising under the agreement shall be decided by the State Safety Office in writing and shall be distributed to parties concerned. A written appeal may be made within 30 calendar days to the Governor's Highway Safety Representative at the Florida Department of Transportation, 605 Suwannee Street, MS 57, Tallahassee, Florida 32399-0450, whose decision is final. The subgrantee and its implementing agency shall proceed diligently with the performance of the agreement and in accordance with Department's decision.

**20. Conferences, Inspection of Work.** Conferences may be held at the request of any party to this agreement. Representatives of the Department or the U.S. Department of Transportation (USDOT), or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

**21. Publication and Printing of Observational Surveys and Other Reports.**

- (a) Before publication or printing, the final draft of any report or reports required under the agreement or pertaining to the agreement shall be submitted to the State Safety Office for review and concurrence.
- (b) Each publication or other printed report covered by Paragraph 21.a. above shall include the following statement on the cover page:
  - (1) This report was prepared for the State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.
  - (2) The conclusions and opinions expressed in these reports are those of the subgrantee and do not necessarily represent those of the State of Florida, Department of Transportation, State Safety Office, the U.S. Department of Transportation, or any other agency of the State or Federal Government.

**22. Equal Employment Opportunity.** No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this subgrant, or any project, program, or activity that receives or benefits from this subgrant award. The subgrantee and its implementing agency agree to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60.

**23. Responsibility for Claims and Liability.** Subject to the limitations of Section 768.28, Florida Statutes, the subgrantee and its implementing agency shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of subgrantee, implementing agency, and its contractor, consultant, agents and employees. The subgrantee and its implementing agency shall be liable for any loss of, or damage to, any material purchased or developed under this subgrant agreement which is caused by the subgrantee's or its implementing agency's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this agreement specifically agree that no provision in this agreement is intended to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to this agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this agreement.

**24. Disadvantaged Business Enterprises (DBE).**

- (a) The subgrantee and its implementing agency agree to the following assurance:

The subgrantee and its implementing agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26. The subgrantee shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the subgrantee of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- (b) The subgrantee and its implementing agency agree to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the subgrantee, its implementing agency, or the Department deems appropriate.

**25. Restrictions on Lobbying.** The subgrantee and its implementing agency agree to comply and require consultants and contractors to comply with 49 CFR, Part 20, **New Restrictions on Lobbying**, for filing of certification and disclosure forms.

No funds granted hereunder shall be used for the purpose of lobbying the legislature, the judicial branch, or state agencies. Section 216.347, Florida Statutes.

**26. How Agreement is Affected by Provisions Being Held Invalid.** If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

**27. Federal Requirement for Public Service Announcements.** All public service announcements produced with Federal Highway Safety funds shall be closed captioned for the hearing impaired.

**28. Public Awareness Materials and Promotional Items.** All public awareness materials and promotional items reimbursed with subgrant funds shall contain a traffic safety message. Where feasible, either the Florida Department of Transportation logo or the words "Funding provided by the Florida Department of Transportation." shall appear on all items.

The name of the subgrantee or implementing agency and its logo can appear on printed materials and promotional items. The names of individuals connected with the subgrantee shall not appear on printed materials and promotional items paid for with Federal highway safety funds.

Before printing public awareness materials or ordering promotional items, a final draft or drawing of the items shall be submitted to the State Safety Office for review. The Office shall provide written approval for reimbursement if the items are appropriate for purchase under this agreement. Copies of all public awareness materials purchased with Federal highway safety funds shall be attached to the forms requesting reimbursement for the items.

**29. Term of Agreement.** Each subgrant shall begin on the date of the last party to sign the agreement and shall end on September 30, following, unless otherwise stipulated by the State Safety Office on the first page of the respective agreement. The subgrant period shall not exceed 12 months.

**30. Clean Air Act and Federal Water Pollution Control Act.** For subgrant awards in excess of \$100,000 the subgrantee and its implementing agency agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.). The subgrantee shall include this provision in all subcontract awards in excess of \$100,000.

**31. Personnel Hired Under Agreement.** The head of any implementing agency receiving first year funding for a new position(s) through a subgrant shall provide written notification within 30 days of the agreement being awarded to the State Safety Office that a new position(s) has been created in the agency as a result of the subgrant being awarded.

Any and all employees of the subgrantee or implementing agency whose positions are funded, in whole or in part through a subgrant, shall be the employee of the subgrantee or implementing agency only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the subgrantee or its implementing agency.

**32. Repossession of Equipment.** Ownership of all equipment purchased with Federal highway safety funds rests with the subgrantee and its implementing agency; however, the USDOT maintains an interest in the equipment for three fiscal years following the end of the subgrant period. Any equipment purchased with Federal highway safety funds that is not being used by the subgrantee or its implementing agency for the purposes described in the subgrant shall be repossessed by the State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this subgrant.

**33. Replacement or Repair of Equipment.** The subgrantee and its implementing agency are responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of use. Federal regulations prohibit funding equipment replacement.

**34. Ineligibility for Future Funding.** The subgrantee and its implementing agency agree that the Department shall find the subgrantee or its implementing agency ineligible for future funding for any of the following reasons:

- (a) Failure to provide the required audits,
- (b) Failure to continue funding positions created with highway safety funds after the Federal funding cycle ends,
- (c) Failure to provide required quarterly and final reports in the required time frame,
- (d) Failure to perform work described in Part II of the subgrant agreement,
- (e) Providing fraudulent quarterly reports or reimbursement requests,
- (f) Misuse of equipment purchased with Federal highway safety funds.

**35. Safety Belt Policy.** Each subgrantee and implementing agency shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be submitted with the subgrant application.

**36. Safety Belt Enforcement.** All law enforcement agencies receiving subgrant funds shall have a standard operating procedure regarding enforcement of safety belt and child safety seat violations. A copy of the procedure shall be attached to the subgrant application.

Law enforcement agencies receiving subgrant funds shall participate in the safety belt enforcement waves conducted in Florida and shall report their participation on the appropriate form by the deadline. Failure to participate shall result in the subgrant being terminated.

**37. Certification for Equipment Costing More than \$500 per Item.** The head of any implementing agency purchasing equipment costing more than \$500 per item shall send a letter to the Safety Office upon award of the subgrant certifying that none of the items being purchased with federal highway safety funds is replacing previously purchased equipment, whether the equipment was purchased with federal, state, or local funds.

**38. Checkpoint Reporting.** Any law enforcement agency that conducts DUI checkpoints shall attach a copy of the **After Action Report** for each checkpoint operation conducted during a quarter to its **Quarterly Progress Report of Performance Indicators**.

**39. Child Safety Seats.** Any implementing agency that receives funds to purchase child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician. Failure to comply with this provision shall result in the termination of this agreement.

**40. Special Conditions.**

PROJECT NUMBER: K8-09-06-17

IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement, that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

(For DOT Use Only)

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

**FEDERAL FUNDS ALLOCATED**

Reviewed for the Department of Transportation:

By: \_\_\_\_\_  
*Attorney - DOT*

Date: \_\_\_\_\_

**SUBGRANTEE**

City of St. Pete Beach

\_\_\_\_\_  
*Name of Applicant Typed*

By: \_\_\_\_\_  
*Signature of Authorized Representative*

Michael P. Bonfield

\_\_\_\_\_  
*Authorized Representative's Name Typed*

Title: City Manager - City of St. Pete Beach

Date: 9/10/2008

Attest: \_\_\_\_\_  
*Signature of Witness*

**ADMINISTRATOR OF IMPLEMENTING AGENCY**

By: \_\_\_\_\_  
*Signature of Administrator*

David Romine

\_\_\_\_\_  
*Administrator's Name Typed*

Title: Chief of Police - City of St. Pete Beach

**NOTE: No whiteout or erasures accepted on this signature page.**

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

**Issue Considered:** Authorization for the City Manager to enter into an agreement with the Pinellas County Sheriff's Office for FY 09 crime scene services and property and evidence storage services in the amount of \$37,561.20.

**Date:** September 10, 2008

**Prepared By:** Dan O'Connor, Administrative Services Supervisor

**Through:** David Romine, Chief of Police

**Summary of Issue:** This is an annual request for authorization to enter into an agreement with the Pinellas County Sheriff's Office for crime scene and property and evidence storage services. The FY09 amount reflects a 39.4% decrease from FY08.

**Motion:** "I move to authorize the City Manager to enter into an agreement with the Pinellas County Sheriff's Office for crime scene services and property and evidence storage services in the amount of \$37,561.20."

**Attachments:** Pinellas County Sheriff's Office agreement with cover letter.

**Reviewed by  
City Manager:** *MB*



August 12, 2008

**Sheriff Jim Coats**

## **Pinellas County Sheriff's Office**

*"Leading The Way For A Safer Pinellas"*

David Romine, Police Chief  
St. Pete Beach Police Department  
200 76<sup>th</sup> Avenue  
St. Pete Beach, FL 33706

**Subject: Pinellas County Sheriff's Office Contract for Services (Latent Print, Forensics,  
Evidence and Property)**

Dear Chief Romine:

Enclosed please find the contract for law enforcement services between the Pinellas County Sheriff's Office and the City of St. Pete Beach. The contract price to continue the current level of service for Fiscal Year 2008-2009 is \$37,561.20. This reflects a decrease in contract price from this current fiscal year.

As I discussed with Dan O'Connor, we have undertaken a review of both our costs for providing the above-referenced services as well as the workload being generated by your Department. This review, which has not been undertaken for some time, reveals that your workload demands have declined and therefore a reduction in cost is appropriate at this time. We will monitor costs and workload on a continuing basis and review both with you as the contract year progresses for purposes of preparing future contracts.

Please contact me if additional questions come up and we need to discuss this further. I can be reached at 727/582-6721. Otherwise, please have the appropriate City officials approve and sign the agreement and return the original to this office. We will then have the Sheriff sign and forward to the County for approval.

We appreciate the opportunity to continue being the provider of these law enforcement support services to the St. Pete Beach Police Department and look forward to another productive year as we strive to meet the needs of your Department and community.

Sincerely,

Sheriff Jim Coats

By:

  
Julie L. Upman

Labor Relations Director

Enclosure (1)

## AGREEMENT

COMES NOW, the CITY OF ST. PETE BEACH, FLORIDA, a municipal corporation (hereinafter "CITY"), JIM COATS, as Sheriff of Pinellas County, Florida (hereinafter "SHERIFF"); and PINELLAS COUNTY, a political subdivision of the State of Florida (hereinafter "BOARD"), and agree as follows:

WHEREAS, the CITY desires to contract with the SHERIFF for assistance in examining latent fingerprints derived from crime scenes within the CITY and from suspects and victims of crimes occurring within the municipal limits of the CITY, and

WHEREAS, the CITY desires to contract with the SHERIFF for crime scene services and evidence and property storage for the CITY OF ST. PETE BEACH Police Department, and

WHEREAS, the SHERIFF has available personnel to perform such services for the CITY; and

WHEREAS both the CITY and the SHERIFF believe the provision of such services as hereinafter described is in the best interest of the safety and welfare of the citizens of the CITY and of Pinellas County and that such will facilitate the investigation of criminal activity and the apprehension of persons engaging in such activity; and

WHEREAS, the activities and services described herein are not "law enforcement activities" as provided under Sec. 4.06 of the City Charter.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the parties hereto agree as follows:

I. LATENT PRINT SERVICES

A. The SHERIFF shall provide to the CITY latent print examination and analysis services.

B. Latent Print Examiners who perform these services shall be appropriately trained and qualified to examine latent fingerprints and to identify same.

C. Said Examiners shall be members of the Pinellas County Sheriff's Office and shall be subject to the direction and all rules and regulations of the SHERIFF.

D. Said Examiners shall be on duty to perform fingerprint examinations for the City eight (8) hours per day, five (5) days per week and shall as a part of their duties:

1. Examine fingerprints provided by the CITY to eliminate fingerprints of persons who have a legitimate reason to have their fingerprints in a premises or on an object.
2. Evaluate the quality of latent fingerprints provided by the CITY.
3. Compare the latent fingerprints of suspects provided by the CITY.
4. Appropriately document those latent fingerprints provided by the CITY which cannot be positively identified.
5. Prepare and provide to the CITY reports on all latent fingerprint identifications performed.
6. Attend depositions, hearings and trials and render expert testimony in the area of fingerprint identification.

E. In those instances where the CITY submits a complex or lengthy latent identification request, the SHERIFF shall devote the necessary personnel available to perform the work.

F. The CITY shall provide one individual, to be designated by the CITY, who shall act as a liaison with Examiners as provided for herein. Said liaison shall:

1. Be a member of the CITY Police Department.
2. Be responsible for the timely and appropriate delivery of latent fingerprints and certain items of evidence to the SHERIFF.
3. Be responsible for the proper execution and delivery to the SHERIFF of correctly executed latent fingerprint request forms.
4. Be responsible for the return to the CITY of completed latent fingerprint request forms showing the results of such examination or comparison.
5. Serve as the SHERIFF's contact with the CITY in all day-to-day matters relating to the examination of latent fingerprints pursuant to this Agreement.

G. The CITY shall pay the BOARD the sum of FOUR THOUSAND NINE HUNDRED THIRTY-FIVE DOLLARS AND EIGHTEEN CENTS (\$4,935.18) for the latent print examination and analysis services to be rendered pursuant to this Agreement.

2. FORENSIC SCIENCE SERVICES

A. The SHERIFF will provide to the CITY, upon request by the CITY, forensic science services to document, process and collect evidence at crime scenes under the jurisdiction of the CITY. Said services shall include the photographing and otherwise documenting said crime scene as such may be appropriate, within the scope and capabilities of the SHERIFF. Any processing or testing outside SHERIFF'S capabilities are not addressed herein as part of the terms of this Agreement.

B. The SHERIFF shall provide to the CITY Police Department copies of all crime scene reports generated by SHERIFF's personnel pursuant to this Agreement.

C. The CITY shall pay to the BOARD the sum of ONE HUNDRED SIXTY DOLLARS (\$160.00) for each crime scene processed by the SHERIFF and shall guarantee a minimum of ten (10) calls for service per month during the period of this Agreement. For all requests for service in excess of the guaranteed minimum number of calls, the CITY shall pay to the BOARD the sum of ONE HUNDRED SIXTY DOLLARS (\$160.00) for each crime scene processed pursuant to this Agreement.

D. The CITY shall pay to the BOARD the sum of NINETEEN THOUSAND TWO HUNDRED DOLLARS AND NO CENTS (\$19,200.00) for the guaranteed number of calls for service during the period of this Agreement.

E. Billing for requests for service in excess of the guaranteed minimum number of calls for service during the period of this Agreement shall be invoiced monthly at the rate of ONE HUNDRED SIXTY DOLLARS (\$160.00) per call.

F. The parties agree that the term "call for services" as used herein shall be defined as an incident, event or offense that requires a report or offense number made, recorded or taken by a member of the CITY Police Department for documentation purposes and which requires some reportable action by a SHERIFF's Forensic Science Specialist. All services rendered under the same case number shall be deemed one call for service. Such offense numbers shall be used to calculate calls for service with each offense number which results in a request for services being deemed a call for services.

3. EVIDENCE AND PROPERTY SERVICE AND STORAGE

A. During the term of this Agreement, the SHERIFF agrees to provide to the CITY storage, release and disposition of all seized evidence, found property and property being held for safekeeping as defined by Florida Statutes and the CITY of St. Pete Beach Code of Ordinances within the SHERIFF's Evidence and Property Storage Facility, except for non-evidentiary bicycles and breath, blood or urine samples obtained from persons suspected of operating vehicles or vessels while under the influence of alcohol or drugs, which samples shall be maintained by the Pinellas County Medical Examiner's Office.

B. The SHERIFF shall also transport drug items to and from the County lab as determined by the CITY Police Department. The SHERIFF shall be responsible for transporting all items of property or evidence as aforesaid from the CITY Police Department and transporting same to secure storage facilities maintained by the SHERIFF. However, where such items of property or evidence are large, voluminous, heavy or otherwise not compatible with transport by ordinary courier, it shall be the responsibility of the CITY Police Department to transport such items to the SHERIFF's Evidence and Property Storage Facility.

C. The SHERIFF shall store and maintain chain of custody of all evidence and other property in accordance with current general orders and SOPs.

D. All evidence and other property seized, found or held for safekeeping by the SHERIFF for the CITY Police Department shall be disposed of in accordance with Florida law or as otherwise ordered by a court of law. Nothing herein shall prevent the CITY from retaining any of its evidence or other property as part of the CITY's inventory of property or donated by the CITY to a

qualified non-profit organization in accordance with Florida law.

E. The CITY shall pay to the BOARD the sum of THIRTEEN THOUSAND FOUR HUNDRED TWENTY-SIX DOLLARS AND TWO CENTS (\$13,426.02) for the evidence processing and storage service. The cost is inclusive of personnel and storage costs.

4. TOTAL COMPENSATION

The CITY shall pay to the BOARD, on October 1, 2008, the sum of THIRTY-SEVEN THOUSAND FIVE HUNDRED AND SIXTY-ONE DOLLARS AND TWENTY CENTS (\$37,561.20) which reflects the minimum sum due for all services to be rendered during the term of this Agreement.

5. CONTACT PERSONS

The SHERIFF agrees to use best efforts and necessary resources available to the SHERIFF to carry out the terms and conditions of this Agreement. Both parties agree that they will cooperate and work together to carry out the terms and conditions of the Agreement. To that end, the parties agree that the following individuals shall be the contact persons of the CITY and SHERIFF respectively:

FOR THE CITY

David Romine, Chief  
200 76th Avenue  
St. Pete Beach, FL 33706  
(727) 363-9200

FOR THE SHERIFF

Major Dan Simovich  
P.O. Drawer 2500  
Largo, FL 33779-2500  
(727) 582-6410

6. BUDGET

The BOARD hereby joins in the execution of this Agreement and said BOARD agrees to amend the Pinellas County Sheriff's Office budget to provide these funds necessary to accomplish the purposes of this Agreement and agrees to cooperate in every way reasonably possible to insure that the purposes stated herein are fulfilled.

7. CANCELLATION

Either party may cancel this Agreement without penalty upon providing notice of such cancellation in writing thirty (30) days in advance of the date of cancellation. Upon such cancellation, the SHERIFF shall retain such sums from the payment set forth above as reflect actual calls for service and property storage at the rate provided herein and shall refund the remainder to the CITY. If the SHERIFF receives reimbursement from the BOARD for any of the services that the SHERIFF will be providing to the CITY pursuant to this Agreement, the SHERIFF will refund the prorated amount of any unused services to the BOARD.

8. COMPLETE AGREEMENT

This Agreement constitutes the full and complete understanding of the parties.

9. MODIFICATION

This Agreement may be modified or amended only by a document in writing signed by all of the parties hereto.

10. ASSIGNMENT

Neither party shall assign any obligations or responsibilities under this Agreement to any third party.

11. INDEMNIFICATION

Each party shall be liable for the negligent acts or omissions of its own employees in the performance of this Agreement. Nothing contained herein shall be construed to limit or modify the provisions of Florida Statute 768.28. Nothing herein shall abrogate or expand the sovereign immunity enjoyed by the CITY and the SHERIFF pursuant to the provisions of Chapter 768, Florida Statutes, nor shall any third party receive any benefit whatsoever from the indemnification provided herein.

12. TERM OF AGREEMENT

This Agreement shall be for a period of one (1) year commencing October 1, 2008, and concluding September 30, 2009.

***REMAINING PAGE BLANK***

IN WITNESS WHEREOF the parties to this Agreement have caused the same to be signed  
by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

ATTEST:

CITY OF ST. PETE BEACH, FLORIDA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Manager

Approved as to form and  
correctness:

Countersigned:

\_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM

SHERIFF OF PINELLAS COUNTY, FLORIDA

\_\_\_\_\_  
Deputy General Counsel

\_\_\_\_\_  
Jim Coats, Sheriff

WITNESS:

PINELLAS COUNTY, FLORIDA, by and  
through its County Administrator

\_\_\_\_\_

\_\_\_\_\_  
County Administrator

APPROVED AS TO FORM

\_\_\_\_\_  
County Attorney

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

**Issue Considered:** Authorize the City Manager to sign the Municipal Subscription Plan Agreement

**Date:** September 10, 2008

**Prepared By:** Fred Golliner, Fire Chief

**Summary of Issue:** The City of St. Pete Beach has had an agreement with Pinellas County Emergency Medical Services Authority with regards to the Municipal Subscription Plan (commonly referred to as the Sunstar Subscription Plan). This agreement between the city and the county has been renewed on a yearly basis. This program provides payment for a 911 emergency transport to a medical facility for any amount that the citizen's insurance does not cover.

This agreement has not changed from our current agreement with the exception of **Section 3. Term and Termination**. The current agreement is for a 1 year period whereas the proposed agreement calls for a 5 year agreement and states that this agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

**Requested Motion:** "I move to authorize the City Manager to sign the Municipal Subscription Plan Agreement".

**Attachments:** Proposed Municipal Subscription Plan Agreement

## **MUNICIPAL SUBSCRIPTION PLAN AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a dependent special district of Pinellas County ("Authority") and the CITY OF ST. PETE BEACH, a Florida municipal corporation ("City").

### **RECITALS**

1. Pursuant to Chapter 80-585, Laws of Florida, Authority has established a Countywide emergency medical services system in Pinellas County.
2. For the purpose of responding rapidly to medical emergencies and providing treatment and care at the scene of the emergency, Authority and City entered into an agreement for the provision by City of First Responder Services (as that term is defined in that Agreement).
3. Authority has contracted with a private corporation to provide emergency medical transport services. The Authority bills the recipients of such services.
4. City desires to bear the cost of medical transport services for which Eligible Persons (as hereinafter defined) within the jurisdiction of City are responsible and for which there is no other responsible payer by enrolling such Eligible Persons in a Municipal Subscription Plan (as hereinafter defined) and paying the Authority the cost of such subscription.

**NOW, THEREFORE,** for and in consideration of the promises set forth herein, and other good and valuable consideration, Authority and City agree as follows:

**SECTION 1. DEFINITIONS.** Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

**“Authority Subscription Plan”** means the ambulance transport service plan offered by the Authority and does not include the Municipal Subscription Plan.

**“Dwelling Unit”** means a room or connected rooms, within the jurisdiction of City, which constitute a separate, independent housekeeping establishment for a family, for owner occupancy or rental or lease, and physically separated from any other rooms or dwelling units which may be in the same structure, containing sleeping facilities and one kitchen, and otherwise agreed to by Authority and City. The term “Dwelling Unit” shall not include a Tourist Lodging Facility.

**“Eligible Person”** means a natural person residing in a Dwelling Unit.

**“Municipal Subscription Plan”** means the ambulance transport service plan offered by City pursuant to which an Eligible person has unlimited use of emergency medical transport services.

**“Tourist Lodging Facility”** means any living quarters or accommodations in any hotel, apartment hotel, motel, resort motel, apartment, apartment motel, rooming-house, recreational vehicle park, or condominium for at term of six (6) months or less.

## **SECTION 2. MUNICIPAL SUBSCRIPTION PLAN AND PAYMENT OF FEE**

**A.** Upon execution of this Agreement, City shall be responsible for and shall use its best efforts in enrolling all Eligible Persons in the Municipal Subscription Plan. The Municipal Subscription Plan shall cover only emergency medical transport within the jurisdiction of City.

**B.** Upon delivery of First Responder Services, and in the event that medical transport services are provided, City, its agents or employees, as the case may be, shall determine whether the recipient of such services is enrolled in the Municipal Subscription Plan and, if so, shall obtain the information necessary for Authority to seek reimbursement of transport costs from the appropriate third-party insurer. If the recipient is not enrolled in the Municipal Subscription Plan, City, its agents or employees, as the case may be, shall obtain the name and address of such recipient and shall transmit such information to Authority.

**C.** Notwithstanding anything herein to the contrary, City shall pay to Authority annually a fee in an amount equal to the sum derived by multiplying the total number of Dwelling Units within the jurisdiction of City times Five dollars (\$5.00). Any increase in the fee per Dwelling Unit shall be in a percentage no greater than the increase in the fee for the Authority Subscription Plan. At the time of execution of this Agreement, the estimated number of Dwelling Units is six thousand, nine hundred seventeen (6,917). City shall pay the fee in the amount of Thirty Four Thousand, Four Hundred Eight Five Dollars and 00/100 (\$34,585.00) before November 1, 2008 for this contract year. In subsequent contract years the amount will be recalculated and the fee remitted before November 1<sup>st</sup>.

### **SECTION 3. TERM AND TERMINATION**

The term of this Agreement shall commence on October 1, 2008 and shall terminate on September 30, 2013. This agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

**IN WITNESS WHEREOF** the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

PINELLAS COUNTY, FLORIDA,

By: \_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Fred E. Marquis  
Interim County Administrator  
Pursuant to §2-62 Pinellas County Code

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the County Attorney

ATTEST:

CITY OF ST. PETE BEACH

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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

Issue Considered: Authorization for the City Manager to enter into a one-year contract extension with Trugreen Landcare LLC for grounds maintenance of City properties in the amount of \$153,054.86.

Date: September 10, 2008

Prepared By: Ed Pickhardt, Contract and Grant Administrator

Through: Steve Hallock, Public Services Director

Summary of Issue: The City has contracted with Trugreen Landcare LLC the past four (4) years for lawn care and weed control of the City's public properties. The original contract was signed October 1, 2004 for 3 years, with two (2) one-year extensions upon mutual agreement. Approval of another year of maintenance would complete the final contract extension and it will need to be rebid thereafter. The Public Services Department is very satisfied with their service. Next year's increase is minimal at 2%. The new contract price will be \$153,054.86. Last year contract price was \$150,053.78. The City has a proposed budget of \$153,775.00 in FY 2009 which is enough to maintain the current level of service with a small contingency for unforeseen maintenance if needed.

Requested Motion: "I move to authorize the City Manager to enter into a one-year contract extension with Trugreen Landcare LLC for grounds maintenance of City properties in the amount of \$153,054.86.

Attachments: Purchasing Agreement

Reviewed by  
City Manager:

*MB*

**CITY OF ST. PETE BEACH, FLORIDA  
PURCHASING AGREEMENT FOR  
LANDSCAPE & GROUND MAINTENANCE**

THIS AGREEMENT is hereby executed this 1<sup>ST</sup> day of October, 2008, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and TRUGREEN LANDCARE LLC. (hereinafter "VENDOR"), as follows:

WHEREAS, City is desirous of extending the Contract Agreement for St. Pete Beach Park & Parkways Maintenance with Vendor.

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; and

WHEREAS, this agreement has been properly approved by the appropriate authority of the City and the Vendor by contract "Park & Parkway Maintenance P-05-PM".

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. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the Park & Parkways Maintenance Service Agreement including addendum #1 additions of Horan Park and Recreation Center attached hereto and incorporated herein.
2. Vendor shall deliver the goods, or provide the services, described herein from October 1, 2008 through September 30, 2009.
3. 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 the sum of \$153,054.86, as full consideration for the goods or services provided hereunder
4. City reserves the right to reject any defective goods, notwithstanding City's payment of the purchase price provided herein.
5. Vendor fully warrants that all services provided hereunder have been provided in a good and workmanlike manner
6. 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 of City, naming the City as additional insured and providing coverage up through and including the final performance of any services provided hereunder. 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.

7. 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.

8. 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.

9. This document embodies 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.

10. The prevailing party in any action to enforce or interpret this agreement shall be entitled to reasonable attorneys fees incurred through all appellate proceedings.

11. 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.

12. Any notices provided hereunder shall be sent to the parties at the following addresses and shall be considered properly delivered when placed in the U.S. mail, postage prepaid, certified return receipt requested:

As to Vendor:

Trugreen Landcare LLC  
5410 Causeway Blvd.  
Tampa, FL 33619

As to City:

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

13. 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.

14. The following sections, paragraphs or provisions of the attached proposal are hereby deleted from this agreement and shall be of no force or effect:

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

TRUGREEN LANDCARE LLC.  
Vendor

CITY OF ST. PETE BEACH, FLORIDA

BY Michael Barber  
~~CEO~~ BRANCH MANAGER

BY \_\_\_\_\_  
CITY MANAGER

MICHAEL P. BARBER, BRANCH MANAGER  
NAME, TITLE (typed or printed)

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
CITY CLERK

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

**Issue Considered:** Final Reading Ordinance 2008-35 setting the millage rate

**Date:** September 10, 2008

**Prepared By:** Elaine Trehy, Finance Director

**Summary of Issue:** The proposed 2.3764 operating millage (\$2.3764 per \$1,000 of taxable valuation) is equal to the current year millage. The proposed debt service millage is an increase from .0599 to .0661 mills.

**Requested Motion:** "I move that Ordinance No. 2008-35 an ordinance of the City of St. Pete Beach, Pinellas County, Florida; establishing the ad valorem tax levy for the general fund for the fiscal year beginning October 1, 2008 and ending September 30, 2009; providing for an effective date be approved on final reading."

**Attachment:** Ordinance 2008-35

ORDINANCE NO. 2008-35

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA;  
ESTABLISHING THE AD VALOREM TAX LEVY FOR THE GENERAL FUND FOR THE  
FISCAL YEAR BEGINNING OCTOBER 1, 2008 AND ENDING SEPTEMBER 30, 2009;  
PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, DOES ORDAIN:

Section 1. That a levy of 2.3764 operating mills and 0.0661 debt service mills be placed upon the total taxable assessed valuation of real and personal property lying within the City of St. Pete Beach, Pinellas County, Florida, and said monies as raised by the 2.3764 mills be estimated at \$5,887,434 to be used for the general operation of the City of St. Pete Beach including salaries, insurance and energy costs, and transfers for capital projects for the aforementioned fiscal period and said monies as raised by the 0.0661 debt service mills be estimated at \$169,575 to be used for financing general obligation bonds for the Police Building. The operating mills reflect a 9.8 percent decrease over the rolled-back rate, which represents an equivalent decrease in property taxes.

Section 2. That a certified copy of this ordinance be forwarded to the Tax Assessor of Pinellas County, Florida, together with a request that the aforementioned levies be made by his/her office on behalf of the City of St. Pete Beach for the Fiscal Year 2008-2009.

Section 3. This ordinance shall become effective immediately upon its final passage.

\_\_\_\_\_  
Michael Finnerty, Mayor

FIRST READING: \_\_\_\_\_  
PUBLISHED \_\_\_\_\_  
FINAL READING: \_\_\_\_\_  
PUBLIC HEARING: \_\_\_\_\_

I, Theresa B. McMaster, 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 \_\_\_\_\_, 2008.

\_\_\_\_\_  
Theresa B. McMaster, City Clerk

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

**Issue Considered:** Final Reading – Ordinance 2008-36 Budget Ordinance

**Date:** September 10, 2008

**Prepared By:** Elaine Trehly, Finance Director

**Summary of Issue:** The FY 2008/09 Budget total for all funds is \$20,443,016. The following is a brief summary by fund.

**General Fund** The overall General Fund expenditures are expected to decrease from \$15,341,170 to \$14,506,510 or approximately 5.44%. The budget reflects the elimination of 17 positions in the City's General Fund. Also reflected is the reduction in the CIP transfer from \$550,000 to \$400,000 (a \$150,000 reduction). The operating millage rate from 2.3764 mills is equal to the current year's millage rate and represents a 9.8% reduction in the property tax revenue due to a decrease in taxable valuations.

**Sewer Fund** The budget reflects an increase in sewer fees that would generate enough revenue to offset the current year's expenditures. The amount of this increase is 8.35%. The city is currently undergoing a rate study analysis and there may be an adjustment to the proposed rates to reflect their recommendations.

**Reclaimed Water** The budget reflects an increase in reclaimed water fees that would generate enough revenue to offset the current year's expenditures. The amount of the increase is 17%. The city is currently undergoing a rate study analysis and there may be an adjustment to the proposed rates to reflect their recommendations.

**Stormwater Fund** The Stormwater Fund is a new fund established in the FY 2009 budget. The amount of revenue reflected in the budget equals the estimated expenditures for the fund which includes setting aside \$50,000 for future capital improvements to the City's stormwater system.

**Capital Improvement Program (CIP)** - The CIP includes a variety of improvement projects throughout the City.

**Requested Motion:** "I move that Ordinance No. 2008-36, an ordinance of the City of St. Pete Beach, Pinellas County, Florida; adopting a budget for the fiscal year beginning October 1, 2008 and ending September 30, 2009; providing appropriations; and providing an effective date be approved on final reading."

**Attachment:** Ordinance No 2008-36

ORDINANCE NO. 2008-36

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA; ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2008 AND ENDING SEPTEMBER 30, 2009; PROVIDING APPROPRIATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statute 166:241 requires each municipality to adopt a budget and make appropriations for each fiscal year; and

WHEREAS, the City Manager has submitted a proposed annual budget to the City Commission as required by Section 4.04(e) of the City Charter; and

WHEREAS, the City Commission deems the proposed expenditures necessary and proper for the operation of the City Government and to provide for the health, safety, and welfare of its citizens.

THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, DOES ORDAIN:

Section 1. The annual budget for the Fiscal Year beginning October 1, 2008 and ending September 30, 2009, adopts the sums of money appropriated for expenditure within each fund as indicated below and attached to the ordinance and incorporated as Exhibit A is Fiscal Year 2009 General, Sewer, Reclaimed Water, Stormwater and Capital Improvement Fund Expenditures:

|                     |              |
|---------------------|--------------|
| General Fund        | \$14,506,510 |
| Sewer Fund          | \$ 3,626,262 |
| Reclaimed Water     | \$ 679,179   |
| Stormwater          | \$ 210,875   |
| Capital Improvement | \$ 1,420,190 |

Section 2. That for the period of October 1, 2008 through September 30, 2009 all monies of the City shall be expended as appropriated herein and in accordance with the City Charter and ordinances of the City.

Section 3. This ordinance shall take effect and be in force from October 1, 2008 through September 30, 2009.

\_\_\_\_\_  
Michael Finnerty, Mayor

FIRST READING: \_\_\_\_\_  
PUBLISHED \_\_\_\_\_  
FINAL READING: \_\_\_\_\_  
PUBLIC HEARING: \_\_\_\_\_

I, Theresa B. McMaster, 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 \_\_\_\_\_, 2008.

\_\_\_\_\_  
Theresa B. McMaster, City Clerk

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

**Issue Considered:** Final reading and public hearing of Ordinance 2008-31 establishing procedures for the creation, execution and enforcement of Development Agreements as defined in Florida Statutes 163.3220.

**Date:** September 10, 2008

**Prepared By:** Karl E. Holley, AICP, Community Development Director

**Summary of Issue:** Chapter 163 of Florida Statutes provides for the adoption of ordinances by local jurisdictions which allow the creation, execution and enforcement of Development Agreements which impose special conditions on the development and use of private property. These agreements benefit the public by requiring developers to address issues such as infrastructure development and use restrictions, while providing developers with assurances that other issues specific to the project will be addressed by the local government.

The staff of the Pinellas Planning Council has recommended that the City adopt such an ordinance as provided for in Florida Statutes 163.3220 to address issues associated with redevelopment of hotel properties in the Pass-a-Grille area.

**Requested Motion:** “I move to approve Ordinance 2008-31 (read title)”

**Attachments:** Ordinance 2008-31.

**Reviewed by City Manager:** MB

# **CITY OF ST. PETE BEACH, FLORIDA**

## **ORDINANCE NO. 2008-31**

**AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AMENDMENT OF THE LAND DEVELOPMENT CODE; PROVIDING FOR ESTABLISHMENT OF PROCEDURES FOR THE CREATION, EXECUTION AND ENFORCEMENT OF DEVELOPMENT AGREEMENTS AS DEFINED IN FLORIDA STATUTES 163.3220; PROVIDING FOR THE REPEAL OF ORDINANCES, OR PARTS OF ORDINANCES, IN CONFLICT HERewith, TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City wishes to ensure a mix of land uses which are in keeping with the development policy objectives of the City and which are reasonable and beneficial given the circumstances of an individual development; and

**WHEREAS**, this objective may, from time to time, provide standards to enable the City to enter into agreements with private property owners establishing conditions and limitations on the use of private property; and

**WHEREAS**, the City's Planning Board, as the City's local planning agency, has reviewed this ordinance, found it to be consistent with the City's adopted comprehensive plan and has recommended approval thereof; and

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

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

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

**Section 1.** Division 45 of the City of St. Pete Beach Land Development Code is hereby established in accordance with the following:

### **Division 45**

#### **PROCEDURAL REQUIREMENTS FOR ENTERING INTO DEVELOPMENT AGREEMENTS**

##### **45.1. Statutory definitions.**

For the purposes of this division, the definitions set forth in F.S. § 163.3221 shall apply and control all development agreements entered into by the City.

#### **45.2. Legislative intent and findings of fact.**

The City Commission (the "Commission") finds and declares that each of the following statements are true and correct, and hereby adopts these statements as the legislative findings of the Commission, which shall be considered as further justification and authority for the adoption of this division.

- (1) The provisions of F.S. §§ 163.3220--163.3243 set forth the local government development agreement act (the "act").
- (2) The provisions of F.S. § 163.3223 provide that local governments may, by ordinance, establish procedures and requirements, as provided by the act, to consider and enter into development agreements with any person having a legal or equitable interest in real property within its jurisdiction.
- (3) The act recognizes that the lack of certainty in the approval of development can result in waste of economic and land resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning.
- (4) The act recognizes that assurance to a developer that upon receipt of his development permit he may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development.
- (5) In conformity with, in furtherance of, and in order to implement the local government comprehensive planning and land development regulation act (F.S. § 163.3161 et seq.) and the state comprehensive planning act of 1972 (F.S. § 186.001 et seq.) it was the intent of the state legislature in adopting the act to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.
- (6) The act authorizes local governments to enter into development agreement with developers, subject to the procedures and requirements of the act.
- (7) The act provides that the act shall be regarded as supplemental and additional to the powers conferred upon local governments by other laws and shall not be regarded as in derogation of any powers now existing.
- (8) The provisions of F.S. § 125.01(1)(t), (11)(w), provide authority for the City to adopt ordinances which are in the common interest of the people of the City and not specifically prohibited by law.
- (9) It is the intent of this division to encourage a strong commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development concurrent with the impacts of development, encourage the efficient use of resources, and reduce the economic cost of development.
- (10) It is the intent of this division to encourage comprehensive planning by developers by affording greater predictability and reducing risks in order to lessen the costs of providing major infrastructure and public benefits.

### **45.3. Authority.**

- (a) This division sets forth the procedural requirements that the City shall consider and implement in order to enter into development agreements. Specific authority for adoption of this division is found in F.S. § 163.3223. In general, the provisions of this division comply with and are authorized by the provisions set forth in the local government development agreement act.
- (b) In approving a development agreement, the Commission shall have the authority to grant, without limitation, variances, special exceptions, conditional uses or other forms of approvals otherwise delegated to other authorities in the ordinary course of approvals outside of the development agreement process.

### **45.4. Development agreement requirements.**

- (a) All development agreements shall, at a minimum, include the following:
  - (1) A legal description of the land subject to the agreement;
  - (2) The duration of the agreement, which shall meet the terms set forth in section 45.5;
  - (3) The development uses permitted on the land, including population densities, and building intensities and height;
  - (4) The land use designation under the future land use plan element of the comprehensive plan for all property included within the terms of the proposed agreement;
  - (5) The current zoning classification of the property;
  - (6) A description of public facilities that will service the development, including who shall provide such facilities;
  - (7) The date any new facilities, if needed, will be constructed;
  - (8) A schedule to assure public facilities are available concurrent with impacts of the development;
  - (9) A description of any reservations or dedications of land for public purposes;
  - (10) A description of all local development permits approved or needed to be approved for the development of the land;
  - (11) A finding that the development permitted or proposed is consistent with the comprehensive plan and land development regulation, as required by F.S. § 163.3231;
  - (12) A description of any conditions, terms, restrictions, or other requirements determined to be necessary by the city for the public health, safety, or welfare of its citizens;
  - (13) A statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction shall not relieve the developer of the necessity of complying with the law governing such permitting requirements, condition, term, or restriction; and
  - (14) A statement identifying the legal and equitable interest of all persons having any interest in the property described in subsection (a)(1), above. The statement of ownership interests of any joint ventures, partnerships or corporations shall reveal all principals or directors and officers, as appropriate. Such statements shall be certified by a title company or an attorney-at-law licensed to practice in the state.
- (b) A development agreement may provide that the entire development or any phase thereof be commenced or concluded within a specific period of time.

**45.5. Duration of development agreements.**

The term of a development agreement shall not exceed ten years or such time as the act may provide. A development agreement may only be extended by mutual consent of the Commission and the developer, subject to required public hearings in accordance with section 45.6. No extension shall exceed ten years or such time as the act may provide.

**45.6. General requirements for notices and hearings.**

- (a) Before entering into, amending, modifying, canceling, or revoking a development agreement, the city shall conduct at least two public hearings, one of which shall be held by the land planning agency prior to a final public hearing before the Commission.
- (b) The day, time and place at which the next scheduled public hearing under this division will be held shall be announced at the prior public hearing.
- (c) Notice of intent to consider a development agreement at a scheduled public hearing under this division shall be provided:
  - (1) By advertising the required notice in a newspaper of general circulation and readership in the city approximately seven days before each public hearing on the application;
  - (2) By mailing the required notice, by certified mail, return receipt requested, to all property owners of record as of no greater than two weeks prior to mailing, as listed in the Pinellas County Property Appraiser's office records as abutting or lying within 200 feet of the subject property; these notices shall be mailed at least 14 calendar days prior to the first scheduled public hearing; and
  - (3) In writing, to adjacent or affected local governments or their agencies.
- (d) Required notice of intent to consider a development agreement shall specify:
  - (1) The time, place, and location of the scheduled hearing(s);
  - (2) The location of the land subject to the development agreement;
  - (3) The development uses proposed on the property, including the proposed population densities and proposed building intensities and height; and
  - (4) Instructions for obtaining further information, including the place(s) where a copy of the proposed agreement can be obtained.

**45.7. Development agreement procedures.**

- (a) *Submission of development agreement packages; fees.*
  - (1) Applications requesting consideration by the city of a developer's proposed or amended development agreement shall be submitted on such forms as may be provided by the city. In addition to the information required by section 45.4, the city may require an applicant to submit such information as is reasonably necessary to process and fully consider the application.
  - (2) Application packages shall be accompanied by such fees and charges as may be imposed by the Commission, or its designee, for proper filing and processing.
  - (3) Payment of application fees, submission of applications, engineering plans, surveys, or any other expenditures shall not vest any rights to complete development or to obtain any requested zoning or land use classification amendments.
- (b) *Negotiation of development agreements.*

- (1) The City Manager and staff personnel shall review the developer's application package and negotiate such further terms and conditions as the City Manager shall deem to be appropriate and necessary to protect the public's interest, safety, health or welfare.
  - (2) Once a tentative agreement has been reached as to the terms and conditions of a development agreement, or further negotiations are not anticipated or will not reach a consensus on the development agreement's terms or conditions, the City Manager and staff personnel shall draft a report, including any recommendations, for consideration of the Commission along with the tentative development agreement.
  - (3) The existence of a tentative agreement, staff report or recommendation shall not be sufficient governmental acts upon which reliance may be placed, such that further expenditures by a developer would vest any right to continue development; nor shall such actions constitute partial performance entitling the owner to a continuation or extension of the development agreement.
- (c) *Adoption, amendment, extension, modification, revocation and cancellation procedures.*
- (1) Following such notice and public hearings as may be otherwise required, the City Commission, by majority vote, may act to adopt, amend, extend, modify, revoke, or cancel any proposed or existing development agreement.
  - (2) Where mutual consent is required by law, the Commission may act to authorize such consent prior to all other parties so doing only upon the condition that the act is not complete or official until a binding agreement is contemporaneously signed by the Mayor and the representatives of all other parties.

#### **45.8. Recordation.**

- (a) Within 14 days after the city enters into, extends, amends, modifies, revokes, or cancels a development agreement, the City Clerk shall have the agreement or the action on the agreement recorded with the Clerk of the Circuit Court and in the official records of the City of St. Pete Beach.
- (b) A copy of the recorded development agreement and any recorded action on the agreement shall be submitted to the Florida Department of Community Affairs within 14 days after the agreement is recorded.

#### **45.9. Periodic review.**

- (a) The city shall review the land and development subject to the development agreement at least once every 12 months.
- (b) If, as part of its review, the city finds that the developer has, in good faith, complied with the terms and conditions of the agreement during the period under review, the agreement shall continue in force as is, pending the next review.
- (c) If as part of its review the city makes a finding on the basis of substantial competent evidence that there has been a failure to comply with the terms of the development agreement, the Commission, following required notice and hearing provisions of section 45.6, may:
  - (1) Modify the agreement as necessary to obtain and ensure compliance with the terms of the agreement; or
  - (2) Revoke the agreement in order to protect the public's interest, health, safety or welfare.

**45.10. Amendment, modification, extension, revocation and cancellation of agreements.**

- (a) In addition to being extended pursuant to 45.5, development agreements may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest upon proper notice and hearing as set forth in section 45.6.
- (b) If state or federal laws are enacted after the execution of a development agreement which are applicable to and preclude the parties' compliance with the terms or conditions of a development agreement, then such agreement shall be modified or revoked as is necessary to comply with the relevant state or federal laws upon proper notice and hearing set forth in section 45.6.

**45.11. Legal status of development agreements.**

- (a) The burdens of a development agreement shall be binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the agreement.
- (b) The city's laws and policies governing the development of land in effect at the time of execution of a development agreement, including but not limited to, this division of the City of St. Pete Beach Land Development Code, and all other ordinances comprising land development regulations under F.S. § 163.3202, as amended, shall govern the development of all land specified in the development agreement for its stated duration.
- (c) The city may only apply subsequently adopted laws and policies to then existing development agreements if, after a duly noticed public hearing, the Commission:
  - (1) Determines that such laws and policies are specifically anticipated and provided for in a development agreement;
  - (2) Determines that such laws and policies are not in conflict with the prior laws and policies governing existing development agreements; and do not prevent development of the land uses, intensities, or densities set forth in existing development agreements;
  - (3) Determines that such laws and policies are essential to the public health, safety or welfare, and expressly state that they shall apply to existing development agreements;
  - (4) Determines and demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of certain development agreement; or
  - (5) Determines that certain development agreements were based upon substantially inaccurate information supplied by the owner/developer.
- (d) The provisions set forth in subsections (b) and (c) of this section do not abrogate any development rights that may vest pursuant to common law.

**45.12. Enforcement.**

The following may file an action for injunctive relief in the Circuit Court of Pinellas County to enforce the terms of a development agreement, or to challenge compliance of the agreement with the provisions of F.S. §§ 163.3220--163.3243:

- (1) Any aggrieved or adversely affected person as defined in F.S. § 163.3215(2);
- (2) Any party to the agreement; or
- (3) The state land planning agency.

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

**Section 3.** If any portion or part of this Ordinance is declared invalid by a court of competent jurisdiction, the valid remainder hereof shall remain in full force and effect.

**Section 4.** This Ordinance shall become effective immediately upon adoption.

---

**Michael Finnerty, MAYOR**

**FIRST READING** : \_\_\_\_\_  
**PUBLISHED** : \_\_\_\_\_  
**SECOND READING** : \_\_\_\_\_  
**PUBLIC HEARING** : \_\_\_\_\_

I, Theresa B. McMaster, 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 \_\_\_\_\_, 2008.

---

**Theresa B. McMaster, City Clerk**

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

**Issue Considered:** Final Reading: Ordinance 2008-37 Deleting Article X, Chapter 22, Sister City Committee, of the City of St. Pete Beach Code of Ordinances

**Date:** September 10, 2008

**Prepared By:** Elaine Trehly, Finance Director

**Summary of Issue:** The Sister City Committee was created April 26, 2005. The purpose of the Committee was to act as the official host for visitors from our sister city of the *Isle of Wight*, plan and implement programs which promote the sister city relationship and create and maintain a resource list of volunteers and donors to support the sister city program.

The City had been supplying administrative support to the committee through the City Clerk's office and the Library Administrator. The City had also given financial support in previous years of \$3,000 annually.

Due to budget constraints, no monies have been allocated to the Sister City program in the fiscal 2009 budget year. Administrative staff has been reduced. Additionally, two (2) members of the five (5) member committee have submitted their letters of resignation. There is currently one (1) vacancy. The nature of the work of the committee also makes it difficult to follow "sunshine law" governing communications. Much of their activities are of a social nature. We anticipate them forming a group similar to the Friends of the Library.

Due to the issues listed above, it is recommended that this committee be dissolved and the City of St. Pete Beach no longer be considered the official host of the Sister City Program.

**Requested Motion:** "I move to approve Ordinance 2008-37....(read title.)"

**Attachments:** Ordinance 2008-37

**Reviewed by**  
**City Manager:** MB

**CITY OF ST. PETE BEACH, FLORIDA  
ORDINANCE 2008-37**

**AN ORDINANCE OF THE CITY OF ST. PETE BEACH,  
FLORIDA PROVIDING FOR DELETION OF ARTICLE X,  
SECTIONS 22-290 THRU 22-300 OF THE CODE OF  
ORDINANCES OF THE CITY, PERTAINING TO THE SISTER  
CITY COMMITTEE; PROVIDING FOR SEVERABILITY;  
PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF  
ORDINANCES, IN CONFLICT HERewith, TO THE EXTENT  
OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE  
DATE.**

**WHEREAS**, it is the desire to dissolve the City of St. Pete Beach as the official host of the Sister City program;

**NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, DOES HEREBY ORDAIN:**

**Section 1.** Article X, sections 22-290 thru 22-300 of the code of Ordinances of the City of St. Pete Beach, Florida be eliminated in its entirety.

**Section 2.** All ordinances or parts of ordinances, in conflict herewith, are hereby repealed, to the extent of such conflict.

**Section 3.** This ordinance shall become effective upon passage.

\_\_\_\_\_  
**Michael Finnerty, MAYOR**

|                       |   |       |
|-----------------------|---|-------|
| <b>FIRST READING</b>  | : | _____ |
| <b>PUBLISHED</b>      | : | _____ |
| <b>SECOND READING</b> | : | _____ |
| <b>PUBLIC HEARING</b> | : | _____ |

CA: 10/15/07 V1

I, Theresa B. McMaster, 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 \_\_\_\_\_, 2008.

\_\_\_\_\_  
Theresa B. McMaster, City Clerk

**St Pete Beach City commission  
Agenda Report**

**Issue Considered:** Authorization for the City Manager to enter into a standard City *Purchasing Agreement* with Cairns Corporation for exterior repairs and improvements to the Pass-A-Grille Shuffleboard Court Building utilizing \$4,650.00 in City reserves for payment.

**Date:** September 10, 2008

**Prepared By:** Ed Pickhardt, Contract & Grant Administrator

**Through:** Steven J. Hallock, Public Services Director

**Summary of Issue:** Pass-A-Grille shuffleboard court members want to improve the appearance and condition of the building located in Pass-A-Grille Park. The City's Building Official has inspected the building and found items that need attention. The report identifies dry rot wood on the exterior sheathing that needs to be replaced. Repairs and vinyl siding estimates have been submitted as follows:

1. Cairns Corporation \$4,650.00
2. PKS Inc. \$4,650.00
3. Unknown \$4,800.00

(Did not return telephone calls and estimate was obtained by others.)

Estimates are provided for the requested work but any unforeseen damage will require additional funding to repair. The City's Building Official's report has identified other suggested repairs but none of these repairs made it through the budget cutting process. As a result, funds to make these improvements will need to come from the City's reserves since this is not a budgeted project and all other possible funding sources will need to be used to cover other shortfalls in the budget.

Cairns Corporation has worked with the City and just completed the wind storm exterior enhancements to the Police Department building. Staff is familiar with their work and satisfied with their performance.

**Requested Motion:** "I move to authorize the City Manager to enter into a standard City *Purchasing Agreement* with Cairns Corporation for exterior repairs and improvements to the Pass-A-Grille Shuffleboard Court Building utilizing \$4,650.00 in City reserves for payment."

**Attachments:** PAGSC Letter  
Inspection Report  
Repair Estimates  
Standard City *Purchasing Agreement*

**City Manager Review:** MB

JUN 02 2008

DATED: 30 MAY 2008  
WAL: AGD

MAYOR MICHAEL FINNERTY  
CITY OF ST PETE BEACH  
155 COREY AVENUE  
ST. PETE BEACH, FLORIDA 33706

ENCL: OFFICE OF THE BUILDING OFFICIAL MEMO 5/19/08  
RE: 101 9TH AVENUE, PASS-A-GRIFFE SHUFFLE BOARD BLDG  
DRAWING

HONORABLE SIR,

I WISH TO BRING THIS MATTER TO YOUR ATTENTION  
OF THE REQUESTED MEMO AND FOR YOU TO HAVE AN  
OPPORTUNITY TO VIEW THE PAGSC BUILDING, THE COURTS,  
AND THE SURROUNDING SITE IN PASS-A-GRIFFE PARK ON  
SATURDAY, 14 JUNE 2008 AT 1000 HOURS.

I HAVE HAD RECENT MEETINGS AND DISCUSSION  
CONCERNING THE BUILDING'S SITE WITH SPB CITY STAFF  
MEMBERS AND ALSO ELECTED CITY OFFICIALS, ON  
MATTERS OF INTEREST TO THE PARK'S RECREATIONAL  
FACILITIES. THE PAGSC HAS VOTED A STANDING  
MONETARY OFFER TO THE CITY OF ST. PETE BEACH FOR  
BUILDING'S SHUFFLEBOARD COURTS. THE SITE IS  
APPRECIATED AND CHERISHED, AND IS IN TUNE WITH  
THE VERY CHARACTER OF THE HISTORIC PASS-A-GRIFFE  
AREA OF ST. PETE BEACH.

I HAVE COMPLETED SOME PRELIMINARY BLDG  
INTERIOR CLEANING AND FLOOR RESURFACING AND  
PAINTING WORK.

THE VICE MAYOR HARRY METZ WAS ALSO PRESENT  
WHEN THE BUILDING OFFICIAL BRUCE COOPER PERFORMED  
THE BUILDING INSPECTION (COPY ATTACHED HERETO).

WE BELIEVE THIS PAG PARK BUILDING SITE  
TO BE A VALUABLE ASSET OF OUR CITY OF ST PETE BEACH,  
DESERVING OF SOME CONSIDERATION FOR ITS NECESSARY  
REPAIRS AND MAINTENANCE. THE MEMO SIGNALS SOME  
AREAS AND THE FISCAL LIMITATIONS. GIVEN OUR CITY'S  
BUDGETARY CONSTRAINTS, THERE ARE SEVERAL OPTIONS  
AVAILABLE AS TO FUNDING AND PROCEEDING WITH THE  
MEMO WORK RECITED.

I AM OF COURSE AVAILABLE FOR ANY AGREED  
UPON ALTERNATE DATE YOU MAY WISH. THANK YOU!

RESPECTFULLY SUBMITTED.

*Angie Dalesio*

ANGIE DALESSIO,

VICE PRESIDENT, PAGSC-CUSTODIAN  
(27) 363-8004.

CC: CITY CLERK  
CITY MANAGER  
PUBLIC WORKS DIR.  
PLANNING DIR.

**OFFICE OF THE  
BUILDING OFFICIAL**

# Memo

**To:** Karl Holley  
**From:** Bruce Cooper, CBO   
**CC:** August D'Alessio  
**Date:** 5/19/2008  
**Re:** 101 9<sup>th</sup> Ave, Shuffleboard Building

---

As requested, I performed an on-site inspection of the shuffleboard court building and have the following comments:

**Roof:**

The roof is approximately a 3:12 pitch with 3-tab shingles, which appear to be in good shape. The soffit and rafter tails have dry rot, which needs replaced as needed.

**Siding:**

The exterior siding has dry rot along the bottom areas that were exposed to the earth. The east wall just north of the electrical meter is buckling outward from the main structure. When replacing the wall sheathing, this area will need to be inspected to determine any additional damage to the framing. The lower portion of the wall could be replaced with hardie board or other approved material.

**Shutters:**

The wood shutters have dry rot at the supports. I would suggest that these be removed and if replaced, shutters will have to meet our wind code.

**Windows:**

Two windows have dry rot at the bottom and the sill area.

**Electrical:**

Both bathrooms have exposed wiring. In addition, romex is contained in the meter box and subpanel.

**Miscellaneous:**

The women's bathroom door does not open all the way.

Summary:

Overall, the structure seems to be in good shape except as noted in this report. The current property value of the structure is listed at \$22,400 and adding 25% will give a total value of \$28,000.00 and 50% will allow \$14,000 worth repairs. With this inspection, I have noted the code violations regarding the electrical which any cost associated with this repair is exempt from the 50% rule for FEMA.



**CAIRNS**  
CORPORATION

August 30, 2008

***Ed Pickhardt***  
Contract/Grant Administrator  
City of St. Pete Beach  
155 Corey Avenue  
St. Pete Beach, FL 33706-1839  
PH: 727.363.9248  
FAX: 727.367.2736

**RE: St. Pete Beach Exterior Renovation of Wood Building**

Dear Ed,

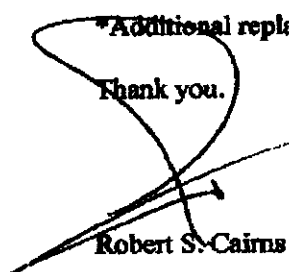
In reference to the exterior renovation to the wood structure discussed this week, we propose to complete the following:

Remove existing wood siding 24" above grade.  
Install new plywood  
Install tyvek moisture barrier  
Install new Wedgewood vinyl siding (double 4)  
Install new white vented vinyl soffit  
Install new white aluminum fascia  
Replace decking and roof shingles where discussed  
Paint existing window glazing  
Install gutters and downspouts

**Total = Four thousand six hundred fifty dollars (\$ 4,650.00)**

\*Additional replacement of damaged areas will be proposed at time of inspection when available.

Thank you.



Robert S. Cairns

developers CGC1510840

Phone 813.891.1889 Fax 813.891.1990 5303 East Longboat Blvd Tampa, Florida 33615

# Proposal

Page # 1 of 3 pagesAluminum & Rescreening  
Quality GuaranteedPool Enclosures, Screen Rooms, Gutters  
Soffit, Fascia, Reroofing, Awnings,  
Hurricane Shutters

Phone: 727-688-1364

Fax: 727-368-1915

|                        |                    |               |
|------------------------|--------------------|---------------|
| Proposal Submitted To: | Job Name           | Job #         |
| Address                | Job Location       |               |
| Passa Grille Beach, FL | Passa Grille Beach | 1010-416      |
| Phone # 727. 363-8004  | Date 8/16/08       | Date of Plans |
| Fax #                  | Architect          | PES Aluminum  |

We hereby submit specifications and estimates for:

To vinyl side existing structure, changing out bad wood around bottom of building also changing wood on window sills. Vinyl cap Boxes, and windows sills. Change & replace, splice RAFTER tails, then covering with vinyl soffit & Fascia

\*price includes cleanup and hauling away debris \*

price \$ 4650.00

(1 yr warranty)

We propose hereby to furnish material and labor — complete in accordance with the above specifications for the sum of:

\$ fifty six hundred fifty dollars <sup>two</sup> — Dollars  
with payments to be made as follows: paid upon completion

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted C. 9596 InsuredNote — this proposal may be withdrawn by us if not accepted within 7 days.

## Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.  
Payments will be made as outlined above.

Signature Y

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

# PROPOSAL

PROPOSAL NO.

SHEET NO.

DATE

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED AT:

NAME City of St. Pete Beach c/o Angie D'Amico

ADDRESS

ADDRESS

DATE OF PLANS

ARCHITECT

PHONE NO. 727-363-8004

- We hereby propose to furnish the materials and perform the labor necessary for the completion of Pass 4 Grille  
shuttl board court building. Work to be performed:
- Replace 80 feet of rotten roof decking
  - Install 100 feet of new soffit & fascia with gutter and downs
  - Replace approx. 100 square feet of rotten siding
  - Install 100 feet of upper F channel and 100 feet of lower J channel along with 170 feet of J channel around windows and doors.
  - Install 500 square feet of siding over a new moisture barrier.
  - Remove, clean and paint existing window treatments
  - Clean & paint any existing window trim
  - Remove all waste and clean.
  - All siding to be white with grey trim for given price
  - Add \$600.00 and 3 week waiting period for Grey siding.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work, and completed in a substantial workmanlike manner for the sum of four thousand

two hundred and 00 Dollars (\$ 4,200.00 )

with payments to be made as follows: \$2,100 upon acceptance for material,  
\$2,100 upon completion

Respectfully submitted 8-12-08

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Per [Signature]

Note - This proposal may be withdrawn by us if not accepted within 30 days.

## ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**CITY OF ST. PETE BEACH, FLORIDA PURCHASING AGREEMENT  
THE EXTERIOR IMPROVEMENTS TO THE PASS-A-GRILLE SHUFFLEBOARD  
COURT BUILDING LOCATED AT 900 PASS-A-GRILLE WAY.**

THIS AGREEMENT is hereby executed this 10<sup>th</sup> day of September, 2008, between the CITY OF ST. PETE BEACH, FLORIDA (hereinafter "CITY") and CAIRNS CORPORATION (hereinafter "VENDOR"), as follows:

WHEREAS, City is desirous of purchasing from Vendor the goods or services described in this agreement as Exterior Improvements to the Pass-A-Grille Shuffleboard Court Building; and

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; and

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. 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.

2. Vendor shall deliver the goods, or provide the services, described herein no later than October 10, 2008.

3. 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 the sum of \$4,650.00, as full consideration for the goods or services provided hereunder

4. Vendor fully warrants the title to any 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.

5. 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 12 months from final delivery, including all parts and labor associated with said repairs.

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

7. Vendor fully warrants that all services provided hereunder have been provided in a good and workmanlike manner. Vendor guarantees said services for a period of 12 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.

8. 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 of City, naming the City as additional insured and providing coverage up through and including the final performance of any services provided hereunder. 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.

9. 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.

10. 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.

11. This document embodies 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.

12. The prevailing party in any action to enforce or interpret this agreement shall be entitled to reasonable attorneys fees incurred through all appellate proceedings.

13. 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.

14. Any notices provided hereunder shall be sent to the parties at the following addresses and shall be considered properly delivered when placed in the U.S. mail, postage prepaid, certified return receipt requested:

As to Vendor:

CEO  
Cairns Corporation  
5303 East Longboat Blvd  
Tampa, Fl 33615

As to City:

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

15. 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.

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

CAIRNS CORPORATION  
Vendor

CITY OF ST. PETE BEACH, FLORIDA

BY \_\_\_\_\_  
CEO

BY \_\_\_\_\_  
CITY MANAGER

\_\_\_\_ Robert S. Cairns, CEO \_\_\_\_\_  
NAME, TITLE (typed or printed)

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
CITY CLERK

# Bryant ■ Miller ■ Olive

ATTORNEYS AT LAW

August 28, 2008

**VIA REGULAR MAIL AND ELECTRONIC MAIL**

Mike Bonfield, City Manager  
City of St. Pete Beach  
155 Corey Avenue  
St. Pete Beach, Florida 33706

**Re: Proposed Ordinance Modification, City of St. Pete Beach Ordinance 2007-08**

Dear Mike:

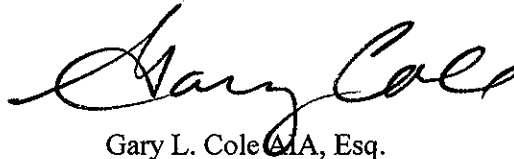
As a follow up to our discussion today, this letter confirms that we are currently discussing with David Bacon, Esq., legal counsel for Bettye and John Woods, specific language that will propose modifications to the City of St. Pete Beach Ordinance 2007-08.

The intent of the proposed modifications to Ordinance 2007-08 is to address certain issues that relate to the Woods' matter and hopefully bring it to resolution, but will also have broader applicability for similar residences within the City of St. Pete Beach and thereby minimize similar future disputes.

Our intent is to provide a draft of the proposed revisions to Ordinance 2007-08 by September 2, 2008 to permit you and your staff time for review and comment so that the final proposed Ordinance 2007-08 may be included on the agenda for the City of St. Pete Beach City Commission at its September 10, 2008 meeting.

Thank you and please do not hesitate to call with any questions.

Very truly yours,



Gary L. Cole, Esq.

cc: Karl Holley, City of St. Pete Beach/via email  
Mike Davis/Bryant, Miller, Olive/via email  
Susan Churuti/Bryant, Miller, Olive/via email

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AMENDMENT OF THE LAND DEVELOPMENT CODE; PROVIDING FOR AMENDMENT OF PARAGRAPH 3 OF SUBSECTION (b) OF SECTION 3.10, PERTAINING TO RELOCATION AND ELEVATION OF NONCONFORMING STRUCTURES; PROVIDING CRITERIA FOR RELOCATION AND ELEVATION OF SUCH STRUCTURES; PROVIDING FOR THE REPEAL OF ORDINANCES OF PARTS OF ORDINANCES IN CONFLICT HERewith, TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City desires to provide for relocation of nonconforming structures in order to improve the safety of such structure and preserve liability of such structure in limited circumstances; and

**WHEREAS**, the City desires to provide criteria for vertically elevating existing nonconforming structures to allow such structures to be brought into compliance with applicable elevation requirements of City's Flood Damage Prevention Regulations set forth in Chapter 98 of the City's Code of Ordinances and related FEMA requirements and guidelines.

**WHEREAS**, the City's Planning Board has reviewed the Ordinance, determined it to be consistent with the City's adopted Comprehensive Plan and has recommended approval thereof; and

**WHEREAS**, the City Commission, as the City's local planning agency, has determined this Ordinance to be consistent with the adopted Comprehensive Plan; and

**WHEREAS**, the City Commission has determined the Ordinance to be in the best interest of the health, safety and welfare of the citizens of the City; and

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

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

**Section 1.** Paragraph (3) of Subsection (b) of Section 3.10 of the City of St. Pete Beach, Florida Land Development Code, pertaining to relocation of nonconforming structures (each being referred to herein as a "structure"), is hereby deleted in its entirety and replaced by the provisions stated below:

- (3) Any relocation of a lawful existing nonconforming structure on the property upon which such structure is situated, either vertically or horizontally (laterally), shall be subject to the requirements and limitations stated below:
  - A. The vertical relocation (elevating) of a structure shall cause the horizontal plane of the lowest horizontal structural element of the floor of the lowest living area of that structure to be not less than six (6) inches above the base flood elevation, as defined and established in the City's Flood Damage Prevention Regulations set forth in Chapter 98 of the City's Code of Ordinances, as the same may be amended from time to time and made applicable to the structure at the time of such vertical relocation.
  - B. Any vertical relocation (elevating) of the structure shall not cause the structure to exceed the maximum building height allowed by the City's Code of Ordinances applicable to the property upon which the structure is located at the time of such relocation.
  - C. No structure shall be relocated by being moved horizontally (laterally) upon a property if such relocation would cause any additional non-conformity to be created or would cause any existing non-conformity to be increased. To the extent reasonably possible, any horizontal relocating of a structure shall cause a set-back of least three (3) feet from the nearest property line on all sides of the relocated structure.
  - D. Prior to and as a condition for the issuance of any permit and approval by the City for the relocation of an existing structure, the owner of such structure shall submit to the City the following items:
    - (1) An accurate land survey, prepared and certified by a licensed surveyor, depicting the boundary lines of the property and the location of the existing structure upon such property, including all set-backs;
    - (2) Certification by a licensed surveyor of the predominant ground elevation of the property upon which the structure is located;
    - (3) A site plan, prepared by a licensed surveyor, depicting the proposed placement of the

structure after relocation occurs, including all resulting set-backs;

- (4) Drawing(s) and specifications, signed and sealed by an licensed architect or engineer, showing the elevated structure which would result from the proposed vertical relocation of such structure, clearly depicting: a) ground elevation of the property; b) the horizontal plane of the lowest horizontal structural element of the floor of the lowest living area prior to vertical relocation; c); the horizontal plane of the lowest horizontal structural element of the floor of the lowest living area after vertical relocation; c) the height of the elevated structure measured at its highest element; and d) such additional information as may be reasonably required by the City.

E. Prior to issuance of a Certificate of Occupancy for the relocated structure by the City, the owner of the structure shall submit to the City an "as built" drawing(s), signed and sealed by a licensed architect, engineer or surveyor, depicting and confirming compliance of the elevated structure with the requirements stated in Section D(4) above.

F. The actual and bonafide costs to relocate a structure shall not be included within and deemed a part of the total costs and expenses for any improvement, renovation, rehabilitation or repair of the structure for purposes of determining whether there would occur a "substantial improvement" of the structure in violation of the City's Flood Damage Prevention Regulations set forth in Chapter 98 of the Code of Ordinances (commonly referred to as the "50% Rule").

G. In the event of a relocation of a structure, all exterior surfaces, doors and windows of the relocated structure shall: 1) comply with applicable current building and safety codes and regulations; and 2) provide an architectural design consistent with the existing structure, including use of compatible elements and materials.

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

**Section 3.** If any portion of part of this Ordinance is declared invalid by a court of competent jurisdiction, the valid remainder hereof shall remain in full force and effect.

**Section 4.** This Ordinance shall become effective immediate upon adoption.

\_\_\_\_\_  
**MAYOR**

**FIRST READING:**  
**PUBLISHED:**  
**SECOND READING:**  
**PUBLIC HEARING:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, \_\_\_\_\_, 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 \_\_\_\_\_, 2008.

\_\_\_\_\_  
**CITY CLERK**