

COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue

Tuesday, October 14, 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. Proclamation - Long Term Care Residents Rights Month**
 - b. Impact Fee Special Assessment – Bryant, Miller, Olive**
- 2. Audience Comments**
- 3. Consent**
 - a. Minutes of the November 27, 2007 City Commission Meeting, July 22, 2008 City Commission Meeting, and July 30, 2008 Special Commission Meeting.**
 - b. Resolution 2008-26, adopting a policy on public records requests.**
 - c. Resolution 2008-27, to request the Pinellas Board of County Commissioners consider the development and adoption of an ordinance establishing countywide residential fertilizer use guidelines.**
 - d. Resolution 2008-28, reimbursement of attorney costs to Commissioner Chaney.**

- e. Authorization for the City Manager to enter into an amended Memorandum of Understanding (MOU) with Suntan Arts Center to better define the partnership and support Don Vista operations.**
- f. Authorization for the City Manager and Chief of Police to enter into an agreement with the Florida Department of Management Services accepting an emergency interoperable radio gateway system for the Police Department Communications Center.**
- g. Authorization for the Mayor and City Manager to enter into a First Amendment to the Interlocal Agreement for the Ambient Water Quality Monitoring Program between Pinellas County and St. Pete Beach.**

4. Ordinances

- a. Ordinance 2008-34, final reading and public hearing, amending the Capital Improvements Element of the City's Comprehensive Plan to update the Five-Year Schedule of Capital Improvements.**
- b. Ordinance 2008-38, first reading and public hearing, amending the Land Development Code, Division 31, Traditional Hotel District, to extend the area eligible for the THD zoning designation.**
- c. Ordinance 2008-39, first reading and public hearing, amending the Land Development Code, Division 6, creating Section 6.25 providing detailed standards for the maintenance of private property.**
- d. Ordinance 2008-40, first reading and public hearing, amending the Land Development Code, Division 26, Signs, to provide for placement of bus benches and associated advertisement on public property with City Commission approval.**

5. Action Items

- a. Commission appointment to the General Pension Board.**
- b. Re-authorize the City Manager to amend the beach concession stand lease to allow the rental of paddle surf boards and to allow the sale of beer and wine at the beach concession stands with the understanding that beer and wine sales must stop at 10 pm at night and that sale of beer and wine will be reviewed by the City within 1 year.**

- c. Authorization for the City Manager to pay Camp Dresser & McKee, Inc. (CDM) \$82,103.77 for additional engineering services required and performed due to the delay in construction of Master Pump Station #1.**

6. City Manager, City Attorney and City Commission Reports

7. 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.

Proclamation

WHEREAS, *Florida is proud to acknowledge the immeasurable value of its elders, acknowledging that the 16,400 seniors living in Pinellas County's long-term care facilities continue to enrich the lives of younger generations with their knowledge and perspective; and*

WHEREAS, *it is appropriate to recognize the importance of federal and state mandated residents' rights protecting the dignity and independence of long-term care residents; and*

WHEREAS, *recognition is due to individuals seeking to improve the culture of aging through a commitment to education and empowerment, building upon the cornerstone of residents' rights; and*

WHEREAS, *we wish to honor the volunteer advocates, called "ombudsmen," who protect the health, safety, welfare and rights of residents and act as the voice of those who often cannot speak for themselves.*

NOW, THEREFORE, I, *Mike Finnerty, Mayor of the City of St. Pete Beach by the authority vested in me, do hereby proclaim, the month of October as*

Residents' Rights Month Recognizing Local Long-Term Care Residents

in the City of St. Pete Beach, and encourage all citizens to join me in these important observances by acknowledging the valuable contributions of our elders.

SEAL:

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the Seal of the City of St. Pete Beach, Pinellas County, Florida to be affixed this 14th day of October, 2008.*

Mike Finnerty, Mayor

MEMORANDUM

TO: Honorable Mayor Michael Finnerty
Honorable Members of the City Commission
Mike Bonfield, City Manager
Teri McMaster, City Clerk
Karl Holley, Director of Community Development Department

FROM: Michael S. Davis *MSD*
Susan H. Churuti
Mark G. Lawson

DATE: October 6, 2008

RE: Impact Fees/Special Assessments

GENERAL DISCUSSION

This memorandum generally outlines a realistic and practical approach to implementing an impact fee and special assessment program for the City and contains some preliminary recommendations of our firm. This memorandum will also discuss means that the City may want to consider to minimize legal risks and expenses associated with an impact fee or special assessment program.

Impact fees may be used to pay for capital projects (but not services) which result from the impact of new development. Impact fees must satisfy the "dual rational nexus" test developed under Florida case law. First, there must be a reasonable connection, or rational nexus, between the need for additional capital facilities and growth in population. Second, there must be a reasonable connection, or rational nexus, between the expenditure of impact fees collected and benefits accruing to the individuals paying the impact fees.

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Impact fees will not be collected unless there is new development or growth. For that reason, and because the amount collected will always be uncertain until the voluntary payments actually are tendered, impact fees are not a stable revenue source which can serve as the primary revenue pledge to support any borrowing bond issue.

Library expansion, fire stations, road construction, recreational facility expansion, sewer projects and similar capital project where there is such dual rational nexus, can be paid for by impact fees. This is 'pay as you go' financing and is not reliable if significant growth is not present or reasonably anticipated. The Tyndale Oliver study identified future expansion or construction of library facilities, payment of debt service for the new community center and payment of debt service for a master pump station as appropriate for payment by impact fees. All would qualify if supported by appropriate evidence. Library expansion impact fees and community center impact fees, however, would likely only be able to be imposed on residential properties because growth in commercial properties would likely not place demand those capital facilities.

Special assessments may be used to pay for either capital projects and or services but must be justified by a special benefit to the property assessed (not to persons). They must also be fairly and equitably apportioned among the benefitted property.

Special assessments are a stable revenue source and can be the primary pledge to support a financing or bond issue. General governmental services such as police services, provision of courts, advanced EMS services and other types of services which do not provide a special benefit to property cannot be paid for with special assessments. Fire protection, solid waste collection, streets and right-of-way beautification, utility line extension and utility capacity can be paid for by special assessments. Special assessments imposed for the library expansion and community center are questionable (need to be supported by appropriate evidence), whereas a master pump station clearly can benefit property; but, once again, the library expansion and community center special assessments could most likely only be imposed on residential property. Fire assessments could be imposed for fire service and capital projects but only for basic EMS (not advanced EMS).

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Special Assessments can be imposed on all landowners who benefit (existing development and vacant lands). Impact fees can only be imposed on new development or growth. Once collected both sources of revenues can not be intermingled with each other or the City's general fund. In the most basic terms, those revenues must be used exclusively for the purposes collected.

Typically, (but not always –there are other appropriate methodologies and we can assist you in looking at any you choose) special assessments are calculated on an equivalent residential unit (ERU) basis and imposed against individual properties. In order to move forward with either a special assessment or impact fee program, the City should retain a law firm and a consultant. On behalf of the City, the law firm would work with the consultant to develop a program and the necessary implementation documents. The program should be developed in close collaboration with the City finance staff. The City will need to engage a qualified consultant, such as Tyndale Oliver, to prepare an impact fee study or assessment report to provide evidentiary support for the impact fees or assessments to be imposed. We are willing and quite able to promptly provide a master special assessment ordinance and a master special impact fee ordinance. These fundamental procedural ordinances would allow the City to then embark on individual programs by resolution. In each instance the ordinance would provide a process of extraordinary notice and opportunity to be heard (due process) and a procedure for adoption after public hearing. As the City selects each specific revenue program the consultant can be directed and supervised as it develops a solid evidentiary basis for each action. This will make the use of legal and consultant costs more efficient and better substantiate the premise for such charges.

IMPACT FEES CREDITS AND WAIVERS

Generally, impact fee waivers have been found to be valid for identified public purposes so long as they do not violate equal protection principles and do not cause other fee payors to pay more than their proportionate share of the cost. Individuals similarly situated must be treated the same. Therefore, since the purpose of the impact fee is to require new development to pay for the cost of increased capital facilities made

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necessary by the new development, *all* new development *should* be subject to impact fees unless there is a valid exception, i.e. unless there is no impact or a reduced impact. In order to recoup revenues that would be lost by granting such waivers, the City should legally pay the impact fees on behalf of these entities either from general fund revenues or other available non-ad valorem revenues

A significant difference between impact fee waivers and impact fee credits is that an impact fee waiver requires that the City make up the lost revenue from some other legally available source because the impact is still present and has not been mitigated. An impact fee credit if properly supported by an evidentiary record before the Commission need not require that the amount of the credit be made up from other revenue sources because the impact has been mitigated in some other way, reducing the amount of the impact.

VALIDATION

The City should consider validating a loan agreement or bond issue for capital aspects of the projects to be paid for by impact fees and or for any special assessments. After thirty (30) days, this expedited legal proceeding will effectively serve to place in repose and minimize future legal challenge with respect to any matter which was properly before the court in the proceeding. Validation is a specific and focused statutory proceeding whereby the petitioner (here the City) files an action in Circuit Court, the State Attorney represents the citizens and taxpayers and the Court is required to hold an expedited hearing. Any other person can intervene in the proceeding. The proceeding advances a public policy designed to place in repose issues that would affect the sufficiency of the financing.

SPECIAL COUNSEL WORK ORDER

Our Firm would propose a work order strategy and fee structure to perform special counsel legal services and develop the recommended structure and programs as follows:

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1. Master Impact Fee Ordinance; delivered within thirty (30) days of notice to proceed; flat fee of \$4,500 payable upon the sooner of adoption or within sixty (60) days of first draft in a form ready for adoption.

2. Master Special Assessment Ordinance; delivered within thirty (30) days of notice to proceed; flat fee of \$4,500 payable upon the sooner of adoption or within sixty (60) days of first draft in a form ready for adoption.

3. Exclusive of negotiated fees to develop the foregoing ordinance, hourly rates involved in implementing any revenue program thereafter at \$250/hr for attorneys and \$75/hr for paralegals and law clerks. Activities include legal counsel, advice and assistance in editing and revising evidentiary reports in order to develop methods for imposing fees which conform to statutory and constitutional requirements, preparation of implementing resolutions, notices, and advice and assistance in conduct of required public hearings. The Firm will provide up to ten (10) hours of service without charge as a courtesy discount in assisting the City in negotiating the scope and cost of evidentiary reports to be provided by necessary consultants. Each individual impact fee or assessment will require a specific work order, a discussion of target revenue amounts to be collected, and necessary budget appropriations.

4. All documentation and approaches will be developed with an eye toward validating such fees or assessments prior to imposition in order to deal with litigation in advance of collections. Exclusive of any bond counsel related fees, the Firm will charge the same hourly rates to prepare validation related notices, complaints, memoranda of law, or similar documentation for validation at the circuit court level. In the event of an appeal, the Firm will also be available for services related to an appeal, if the City directs.

5. On an annual basis, the Firm will assist the City in undertaking a performance audit (from a legal implementation perspective) based upon the foregoing hourly fee structure.

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6. The City will need to retain one or more qualified consultants to develop supportive evidence and analysis for any impact fees or special assessments. As well, the City may need to engage qualified consultants to provide implementation services (creation of rolls, analysis of public data bases, and maintenance of rolls, etc.). Although our risk management covenants will not allow any consultant to serve as a sub-contractor to the Firm and every consultant must be in privity with the City (and not the Firm), the Firm will allow the City to authorize and engage such consultants to submit bills or invoices as an expense on our monthly invoices; and we will, as a convenience, distribute any payments to the consultants immediately upon payment by the City of our invoices.

We believe this memo shares our experience in actually accomplishing functioning and valid impact fee and special assessment programs. As well, the approach outlined allows the City to first set up a workable, transparent and fundamentally fair process, efficiently allows specific projects to be addressed and accomplished in a cost efficient incremental process the City controls, and does so in a way that minimizes the likely risks and cost of dispute or objection on a factual or legal basis as a means to carry out a policy objection or dispute.

A **Regular Meeting** of the **St. Pete Beach City Commission** was held on **Tuesday, November 27, 2007** beginning at 7:00 pm in the Commission Chambers at 155 Corey Avenue, St. Pete Beach, Pinellas County, Florida.

Pledge of Allegiance

Invocation: The invocation was given by Commissioner Metz.

Roll Call

Present: Mayor Ward J. Friszolowski; Vice Mayor Michael Finnerty; Commissioners Harry Metz, Linda Chaney, Ed Ruttencutter; City Manager Michael Bonfield; City Attorney Tim Driscoll; and City Clerk Theresa B. McMaster.

AGENDA MEETING

Mayor Ward J. Friszolowski established the end of the meeting to be 10:00 p.m.

The following changes were made to the Agenda:

Item 16 removed;
Item 15 moved to Item 6;
Former Discussion Items 17 (B) and (C) tabled until a later meeting;
Item 6 became 7;
Item 7 became 8;
Item 8 became 9;
Item 9 became 10;
Item 10 became 11;
Item 11 became 12;
Item 12 became 13;
Item 13 became 14;
Item 14 became 15;
Item 3A became 16;
Item 3C became 17;
Discussion Item 1 became 18;
Commission Reports Item 19;
Audience Comments Item 20;
Adjourn Item 21.

REGULAR MEETING

1. Presentations

a. Historic Designation Plaques

Plaques are presented to Mrs. Nancy Markoe, 3112 Pass-a-Grille Way, home built around 1925.

Mrs. Holloway, 101-1/2, 103 22nd Avenue, home built around 1926.
Mrs. Shirley Hoffhecker, 103, 105 1st Avenue, home built around 1920 and 104 2nd Avenue, home built around 1935.
Dr. Martinez, 2605 Pass-a-Grille Way, home built around 1935.

b. Support Our Troops

Catherine McKillips spoke in support of sending a DVD made by herself, city employees and residents to the soldiers.

c. Proclamation

Roberta Whipple accepted a proclamation on behalf of Merl Reagle, Puzzler (Merl Reagle Day) December 9, 2007.

2. Audience Comments

Nicole Martinez, 7400 Gulf Blvd. – spoke in support of Toys for Tots distributions for Pinellas and Hillsborough County.

Dale Hughes, Boca Ciega Drive - spoke in opposition to a lobbyist for St. Pete Beach.

Mimi Gewanter, 265 Tessier Drive South – spoke in support of workshop meetings.

Deborah Edney, 7210 Boca Ciega Drive – spoke in support of questions and open discussions among commissioners during meeting.

Renee Roos, 8020 Gulf Blvd. – spoke in support of Mayor Friszolowski and Commissioner Ruttencutter participating in a walking tour of Corey Avenue to meet the merchants.

Lorraine Huhn, 9425 Blind Pass Rd. – spoke in support of having access to documents regarding plan or amendment changes to work being done.

Deborah Schechner, 710 Boca Ciega Isle Drive – spoke in support of community contributions to the troops.

Takvor Evrikoz, 1807 Gulf Way – spoke in opposition to Mayor Friszolowski limiting the meeting time.

Bill Pyle, 6600 Sunset Way – representing CRG, spoke in support of “responsible” development.

Carol Walker, Sea Mark Condos, 5396 Gulf Blvd. – spoke in support of moving the podium location to aid in clearer communication.

Will Jacoby, 8100 Gulf Blvd. – spoke on his concerns to time limits on meetings and his opposition to hiring a lobbyist, at this time.

Ruth Ledner, 1205 Gulfway – spoke in support of community classes that everyone can join.

3. Consent Agenda

Items A and C were pulled.

b. The 2008 general election for City Districts No. 1, No. 3 and Mayor.

d. Authorization for the City Manager to sign an amended Memorandum Agenda (3), Item (b) Resolution 2007-18, establishing the date for of Understanding between the City of St. Pete Beach and Pinellas County FOP Lodge 43 to have all shifts operate on a 5 day/8 hour schedule on or about January 15 each year for training purposes.

Vice Mayor Finnerty moved to approve the Consent Agenda, by reading it in its entirety. Commissioner Metz seconded the motion.

The motion was unanimously approved by individual roll call vote.

4. Ordinance 2004-41, Final Reading and Public Hearing, amending Divisions (2) and (6) of the St. Pete Beach Land Development Code to revise definitions and standards for dock facilities.

City Manager Bonfield reviewed the Ordinance.

Vice Mayor Finnerty moved to adopt Ordinance 2007- 41, by reading the Title in its entirety. Commissioner Chaney seconded the motion.

There were no audience comments.

The motion was unanimously approved by individual roll call vote.

5. Ordinance 2007-43, Final Reading and Public Hearing, providing a supplemental appropriation for fiscal year 2007.

City Manager Bonfield reported that this is required by state law for balancing of budget.

Vice Mayor Finnerty moved to approve Ordinance No 2007-43, by reading it in its entirety. Commission Metz seconded the motion.

There were no audience comments.

The motion was unanimously approved by individual roll call vote.

- 6. Ordinance 2007-50, First Reading and Public Hearing budget adjustment for police grant and encumbrances from FY07.**

Commissioner Chaney moved to approve Ordinance 2007-50, by reading the Title in its entirety. Vice Mayor Finnerty seconded the motion.

There were no audience comments.

The motion was unanimously approved by individual roll call vote.

- 7. Ordinance 2007-44, Final Reading and Public Hearing, provides for the ability for the Fire Department to charge fire inspection and permit fees.**

City Manager Bonfield reviewed the Ordinance.

Vice Mayor Finnerty moved to approve Ordinance 2007-44 on Final Reading by reading its Title in its entirety. Commissioner Metz seconded the motion.

There were no audience comments.

The motion was unanimously approved by individual roll call vote.

- 8. Ordinance 2007- 45, Final Reading and Hearing, amending Chapter 58 pertaining to parks and recreation.**

City Manager Bonfield reviewed the Ordinance.

Commissioner Metz moved to approve Ordinance 2007- 45, on Final Reading by reading its Title in its entirety. Vice Mayor Finnerty seconded the motion.

There were no audience comments.

The motion was unanimously approved by individual roll call vote.

- 9. Ordinance 2007- 46, Final Reading and Public Hearing, amending Appendix A, fee schedule.**

City Manager Bonfield discussed adjustments to some of the fees.

Commissioner Metz made a motion to approve Ordinance 2007- 46, on Final Reading by reading its Title in its entirety. Vice Mayor Finnerty seconded the motion.

There were no audience comments.

The motion was unanimously approved by individual roll call vote.

- 10. Ordinance 2007- 47, Final Reading and Public Hearing, Repeal of Ordinance 2007-13, pertaining to investment of funds in the General Employees' Retirement System.**

Commissioner Metz moved to approve Ordinance 2007- 47, on Final Reading by reading its Title in its entirety. Vice Mayor Finnerty seconded the motion.

There were no audience comments.

The motion was unanimously approved by individual roll call vote.

- 11. Ordinance 2007- 48, Final Reading and Public Hearing, Repeal of Ordinance 2007-14, pertaining to investment of funds in the Fire Fighters' Retirement System.**

Vice Mayor Finnerty moved to approve Ordinance 2007- 48, on Final Reading and Public Hearing by reading its Title in its entirety. Commissioner Metz seconded the motion.

There were no audience comments.

The motion was unanimously approved by individual roll call vote.

- 12. Ordinance 2007- 49, Final Reading and Public Hearing, Repeal of Ordinance 2007-15, pertaining to investment of funds in the Police Officers' Retirement System.**

Vice Mayor Finnerty moved to approve Ordinance 2007- 49, on Final Reading and Public Hearing by reading its Title in its entirety. Commissioner Metz seconded the motion.

There were no audience comments.

The motion was unanimously approved by individual roll call vote.

- 13. Ordinance 2007- 38, First Reading and Public Hearing, amending the Future Land Use element and the Future Land Use Map Element of the St. Pete Beach Comprehensive Plan to change allowable densities in the Residential/Office/Retail Land Use Designation and to establish a transient accommodation density pool for the Pass-a-Grille area.**

City Manager Bonfield noted that after discussion on this item, at the last meeting it was agreed not to take any action. Mr. Holley spoke more on the subject.

Audience Comments

Mimi Gewanter, 265 Tessier Drive South – spoke in support of the ordinance.

Ralph Lickton, 1706 Pass-a-Grille Way – spoke on the topic of 8th Avenue.

Jay Anderson, Historic Review Board – spoke in support of the progress that has been made in attempt to maintain the character in Pass-a-Grille.

Tom Reynolds, 535 Central Avenue, St. Petersburg – spoke in support of the density pool issue being under the RFO instead of the ROR.

Bill Pyle, 6600 Sunset Way – spoke in support of developing a master plan while the development proceeds.

14. Ordinance 2007-39, First Reading and Public Hearing, creating Division 30 of the St. Pete Beach Land Development Code, Establishing zoning standards for the Residential High district.

City Manager Bonfield stated this Ordinance is adopting the standard residential high zoning standards. Mr. Holley stated it is consistent with the RH Future Land Use classification.

Vice Mayor Finnerty moved to approve Ordinance 2007-39, on First Reading and Public Hearing by reading its Title in its entirety. Commissioner Chaney seconded the motion.

Audience Comments

Ralph Lickton, 1706 Pass-a-Grille Way – spoke in support of the ordinance being linked to the Resort Facilities Overlay.

Tom Reynolds, 535 Central Avenue, St. Petersburg – spoke in support of the ordinance being linked to the RFO.

Joe Caruso, 1301 Gulf Way – representing Sabal Palms Inn, spoke in support of Pass-a-Grille being separate, not included in the master plan.

The motion passed with a (4-1) individual roll call vote with Commissioner Ruttencutter voting “no.”

15. Ordinance 2007-40, First Reading and Public Hearing amending Division 21 of the St. Pete Beach Land Development Code, Resort Facilities Overlay.

Commissioner Chaney moved to approve Ordinance 2007-40, on First Reading and Public Hearing by reading its Title in its entirety. Vice Mayor Finnerty seconded the motion.

Audience Comments

Ralph Lickton, 1706 Pass-a-Grille Way – stated no additional conditions needed for RH.

The motion passed with a (4-1) individual roll call vote with Commissioner Ruttencutter voting “no.”

16. Adjournment

Time being 10:14 p.m., this meeting was adjourned.

Mike Finnerty, Mayor

ATTEST:

Theresa B. McMaster, City Clerk

**ST. PETE BEACH CITY COMMISSION
MINUTES**

**Tuesday, July 22, 2008
6:30 p.m.**

Call to Order

Pledge of Allegiance

Invocation

Invocation was given by Vice Mayor Metz.

Roll Call

THOSE PRESENT:

**Mayor Mike Finnerty
Vice Mayor Harry Metz
Commissioner Linda Chaney
Commissioner Christopher Leonard
Commissioner Al Halpern**

ALSO PRESENT:

**City Manager Mike Bonfield
City Attorney Mike Davis
City Clerk Theresa McMaster**

Mayor Finnerty noted that the Police Department has free bike helmets.

AGENDA MEETING

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Commissioner Chaney requested that Item 5a Discussion on Upham Beach T-Groins be moved up on the agenda to immediately follow the Consent Agenda.

The Commission agreed to do so.

The Commission discussed setting a time certain for adjournment.

No decision was made at that time. It will be addressed at a later time.

REGULAR MEETING

1. Audience Comments

Mimi Gewanter, 265 Tessier Drive, W. - suggested that the Commission limit their discussion and not repeat comments; expressed her opposition to outsourcing the Police Dispatch to the County Sheriff's Department; suggested that only residents and tax payers be allowed to speak on the T-Groin issue.

Dale Hughes, 8301 Boca Ciega Drive. Discussed a crisis of leadership; spoke to credibility of the Commission; discussed the budget crisis and the reason therefore; expressed opposition to a millage increase; suggested that management positions could be eliminated; discussed tourism and the trickle down effect of tourism; suggest that the City sell the Don Vista Building and the Library Building; move the Library to the Community Center Complex; discussed a municipal marina

Maria Urban, Three Palms Point - expressed her dissatisfaction with the actions of the City regarding a dispute with her neighbor, Steve McFarlin.

Paul Pfister, 8090 Gulf Boulevard, reported that North Beach residents expressed support for retaining the police dispatch function in the budget; residents relayed to him they weren't concerned about a slight increase in the millage rate; support of splash pad project; Aegon Insurance thanked the Community for paying for postage on the Support Our Troops packages; noted that the Pinellas County Planning Council unanimously approved the changes submitted to the Countywide Plan.

Rose Mary Manning, 200 1st Avenue. asked questions about properties on Gulf Way that are for sale, thought they were the small motels that the City has been working for the last couple of years to allow them to redevelop.

2. Consent

a. Minutes of the September 10, 2007 City Commission Workshop Meeting

Vice Mayor Harry Metz moved to adopt the consent agenda as presented. Commissioner Linda Chaney seconded the motion.

The motion was unanimously approved by individual roll call vote.

6a. Discussion of T-groin replacement - Nicole Elko

Nicole Elko, Pinellas County Coastal Manager gave a report on the T-groin Project at Upham Beach.

Commissioner Halpern was concerned about down drift effects in Pass-a-Grille; discussed the schedule for dredging of Blind Pass Channel as a borrow site for Upham Beach; and discussed the 5 year plan for the t-groin experiment.

Commissioner Chaney asked about the time frames for the program being presented; stated that with the T-Groins experiment, the renourishment has occurred every 3 to 4 years, not six years as is suggested with permanent structures. Dr. Elko noted that the renourishment is anticipated

every six years. She stated that the 2006 renourishment was not a planned project. It was partially required because of vandalism to the geo-textile groins.

Dr. Elko noted that the area in front of Star Light Towers is of concern and that the engineer that will be hired in 2009 will consider alternative designs to increase the effectiveness of the structures.

Dr. Elko reported that computer models will be used with existing data to test various configurations.

Commissioner Leonard expressed his appreciation to the County; expressed concern about the need to tweak the project before permanent structures are installed and the fact that our weather has been mild in the past couple of years.

Dr. Elko stated that the plans for the permanent structures will be some variation of what is currently there and noted that if there is a negative downdrift effect of the structures they must be removed.

Commissioner Metz suggested extending the jetty in a southwestern direction and putting a pump on the jetty. Dr. Elko stated that one of the options considered was to place a pump on Sunset Beach and it was found to be cost prohibitive because it would be an ongoing project and require several full-time staff members.

Mayor Finnerty noted that the results have been good and there are two sea turtles nests on Upham Beach at this time.

Cleo Robinson, 2162 W.Vina Del Mar Boulevard; not totally in support or opposed; was uncomfortable in making financial commitments and would prefer a solution that doesn't need renourishment; discussed alternatives to the rock structures; asked that other solutions be considered before a final determination is made; discussed the sea life and the effect renourishment has on the sea life.

Mike Meehan, Causeway Isle Estates; frequent user of this beach; not quite in opposition or in support; impressed with Dr. Elko's report; discussed placing artificial reefs off the beach.

Jessica Emery. Not in opposition or support; backed up previous speakers on this issue; asked that other options be researched.

The Mayor asked for audience comments from those that support the t-groins.

Kevin Hing, Starlight Towers Condominium. Gave a presentation on the need for the T-groins and expressed his support on moving forward with permanent structures; noted that 90% of the owners in Starlight Towers have stated that they are in support of the project.

Bill Pyle, 6600 Sunset Way. Voiced his support of the project.

George Wolf, Starlight Towers, in support of permanent structures.

Lenny Stamos, 2491 Vina Del Mar Boulevard. Noted that Starlight Towers allowed him to put a webcam on their fourth floor showing the beach; they have relocated the camera and updated the technology; it was suggested that the Police Department could monitor the beach and minimize vandalism that has caused a great deal of expense to the County on this temporary solution.

The Mayor closed audience comments.

Nicole Elko answered questions by the Commission regarding the issue and responded to some of the audience comments.

Dr. Elko said she was familiar with the options brought up by speakers at this meeting and those options will be considered by the engineer in 2009. She also noted that one of the options being discussed was filling geo-tubes with concrete and that is not advisable and not allowed in Florida.

After considerable discussion, the consensus of commission was to move forward with the installation of some kind of permanent solution for erosion control.

The City Manager was asked to research the possibility of receiving a grant for some surveillance equipment at Upham Beach.

4. Ordinances

- a. [Ordinance 2008-26, First Reading and Public Hearing, proposing a Charter amendment requiring referendum approval of casino style gambling within the municipal limits of St. Pete Beach; and prohibiting casino style gambling within the city until such referendum approval is granted by the citizens of the city.](#)

City Attorney Davis provided a revised ordinance to the Commission. Commissioner Chaney asked that this issue be considered later in the meeting so that she can read what has been presented by the City Attorney.

- b. [Ordinance 2008-28, Final Reading and Public Hearing, amending the Code of Ordinances Chapter 22, Boards and Committees - staff responsibilities](#)

Continued until August 12, 2008.

- c. [Ordinance 2008-29, Final Reading and Public Hearing, amending Code Sections 22-101 through and including 11-109 of Article IV of Chapter 22 to change the name and scope of the Leisure Services Committee.](#)

Continued until August 12, 2008

- d. [Ordinance 2008-30, First Reading and Public Hearing, amending Chapter 58 pertaining to the Recreation Division and Appendix A Fee Schedule.](#)

Continued until August 12, 2008.

3. Resolutions

- a. [Resolution 2008-18, finding the necessity to create a Community Redevelopment Agency and designating the membership of the St. Pete Beach City Commission as the Community Redevelopment Agency.](#)

City Manager Bonfield summarized the report to the Commission.

It was noted that the City Commission must serve as the Community Redevelopment Agency.

Discussion was held on creating an advisory committee to make recommendations to the City Commission, as they are sitting as the Community Redevelopment Agency.

Commissioner Chaney expressed that she does not agree with the estimation that there will be no increase of water usage which will impact the entire City. Her concern is that the developers pay the costs needed for the impact of their project.

Commissioner Chaney requested that staff provide a report regarding the current amount of water usage for the hotels already in existence. She inferred that would be a baseline number to indicate whether or not there is an increase in usage due to redevelopment

Mr. Davis stated that the Commission is obligated to adopt the resolution and move it forward to the County as it is part of the Settlement Agreement with SOLV and then put it on the ballot for the voters to consider.

Commissioner Linda Chaney made a motion to have staff establish a baseline of the current usage data for water and sewer for the hotels. Vice Mayor Harry Metz seconded the motion.

Mr. Bonfield noted that impact fees are separate issues and that this Resolution is for the Community Redevelopment Agency.

Commissioner Chaney withdrew her motion.

Commissioner Leonard was in favor of establishing an advisory board on the issue of the CRA.

Commissioner Halpern felt that an advisory committee is not necessary. He stated that he gets input from residents on issues that will come before the Commission.

Vice Mayor Metz was in agreement that an advisory committee would be necessary.

Mr. Bonfield suggested that the Commission wait until the CRA is approved by the County and then decide whether or not to create an advisory committee.

The Commission agreed to put the issue of an advisory committee on the agenda for a meeting in January 2009.

Commissioner Al Halpern moved to adopt Resolution 2008-18 by reading it's title in it's entirety. Vice Mayor Harry Metz seconded the motion.

The motion was unanimously approved by individual roll call vote.

Bill Pyle, 6600 Sunset Way - objected to the process; thought the citizens could have input before the Commission votes; objected to the resolution and the use of the word "blighted."

Rosemary Manning, 200 1st Avenue Urged the Commission to stay on the topic on the agenda; didn't see the need for an advisory committee; the elected official should do their jobs.

Karl Holley, Community Development Director answered questions from the Commission.

General discussion was held regarding impact fees and concurrency reviews.

Considerable discussion was held on concurrency review and the process.

A brief recess was taken at this time.

b. Resolution 2008-19, establishing the FY 2008/2009 tentative millage rate.

Mr. Bonfield gave a summary of the report on this Resolution.

The Mayor asked for audience comments.

Mimi Gewanter, 265 Tessier Drive S. spoke in support of raising the millage rate to keep the police and fire personnel.

Peter Roos, 8020 Gulf Boulevard Mr. Roos cautioned the Commission to adopt a tentative rate that will allow for some flexibility in the upcoming budget.

A gentleman (name and address inaudible) was opposed to increasing taxes; government needs to cut back on spending.

Bob Manning, 200 1st Avenue, agreed that the City needs to tighten the budget; warned the Commission about setting the tentative millage too low; urged the Commission to look for innovative ways to maintain the public safety personnel.

Bill Pyle, 6600 Sunset Way opposed increasing the millage rate; suggested that some departments are top heavy and some of the upper level supervisory positions should be eliminated.

Tim Place, 3805 Gulf Boulevard; was opposed to increasing the millage rate; there are always areas that can be cut;

Discussion was held regarding the cost for maintaining the Police Dispatch Service. Ms. Trehy, Finance Director, noted that it would be approximately \$155,000.

Elaine Trehy, Finance Director said that one tenth of a mill would increase the ad valorem tax income by \$247,000. She also noted that there is approximately \$141,000 surplus in the proposed budget. The rate if increased by one tenth of a mill would be 2.4764.

Discussion was held about the millage rate of St. Pete Beach compared to other surrounding communities. It was noted that St. Pete Beach has the lowest rate of any small city with a police department.

It was noted that setting the tentative millage will not necessarily mean that the Commission will adopt an increase, it just allows for an increase if necessary. The proposed millage rate will result in approximately \$26.00 per year increase for the average home in St. Pete Beach.

Commissioner Al Halpern moved to adopt Resolution 2008-19 at 2.4764 millage with the intention to have a zero increase. Commissioner Linda Chaney seconded the motion.

The motion was approved by individual roll call vote of (3-2) with Vice Mayor Harry Metz, and Commissioner Christopher Leonard voting no.

5. Action Items

City Attorney Davis administered the oath for those persons speaking on the Conditional Use issues.

Anne Marr gave a presentation.

- a. [Conditional Use Case 2008-0013 review for an automotive rental agency business at 5300 Gulf Blvd \(Sirata Resort\).](#)

Bob Annibale, the Southeast Expansion Manager, Avis Car Rental. Mr. Annibale spoke as the applicant for this item.

Vice Mayor Harry Metz moved to approve the request for Conditional Use 2008-0013. Commissioner Christopher Leonard seconded the motion.

The motion was unanimously approved by individual roll call vote.

- b. [Conditional Use Case 2008-0014, Request for modification of a previously approved Conditional use for a classification /use change from a Class B multi use private dock to a Class A dock for 3701 & 3751 Gulf Boulevard.](#)

City Attorney Davis administered the oath for those persons speaking on the Conditional Use issues.

Anne Marr, Zoning Administrator, gave the staff summary.

Robert Stevenson, his daughter owns two lots across from the site. The concerns expressed were that there would be boat trailer parking on the street and cause problems with the residents in that area.

Discussion was held regarding parking issues; possible permit parking for that area; and signage that would help with any possible parking problems.

Mr. Bonfield stated that staff would look into the issue of parking and bring back recommendations to the Commission.

Diane Hio, Woods Consulting, speaking as the applicant. Noted that there were no physical changes to the dock, just changes in use.

Commissioner Linda Chaney moved to approve Conditional Use Case 2008-0014, Request for modification of a previously approved Conditional use for a classification /use change from a Class B multi use private dock to a Class A dock for 3701 & 3751 Gulf Boulevard. Vice Mayor Harry Metz seconded the motion.

The motion was unanimously approved by individual roll call vote.

- c. [Approval of contract between the City of St. Pete Beach and Karabashian Eddington Planning Group for development of new construction design guidelines for the Pass-a-Grille area of the City.](#)

Mr. Bonfield summarized the issue.

Karl Holley, Community Development Director, answered questions from the Commission.

The Mayor asked for audience comments.

Melinda Pletcher, Chair of the Historic Preservation Board; urged the Commission to approve the contract and move forward; noted that the Board and Staff has put a great deal of time on this issue; and stated that the Board is conscientious and responsible.

After considerable discussion, it was the consensus of the Commission to not approve the contract with Karbashian Eddington Planning Group due to the current budget constraints of the City.

6. Items for Discussion

a. Discussion of T-groin replacement - Nicole Elko

This item was moved up on the agenda and discussed earlier in the meeting.

b. City Attorney Services

This item was continued until a later meeting.

c. Meeting decorum

This item was continued until a later meeting.

[4 a. Ordinance 2008-26, First Reading and Public Hearing, proposing a Charter amendment requiring referendum approval of casino style gambling within the municipal limits of St. Pete Beach; and prohibiting casino style gambling within the city until such referendum approval is granted by the citizens of the city.](#)

Commissioner Linda Chaney moved to approve Ordinance 2008-26, First Reading and Public Hearing, by reading it's title in it's entirety, with changes as written in the exhibit to the July 15, 2008 memorandum from Mr. Davis to the Commission, including option one with a 74 word count on the ballot summary and including the requirement for 65% of the voters required to approve casino gambling in St. Pete Beach. Vice Mayor Harry Metz seconded the motion.

Rosemary Manning, 200 1st Avenue. She questioned the urgency of this matter; suggested that the Commission should listen to the Boards and Committees that they have appointed; related that the Commission needs to take care of their responsibilities and make decisions.

Lorraine Huhn, 9425 Blind Pass Road. She asked the Commission to take the recommendations of the Boards and Committees.

The motion was approved by individual roll call vote of (4-1) with Commissioner Al

Halpern voting no.

Commissioner Linda Chaney moved to continue items 4 b, c & d until the August 12, 2008 meeting Vice Mayor Harry Metz seconded the motion.

The motion was unanimously approved by individual roll call vote.

7. Reports

a. City Manager's Report

Land Use Map Plan Amendment (SOLV) was recommended for approval by the Pinellas Planning Council to the Board of County Commission who will meet on August 5, 2008.

Planning Board Meeting on July 23, 2008 listed the items on the agenda.

Paradise Sweets has requested an amendment to their lease agreement to be allowed to serve beer and wine.

Noted the dates and times for the City Commission Budget Workshops.

Chamber of Commerce Open House.

Library closed August 5, 2008 for the County's new automation system.

Went over items for the next meeting.

b. City Attorney's Report

City Attorney Davis reported that a suit has been filed by Wachovia Bank for a mortgage foreclosure on a property for which City has placed a lien. His firm has a conflict. He suggested an outside attorney by the name of Peggy McGaridy. She would be retained at Olive Miller Bryant's standard rate. He estimated the cost to be less than \$5,000 total.

Mr. Davis asked the Commission to schedule an Executive Session to discuss the Chmielewski case. It was scheduled for July 30, 2008 at 6:30pm.

c. Commission Reports

Vice Mayor Metz reported on activities in District 4.

Commissioner Leonard reported on activities in District 3.

Commissioner Chaney reported on activities in District 2.

Commissioner Halpern reported on activities in District 1.

Mayor Finnerty reported various activities throughout the City.

8. Audience Comments

Peter Roos, 8020 Gulf Boulevard: expressed his opposition to eliminating positions that are currently filled with experienced staff, especially in the Recreation Division; opposition to putting off the Fee Schedule Ordinance; the brochure for the upcoming months of recreation events and activities is critical to get the participation in programs necessary.

Bill Pyle, 6600 Sunset Way; thanked the Commission for supporting the T-groin Project at Upham Beach.

After discussion by the Commission, a Special Meeting was scheduled for July 30, 2008 at 6:30pm to have first reading on the fee schedule ordinance.

City Attorney Davis requested an Executive Session be held on that date after the Special Meeting to discuss the Chmielewski case.

9. [Adjournment](#)

Theresa B. McMaster, City Clerk

Mike Finnerty, Mayor

Minutes approved on

**ST. PETE BEACH CITY COMMISSION SPECIAL MEETING
MINUTES**

**Wednesday, July 30, 2008
5:30 p.m.**

Call to Order

Pledge of Allegiance

Invocation

The Invocation was given by Commissioner Al Halpern.

THOSE PRESENT:

**Mike Finnerty
Harry Metz
Linda Chaney
Christopher Leonard
Al Halpern**

ALSO PRESENT:

**Mike Bonfield
Mike Davis
Theresa B. McMaster**

**[Ordinance 2008-30, First Reading and Public Hearing, amending Chapter 58
pertaining to the Recreation Division and Appendix A Fee Schedule](#)
Move to approve Ordinance 2008-30, on first reading.**

Steve Hallock, Public Services Director gave a PowerPoint presentation.

Wendy Johnson, 9375 Blind Pass Road. noted that she is active in the community; St. Pete Beach fees are too low; the marketing budget is insufficient for the Community Center and the Pool. She further mentioned that a Friends of the Community Center group has been formed to help market the facility.

Al Halpern moved to approve Move to approve Ordinance 2008-30, on first reading. Harry Metz seconded the motion.

The motion was unanimously approved by individual roll call vote.

[Attorney Client Session - Chmielewski Lawsuit.](#)

The Public Meeting was adjourned and the Commission went into an Executive Session with the City Attorney and City Manager.

The Public Meeting Resumed.

There being no further action, the meeting was then adjourned.

Minutes approved on

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

Issue Considered: Resolution 2008-26 creating a Policy on Public Records Requests

Date: October 14, 2008

Prepared By: Theresa B. McMaster, City Clerk

Summary of Issue: The City of St. Pete Beach routinely follows Florida State Statutes regarding provision of public records upon request. There is currently no written policy in place to further define what the Statutes refer to as “excessive use of time.” Because some records request can be voluminous and may require a significant amount of research, it is recommended that a policy be adopted to insure that all staff members are consistent in the provision of public records.

Requested Motion: “I move to adopt Resolution 2008-26, (read title).”

Attachments: Resolution 2008-26

Resolution 2008-26

A RESOLUTION OF THE CITY OF ST. PETE BEACH, FLORIDA FINDING THE NECESSITY TO ADOPT A POLICY AND FEE SCHEDULE WITH RESPECT TO PUBLIC RECORDS REQUESTS CONSISTENT WITH FLORIDA STATUTES CH. 119; PROVIDING FOR DEFINITIONS OF APPLICABLE PUBLIC RECORDS; PROVIDING FOR A BASIC FEE SCHEDULE FOR PRODUCTION OF COPIES; PROVIDING FOR A REASONABLE SPECIAL SERVICE CHARGE WHEN THE NATURE OR VOLUME OF SUCH REQUESTS REQUIRES EXTENSIVE USE OF INFORMATION, TECHNOLOGY, RESOURCES, OR EXTENSIVE CLERICAL OR SUPERVISORY ASSISTANCE BY PERSONNEL OF THE AGENCY INVOLVED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is a necessity that the City of St. Pete Beach City Commission be in compliance with Florida Statutes, Chapter 119, with respect to requests for public records of the City; and

WHEREAS, it is the policy of the City of St. Pete Beach (the “City”) that all municipal records, with the exception of exempted records identified by Florida Statutes, §119.07 or other applicable sections of Florida Statutes, shall be open for personal inspection by any person; and

WHEREAS, the nature or volume of such requests for public records can potentially require extensive use of information technology resources or extensive clerical or supervisory assistance by personnel of the agency involved;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THE FOLLOWING POLICY AND FEE SCHEDULE BE ADOPTED WITH RESPECT TO PUBLIC RECORDS REQUESTS:

Section 1. Definitions:

“Public records” means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the City. (F.S., §119.011(11)).

For the purpose of this policy, “reasonable” time to provide access to public records is during normal working hours – Monday – Friday, 8:00 a.m. – 4:30 p.m. “Reasonable” timeframe to provide copies, dependent upon the volume of records requested, may be up to three (3) working days.

Section 2. Basic Fee Schedule:

Upon request, the City will furnish copies of public records based on the following fee schedule:

Single-sided copies, up to 8 ½” x 14” - .15 each

Double-sided copies, up to 8 ½” x 14” - .20 each

Larger size copies - Based on actual cost of duplication

Certified copy of a public record - \$ 1.00 in addition to actual copy cost

Imaged documents (building plans & permits) - \$10.00/CD

Duplicate audio tape:

If the City provides the audio tape(s) - \$5.00/each

If you provide your own audio tape(s) - \$3.00/each

DVD of electronic or audio public records - \$5.00/each

Duplicate video tape - \$10.00

Reprints of color photographs up to 5” x 7” - \$3.00

Larger size color photographs - Based on actual cost of duplication

Code of Ordinances with binder/tabs or electronic version - \$208.00
(available through www.municode.com/products/purchase_codes.asp)

Note: Additional charges will be added to cover the cost of postage and packaging as necessary.

Section 3. Special Service Charge:

Florida Statutes, § 119.07(1)(b) provides “if the nature or volume of public records requested to be inspected, examined, or copied is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by personnel of the agency involved, or both, the agency may charge, in addition to the actual cost of duplication, a special service charge, which shall be reasonable and shall be based on the cost incurred for such extensive use of information technology resources or the labor cost of the personnel providing the service that is actually incurred by the agency or attributable to the agency for the clerical and supervisory assistance required, or both.”

For the purpose of this policy, “extensive clerical or supervisory assistance” is determined to be requests that require more than one-quarter hour (15 minutes) of an employee’s time to research, retrieve, and copy the requested records. For public records

requests requiring more than one quarter hour, the requester will be required to pay the hourly salary of the employee doing the research, copying the records, and/or supervising the requester's research. This hourly fee will begin after the first quarter-hour of clerical or supervisory assistance is completed. This fee will be calculated by multiplying the research time by the responding employee's hourly wage and benefits.

Section 4. Deposit:

For requests estimated to require more than one hour of a City employee's time, a minimum deposit of \$25.00 will be required (Deposit will be adjusted depending on the volume of records/research requested). The deposit will be applied to the final cost of the public records request.

Section 5. Payment:

Cash, personal check on a local bank, money order, or certified check shall be paid prior to the delivery of the materials. Any check, money order, or certified check shall be made payable to "City of St. Pete Beach."

Section 6. Effective Date:

This resolution shall take effect immediately upon its approval.

Mike Finnerty, MAYOR

ATTEST:

Theresa B. McMaster, City Clerk

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

Issue Considered: Resolution 2008-27, to request the Pinellas Board of County Commissioners consider the development and adoption of an ordinance establishing countywide residential fertilizer use guidelines

Date: October 14, 2008

Prepared By: Mike Bonfield, City Manager *MB*

Summary of Issue: This resolution encourages the County Commissioners to enact countywide residential fertilizer use guidelines. The Environmental Stewardship Committee recommended approval of the Resolution at their September 15th meeting.

Requested Motion: “I move to approve Resolution 2008-27. . . (read title).”

Attachments: Resolution 2008-27

RESOLUTION NO. 2008-27
CITY OF ST. PETE BEACH, FL

A RESOLUTION TO REQUEST THE PINELLAS BOARD OF COUNTY COMMISSIONERS CONSIDER THE DEVELOPMENT AND ADOPTION OF AN ORDINANCE ESTABLISHING COUNTYWIDE RESIDENTIAL FERTILIZER USE GUIDELINES

WHEREAS, the City of St. Pete Beach finds that red tide, green bloom, and related environmental phenomena present a significant hazard to the city's recreational opportunities, local economy, and the environment, and therefore seeks proactive measures to decrease the probability and magnitude of such future events; and

WHEREAS, red tide is known to be caused by elevated levels of nutrients, particularly phosphorus and nitrogen, that are deposited in waterbodies from the improper and excessive use of fertilizers. Commonly, these nutrients are conveyed to waterbodies by surface water runoff that is collected and distributed through municipal and county stormwater systems. Certain quantities may also leach into the groundwater supply; and

WHEREAS, increased regulatory pressure from the Florida Department of Environmental Protection to reduce nutrients has led to the adoption of local ordinances regulating the use of residential fertilizers as one potential tool for controlling nutrient pollution; and

WHEREAS, the waterbodies relevant to the County are largely interconnected; considerable spillovers of nutrient pollution occur regularly. Thereby, substantive risk mitigation of this hazard can only be effected through a joint effort between municipalities and the County; and

WHEREAS, a single set of countywide residential fertilizer use guidelines would enhance the chances of success by eliminating the prospect of significant confusion that could result from conflicting and numerous guidelines handed down by individual municipalities;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of St. Pete Beach, Florida, the Pinellas Board of County Commissioners, for all of the aforementioned reasons, lead a joint effort to reduce the probability and magnitude of future red tide, green bloom, and related environmental events by developing and adopting an ordinance that establishes a set of residential fertilizer use guidelines. Such action would serve to protect and further the safety and welfare of the residents and visitors of the City of St. Pete Beach, its coastal neighbors, and the county at-large.

INTRODUCED AND PASSED by the City Commission of St. Pete Beach, Pinellas County, Florida on this ____ day of _____ 2008

Michael Finnerty

ATTEST:

City Clerk

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

Issue Considered: Resolution 2008-28, providing for reimbursement of fees and costs incurred by Commissioner Linda Chaney

Date: October 14, 2008

Prepared By: Michael P. Bonfield, City Manager *MB*

Summary of Issue: The City Commission has adopted guidelines for the reimbursement of attorney's fees and costs incurred by City officials and employees in successfully defending legal matters arising out of the performance of their official duties while serving a public purpose. Accordingly, Commissioner Chaney has submitted her request for reimbursement in relation to Ethic Complaints Case No. 07-129. The City Attorney has reviewed and approved fees and costs in the amount of \$\$4,358.29

Requested Motion: "I move to approve Resolution 2008-28 . . . (read title)."

Attachments: Resolution 2008-28
City Attorney Mike Davis's memo
Commissioner Chaney's invoice

RESOLUTION NO. 2008-28

A RESOLUTION OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR REIMBURSEMENT OF FEES AND COSTS INCURRED BY COMMISSIONER LINDA CHANEY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, ethics complaint (Case No. 07-129) was filed against Commissioner Linda Chaney; and

WHEREAS, the City Commission has adopted guidelines for the reimbursement of attorney's fees and costs incurred by City officials and employees in successfully defending legal matters arising out of the performance of their official duties while serving a public purpose; and

WHEREAS, Commissioner Chaney has submitted a request for reimbursement that has been reviewed by the City Attorney and found to be in compliance with the reimbursement policy; and

WHEREAS, the City Commission hereby finds that Commissioner Chaney has successfully defended the subject complaint, and that in so doing, she was at all times defending herself against charges arising out of or in the performance of her official duties and while serving a public purpose, and that the attorneys fees and costs provided herein are reasonable, as found by the City Attorney, and, therefore, in accordance with the City's Guidelines for Reimbursement of Attorney's Fees and Costs Incurred by City Officers and

Employees; and

WHEREAS, the City Commission has determined that this resolution is in the best interests of the health, safety and welfare of the community.

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

SECTION 1. The City Manager is hereby directed to pay the sum of \$4,358.29 to Linda Chaney in full payment of attorney's fees and costs incurred by her in successfully defending the above-referenced complaint.

SECTION 2. This Resolution shall become effective immediately upon final passage as required by law.

MICHAEL FINNERTY MAYOR

I, Theresa B. McMaster, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Resolution was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2008.

Theresa B. McMaster, City Clerk

MEMORANDUM

TO: Honorable Mayor Michael Finnerty
Honorable Members of the City Commission
Mike Bonfield, City Manager
Teri McMaster, City Clerk

FROM: Michael S. Davis, Esquire *MSD*
Susan H. Churuti, Esquire

DATE: October 6, 2008

RE: Reimbursement of Attorneys Fees for Commissioner Linda Chaney

Commissioner Linda Chaney has submitted a request for reimbursement of attorneys fees for defending herself against a charge before the Florida Commission on Ethics. You have the authority to authorize such reimbursement provided that you make a determination that the reimbursement serves a public purpose and provided that the commissioner has prevailed in her defense of the charge. The amount authorized for reimbursement must be reasonable. We have reviewed the charges in question, the determination of the Commission and the amount requested and are of the opinion that you are authorized to reimburse that amount.

MEYER AND BROOKS, P.A.
Post Office Box 1547
Tallahassee, Florida 32302
(850) 878-5212

Ms. Linda Chaney
5402 Aloha
St. Petersburg FL 33706

Page: 1
September 29, 2008
Account No: 1024-000M
Statement No: 3

Complaint No. 07-129; in Re: Linda Chaney

Previous Balance \$3,023.29

Fees

Hours

09/05/2008
JSB

Attend meeting of Florida Commission on Ethics; phone
conference with Linda Chaney to discuss outcome of
meeting; draft correspondence to Linda Chaney on
outcome of meeting.

1.80 585.00
1.80 585.00

For Current Services Rendered

Recapitulation

Timekeeper
Jennifer S. Blohm

Hours Rate Total
1.80 \$325.00 \$585.00

Total Current Work 585.00

Payments

09/11/2008 Payment Received -500.00

Balance Due \$3,108.29

Ms. Linda Chaney

Ethics Complaint

Page: 4
September 08, 2008
Account No: 1024-000N
Statement No: 2

9/11/08

Payments

01/02/2008 Payment Received
03/06/2008 Payment Received
Total Payments
Balance Due

-500
-500.00
-250.00
-750.00 1250
\$3,608.29 3108.29

Due me: 1250
3108.29
4358.29

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

Issue Considered: Authorization for the City Manager to enter into an amended Memorandum of Understanding (MOU) with Suntan Arts Center to better define the partnership and support Don Vista operations.

Date: October 14, 2008

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: With the elimination of the City's Art Coordinator position we have been working with Suntan Arts Center members to seek a unique solution in order to maintain or even improve the level of service when it comes to the Don Vista operations. This goal would not be obtainable if it were not for the willingness of the Suntan Arts Center members to step in and take over most of the tasks once handled by the Art Coordinator. They have done this with a dedication and drive that is truly impressive. Not only are they seeking to make sure the arts presence in the City is maintained, they are also looking for new and creative member shows, expanding class schedules, and putting a plan in place to assume operational costs of the Don Vista within three years. If this comes to pass, the Don Vista will be operated at no cost to the City and the arts presence in the City will be stronger than ever. Staff believes they can be successful and recommends taking the first step toward this goal by amending the MOU.

Requested Motion: "I move to authorize the City Manager to enter into an amended Memorandum of Understanding (MOU) with Suntan Arts Center to better define the partnership and support Don Vista operations."

Attachments: MOU Redlined Copy
MOU Revision 10-1-08

**Reviewed by
City Manager:** MB

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF ST. PETE BEACH

AND

SUNTAN ARTS CENTER

A STATE OF FLORIDA 501(c)(3) NOT FOR PROFIT
ORGANIZATION

**FORMING AN AFFILIATION TO BRING ART INSTRUCTION TO
THE CITIZENS OF THE CITY OF ST. PETE BEACH**

Effective October 1, 2008

PURPOSE

This Memorandum of Understanding (MOU) between ~~is entered into by~~ the City of St. Pete Beach (SPB) and the Suntan Arts Center (Suntan) is being revised for the purpose of better defining the working relationship between the two parties, their staff and members. The City and Suntan feels this affiliation is essential for the enhancement, maintenance and purveyance of the arts, art instruction and history of the arts in the St. Pete Beach area. Suntan Arts Center and the City of St. Pete Beach have jointly offered local residents the opportunity to freely produce creative projects for their self-fulfillment and public display. Through this MOU it is the City's and Suntan's wish to formalize ~~and thereby, continue this long and fruitful relationship.~~ Suntan's increased commitment to maintaining the historical Don Vista building as a growing community arts center for the residents of the City of St. Pete Beach.

BACKGROUND AND SCOPE OF THE AFFILIATED ORGANIZATIONS ARTS RELATED MISSIONS

The City of St. Pete Beach has a long history of support for the artistic endeavor. Since 1981 the City has furnished space to local arts groups for the purpose of pursuing the creative urges of those individuals interested in exploring and perfecting their talents and education in all media. In doing so, the City has assisted in strengthening and broadening the arts in our community and the surrounding area. Numerous artists and related arts industry notables now call St. Pete Beach their place of primary residence. With its pristine beaches, relaxed lifestyle and artistic penchant, the arts community have found a sympathetic government entity willing to assist in the cultivation of those cultural attributes that make "The Beach" a better place to live. ~~In 2003, the City provided alternate space for Suntan Art Center classes at the Warren Webster Building~~

~~while the Don Vista Center went through extensive historic preservation and restoration work.~~

Suntan Arts Center was founded by 20 local artists and arts lovers in 1963 at which time it was incorporated as a Not-For-Profit through the State of Florida. The fledgling group first met in St. Pete Beach at 348 Corey Avenue and had its first members show in 1964 on Gulf Blvd (on the property that is now the Silas Dent's Restaurant). For 16 years the organization had no permanent home for its members to express and show their art. Suntan Arts Center members taught classes in painting and other visual arts media from 1965 on, always in the St. Pete Beach area. In 1981, the City of St. Pete Beach provided the Suntan Arts Center space in the garage portion of the Don Vista Building in exchange for remodeling, teaching classes and \$5.00 per member annually. Over time, Suntan's membership grew to over 250 members. In 1994, the organization began to publish an arts newsletter that many in the community can now enjoy, either through membership in the organization or by viewing it at their internet web site. In 1999, Suntan expanded its programs to include summer arts education for children. In 2000, Suntan applied for and received a historical grant to investigate the renovation of the Don Vista building. In 2003 because the City was about to embark on a \$ 600,000 renovation of the Don Vista Building, the organization moved its office, gallery and gift shop to space it rented in the neighboring City of Treasure Island.

Once the renovation and restoration project ~~is~~ was completed in October, 2005, the City of St. Pete Beach and the Suntan Arts Center ~~wish to~~ reestablished their AFFILIATION in bringing quality arts education and opportunity for artistic expression back to the citizens of St. Pete Beach and surrounding area through classes, workshops, demonstrations and emerging artist sales at the Don Vista Building. Suntan wishes to initiate a mentoring program for youth interest in furthering their artistic talents, as well as, an annual scholarship to be awarded to an aspiring young artist. Suntan recognizes that the City has the same interest and will work with the City in instituting these and other arts programs to the best of its ability. ~~Indeed, the City has agreed to intensify its commitment to the Arts by hiring an experienced, arts related professional to now manage the building and bring a greatly expanded retinue of outside arts related exhibitions, gallery displays, instruction, shows, openings and other resources to this new center for the arts. To further signify its expanded commitment to the arts, the City Commission recently deemed it appropriate to rename the Don Vista Building to the City of St. Pete Beach Cultural Arts Center at the Historic Don Vista Building.~~

In the face of continuing budget shortfalls the City of St. Pete Beach is forced to cut its support to the St. Pete Beach Cultural Arts Center at the Historic Don Vista Building by eliminating the arts related professional hired to manage the building, cut hours of City funded operation of the Don Vista and reduce some contractual support of this historic building. Suntan Art Center wishes to fill this void and to assume an increasing greater role in the operation, maintenance and expense of the Don Vista Building to the best of its ability.

COOPERATIVE ACTIVITIES

Working cooperatively ~~with the~~ Suntan Arts Center and the City of St. Pete Beach will ~~endeavor to form contractual agreements with individual Suntan Arts Center instructors for the purpose of teaching art classes and related skills to the general public principally at the building now known as the Don Vista Cultural Center~~ provide part time personnel to insure the continued availability of the Don Vista to Suntan members, other artists, residents of St. Pete Beach and the general public. Suntan Art Center members will provide volunteer and part-time personnel to insure the Don Vista is open for normal operating hours.

Custodial services in the building will be performed jointly by the City and Suntan.

A City employee and a designated Suntan representative will work together to develop and maintain a master arts calendar for St. Pete Beach and Suntan.

Suntan Art Center will:

- A. Plan to assume a greater portion of the operating expenses of the Don Vista building each successive fiscal year with the intent of assuming all non-structural costs of the interior maintenance and operation of the Don Vista building by October 1, 2011, with the exception of capital expenses, and those repair, maintenance and inspection costs covered by a blanket contract negotiated by the City, i.e., elevator, pest inspection/treatment, fire alarm and fire equipment inspection.
- B. Contract with and pay for any security systems installed at the Don Vista.
- C. Continue to provide and expand art and recreational classes for all members of the community wishing to enroll. Suntan will be responsible for identifying and contracting with individual instructors for all such classes. Each instructor will receive **75%** of fees paid for their classes on a monthly basis and remit 25% to Suntan monthly. Suntan Arts Center will retain **12.5%** of class fees and forward **12.5%** of class fees monthly along with class rosters to the City. Payment will be made no later than the 10th of the month following.
- D. Conduct a children's art camp during the summer if it chooses. Suntan will remit to the City 25% of net revenues from these classes. Copies of accounting documents will be provided the City as requested.
- E. Continue to host special art related workshops. Suntan will remit to the City 25% of net revenues from these special workshops. Copies of accounting documents will be provided the City as requested.

- F. Continue to hold monthly member exhibitions, member featured artist shows, and annual open art exhibitions, utilizing all gallery and wall hanging space. Suntan will be responsible for hanging and/or display of these exhibitions.
- G. Continue to hold a regularly scheduled monthly board meeting, a regularly scheduled monthly reception for exhibitions, and committee meetings at the Don Vista, as needed.
- H. In an effort to increase the visibility of the Don Vista and the Suntan Art Center, Suntan may occasionally host outside organization's special art exhibits and joint exhibitions with Suntan and other organizations. Suntan will remit to the City 50% of any fees paid by these organizations to utilize gallery space. Suntan may also host an annual high school senior art students' exhibition. Suntan will remit to the City 15% of all sales made through such exhibitions.
- I. Sell artwork and arts and crafts items produced by Suntan members and students. All arts and crafts items must be of quality workmanship and displayed in a professional manner. Suntan will pay the City 15% of all sales on the premises of the Don Vista Cultural Art Center. Copies of accounting documents will be provided the City as requested. Suntan's share of the proceeds will be used for the maintenance of the Don Vista Building.
- J. Be responsible for the installation of its own phone lines installed at the Don Vista for telephone and Internet connection. Suntan will be responsible for installation costs, monthly charges and any maintenance fees associated with the phone lines.
- K. Place an approved sign or plaque on the front and rear exterior of the building. This sign will be in keeping with the historic nature and the color scheme of the Don Vista.
- L. Maintain the premises in an acceptable fashion.

~~Suntan Arts Center will recommend Instructors from its members in various arts related media that will teach all members of the community wishing to enroll and for a modest fee negotiated by the Center and approved by the City at the Don Vista Cultural Arts Center, as space might be available. The City will contract directly with Suntan instructors and note on the contract that they are being contracted through the special provisions of this Memorandum of Understanding. It is further understood by both parties to this MOU that:~~

- ~~A. Suntan art instructors must agree to abide by the City Contract Instructor Handbook as provided to them by the Don Vista or Recreation staff. (copy attached)~~

- ~~B. For the purposes of this agreement and in recognition of Suntan's public address as located in the City of St. Pete Beach, Suntan Art Members are considered City of St. Pete Beach residents and can participate in cultural and recreation activities as residents.~~
- ~~C. When Suntan has a member instructor interested in teaching an art related class and, for scheduling purposes, such a class cannot be taught at the Don Vista building, the City will make every effort to make such accommodation as necessary in other City owned Leisure Service Department buildings for said class.~~
- ~~D. Suntan will pay the City 15% of all sales of art on the premises of the Don Vista Cultural Center and Park, and/or any artwork sold on any City owned and operated facilities except Emerging Artist Shows (see below).~~

The City of St. Pete Beach will:

- A. During the first year of this agreement, FY 2009, not remove any tables, chairs, office furniture, art hanging systems, kilns, easels, whiteboards or other equipment from the Don Vista necessary for the conduct of Suntan classes, receptions or exhibitions.
- B. Maintain the structural aspects of the building (including mechanical, electrical and plumbing systems).
- C. Provide all utilities.
- D. The ~~Leisure~~ Public Services Department, in conjunction with Suntan, shall publish the Center's City Recreation Division sponsored schedule of classes in their activity schedule. It is asked that Suntan publish within their promotional materials a schedule of appropriate and relevant ~~Leisure Services~~ City classes, functions, and events. Schedules shall clearly delineate sponsorship or informational sources.
- E. Give priority consideration and preferential rate reduction for any additional Art Exhibitions, openings or meetings the Suntan Arts Center organization would like to schedule through building staff at any other City of St. Pete Beach ~~Leisure Service~~ public facilities.

~~Give priority to Suntan Arts Center member instructors who would like to teach classes through City of St. Pete Beach recreation facilities.~~

- ~~A. Each instructor receives 75% of fees actually paid to the City for their classes on a monthly basis. The City will send the Suntan Arts Center~~

~~12.5% of fees from all Suntan Arts Center instructors directly to the address listed with the City by Suntan as their primary address. The City will retain 12.5% of class fees.~~

B. ~~In recognition of the Suntan Art Centers long history of contributing to the maintenance of the arts and grassroots community arts instruction, the City will waive the normal charges for the following Suntan activities, as scheduled through building staff at the Don Vista Cultural Arts Center, the costs related to—~~

- ~~—Staff time~~
- ~~—Meeting and Open Studio space as and if available~~
- ~~—Utilities,~~
- ~~—Maintenance,~~
- ~~—Tables and chairs and their set up~~
- ~~—Cleaning~~
- ~~—Up to 28 free parking spaces~~
- ~~—Two (2) emerging artist shows to take place in the Don Vista Park and surrounding outside area. City will receive 50% of all entrance fees.~~

~~These resources and, upon approval, such other resources as might be requested and thought prudent, by the City Manager or his designee to provide, will be made available by the City when possible for the purposes of:~~

- ~~—a regularly scheduled monthly Suntan general members Meetings~~
- ~~—a regularly scheduled Monthly Board Meeting~~
- ~~—Two (2) Annual Art Exhibitions in the Gallery to be coordinated with City staff.~~
- ~~—Semi-permanent wall space for the display of Suntan members artwork to be determined and coordinated by Don Vista staff.~~

~~Further, Although it is the intent of the City to make every effort for the above activities to occur at the Don Vista Arts Center, both parties realize that there may be instances where Suntan Arts Center instructors or activities might have to be “bumped” to another facility, if and when possible, when it is necessary to make room for a conflicting paid event or other more imperative City need. Every effort will be made to avoid such occurrences by the City.~~

C. ~~Give priority consideration and preferential rate reduction for any additional Art Exhibitions, openings or meetings the Suntan Arts Center organization would like to schedule through building staff at any of the City of St. Pete Beach Leisure Service facilities.~~

- ~~D. Limited storage space in the Don Vista Building as arranged through building staff.~~
- ~~E. The City will consider allowing Suntan to have a phone line installed at the Don Vista for a telephone and Web connection. Suntan shall be responsible for installation costs, monthly charges and any maintenance fees associated with the phone line.~~
- ~~F. In further recognition of our long history, your organization will be allowed to place an approved sign or plaque on the exterior of the building to recognize your presence at the Don Vista.~~
- ~~G. Staff will maintain and distribute SunTan Arts Center organizational materials as desired to the visiting public who indicate s desire to learn more about SunTan events and membership opportunities.~~
- ~~H. A City Arts Coordinator employee and Suntan President will work together to develop and maintain a master arts calendar for St. Pete Beach and Suntan.~~
- ~~I. Maintain the premises in an acceptable fashion.~~

AMENDMENTS AND REVIEW

This Agreement shall be considered subject to revision and can be amended, extended, or modified by the mutual written concurrence of the participating signatories.

PROJECT ANNEX PROVISION

Whenever more than the exchange of technical information or visits is planned, such activity will be described in an Annex to this MOU, which will set forth, in terms appropriate to the activity, an implementation plan, technical requirements, and other responsibilities, obligations, or conditions not addressed in this MOU. If the activity requires or involves funding arrangements between the parties or with other groups, such funding arrangements shall be set forth in separate funding agreements and/or contracts, subject to the availability of funds and in accordance with applicable laws and regulations.

OTHER PROVISIONS

- A. Use of the building will be scheduled by the City of St. Pete Beach ~~on-site employee in charge~~. The City staff member in charge shall maintain a master schedule of all space and times available for activities and events within the building. It is recognized by both Suntan and the City that Suntan will receive

preference in scheduling. Both parties shall attempt at the earliest possible date to schedule known or existing functions, meetings, events, and classes. In conclusion, it is understood that the use of the rooms will be scheduled with a priority on Suntan and City sponsored functions first, then other groups. Although it is the intent of the City to make every effort for the above activities to occur at the Don Vista Arts Center, both parties realize that there may be instances where Suntan Arts Center instructors or activities might have to be “bumped” to another facility, if and when possible, when it is necessary to make room for a conflicting paid event or other more imperative City need. Every effort will be made to avoid such occurrences by the City

- B. The City shall plan the interior space in the building to best meet the needs of the community in planning space requirements. The City would attempt to schedule passive activities within the building, such as, but not limited to:
 - a). Voting
 - b). Civic Association meetings
 - c). Community group meetings, non-profit groups in a meeting setting
 - d). Instructional classes and computer classes
- C. Use of the **newly renovated** building by the City and Suntan shall be consistent with and not violate any regulations, covenants, restrictions, or conditions imposed on its use by the United States Department of Interior, the State of Florida Division of Cultural Affairs, or the City of St. Pete Beach.
- D. The City will coordinate all communications between the parties to this agreement and the State of Florida and the United States Department of the Interior.
- E. For the purposes of this agreement and in recognition of Suntan’s public address as located in the City of St. Pete Beach, Suntan Art Center members are considered City of St. Pete Beach residents and can participate in cultural and recreation activities as residents.
- ~~F. The City will maintain the structural aspects of the building (including mechanical, electrical and plumbing systems).~~
- ~~G. Custodial services in the building shall be performed by the City.~~
- ~~H. All utilities shall be provided through the City.~~
- ~~I. The Leisure Services Department, in conjunction with Suntan, shall publish the Center's City Recreation Division sponsored schedule of classes in their activity schedule. It is asked that Suntan publish within their promotional materials a schedule of appropriate and relevant Leisure Services classes, functions, and events. Schedules shall clearly delineate sponsorship or informational sources.~~

- F. This agreement covers the relationship solely between the two parties above. Involvement in the building by other groups, organizations and individuals will be addressed only through the City pursuant to separate operating agreements. This MOU is not intended to exclude additional affiliations.
- G. Nothing herein intentionally conflicts with current directives or the applicable laws of any of the parties entering this agreement. If the terms of the agreement are inconsistent with existing directives or with the applicable laws of any of the parties entering the agreement, then those parts of this agreement that are determined to be inconsistent shall be invalid. The remaining terms and conditions of this agreement not affected by any inconsistency shall remain in full force and effect.
- H. Should disagreement arise about the interpretation of the provisions of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be reduced to writing by each party and presented to the other parties for consideration at least thirty (30) working days prior to forwarding the areas of disagreement to respective higher officials for appropriate resolution.

TERMS OF THE AGREEMENT

This agreement will be reviewed ~~within the first eight (8) months~~ and adjusted ~~if necessary~~ annually.

If there are disagreements that cannot be mutually resolved, the agreement remains in effect until either terminated by mutual written agreement or at least 90 days advanced written notice by either party.

SIGNATORIES:

~~Terry Denson,~~
~~President~~
~~Suntan Arts Center~~

~~Date~~

~~Michael P. Bonfield,~~
~~City Manager~~
~~City of St. Pete Beach~~

~~Date~~

SIGNATORIES

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

SUNTAN ARTS CENTER

CITY OF ST. PETE BEACH, FLORIDA

BY _____
PRESIDENT

BY _____
CITY MANAGER

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF ST. PETE BEACH

AND

SUNTAN ARTS CENTER

A STATE OF FLORIDA 501(c) (3) NOT FOR PROFIT ORGANIZATION

AN AFFILIATION TO BRING ART INSTRUCTION TO THE CITIZENS OF THE CITY OF ST. PETE BEACH Effective October 1, 2008

PURPOSE

This Memorandum of Understanding (MOU) between the City of St. Pete Beach (SPB) and the Suntan Arts Center (Suntan) is being revised for the purpose of better defining the working relationship between the two parties, their staff and members. The City and Suntan feel this affiliation is essential for the enhancement, maintenance and purveyance of the arts, art instruction and history of the arts in the St. Pete Beach area. Suntan Arts Center and the City of St. Pete Beach have jointly offered local residents the opportunity to freely produce creative projects for their self-fulfillment and public display. Through this MOU it is the City's and Suntan's wish to formalize Suntan's increased commitment to maintaining the historical Don Vista building as a growing community arts center for the residents of the City of St. Pete Beach.

BACKGROUND AND SCOPE OF THE AFFILIATED ORGANIZATIONS ARTS RELATED MISSIONS

The City of St. Pete Beach has a long history of support for the artistic endeavor. Since 1981 the City has furnished space to local arts groups for the purpose of pursuing the creative urges of those individuals interested in exploring and perfecting their talents and education in all media. In doing so, the City has assisted in strengthening and broadening the arts in our community and the surrounding area. Numerous artists and related arts industry notables now call St. Pete Beach their place of primary residence. With its pristine beaches, relaxed lifestyle and artistic penchant, the arts community have found a sympathetic government entity willing to assist in the cultivation of those cultural attributes that make "The Beach" a better place to live.

Suntan Arts Center was founded by 20 local artists and arts lovers in 1963 at which time it was incorporated as a Not-For-Profit through the State of Florida. The fledgling group

first met in St. Pete Beach at 348 Corey Avenue and had its first members show in 1964 on Gulf Blvd (on the property that is now the Silas Dent's Restaurant). For 16 years the organization had no permanent home for its members to express and show their art. Suntan Arts Center members taught classes in painting and other visual arts media from 1965 on, always in the St. Pete Beach area. In 1981, the City of St. Pete Beach provided the Suntan Arts Center space in the garage portion of the Don Vista Building in exchange for remodeling, teaching classes and \$5.00 per member annually. Over time, Suntan's membership grew to over 250 members. In 1994, the organization began to publish an arts newsletter that many in the community can now enjoy, either through membership in the organization or by viewing it at their internet web site. In 1999, Suntan expanded its programs to include summer arts education for children. In 2000, Suntan applied for and received a historical grant to investigate the renovation of the Don Vista building. In 2003 because the City was about to embark on a \$600,000 renovation of the Don Vista Building, the organization moved its office, gallery and gift shop to space it rented in the neighboring City of Treasure Island.

Once the renovation and restoration project was completed in October, 2005, the City of St. Pete Beach and the Suntan Arts Center reestablish their AFFILIATION in bringing quality arts education and opportunity for artistic expression back to the citizens of St. Pete Beach and surrounding area through classes, workshops, demonstrations and emerging artist sales at the Don Vista Building. Suntan wishes to initiate a mentoring program for youth interest in furthering their artistic talents, as well as, an annual scholarship to be awarded to an aspiring young artist. Suntan recognizes that the City has the same interest and will work with the City in instituting these and other arts programs to the best of its ability.

In the face of continuing budget shortfalls the City of St. Pete Beach is forced to cut its support to the St. Pete Beach Cultural Arts Center at the Historic Don Vista Building by eliminating the arts related professional hired to manage the building, cut hours of City funded operation of the Don Vista and reduce some contractual support of this historic building. Suntan Art Center wishes to fill this void and to assume an increasing greater role in the operation, maintenance and expense of the Don Vista Building to the best of its ability.

COOPERATIVE ACTIVITIES

Working cooperatively Suntan Arts Center and the City of St. Pete Beach will provide part time personnel to insure the continued availability of the Don Vista to Suntan members, other artists, residents of St. Pete Beach and the general public. Suntan Art Center members will provide volunteer and part-time personnel to insure the Don Vista is open for normal operating hours.

Custodial services in the building will be performed jointly by the City and Suntan.

A City employee and a designated Suntan representative will work together to develop and maintain a master arts calendar for St. Pete Beach and Suntan.

Suntan Art Center will:

- A. Plan to assume a greater portion of the operating expenses of the Don Vista building each successive fiscal year with the intent of assuming all non-structural costs of the interior maintenance and operation of the Don Vista building by October 1, 2011, with the exception of capital expenses, and those repair, maintenance and inspection costs covered by a blanket contract negotiated by the City, i.e., elevator, pest inspection/treatment, fire alarm and fire equipment inspection.
- B. Contract with and pay for any security systems installed at the Don Vista.
- C. Continue to provide and expand art and recreational classes for all members of the community wishing to enroll. Suntan will be responsible for identifying and contracting with individual instructors for all such classes. Each instructor will receive 75% of fees paid for their classes on a monthly basis and remit 25% to Suntan monthly. Suntan Arts Center will retain 12.5% of class fees and forward 12.5% of class fees monthly along with class rosters to the City. Payment will be made no later than the 10th of the month following.
- D. Conduct a children's art camp during the summer if it chooses. Suntan will remit to the City 25% of net revenues from these classes. Copies of accounting documents will be provided the City as requested.
- E. Continue to host special art related workshops. Suntan will remit to the City 25% of net revenues from these special workshops. Copies of accounting documents will be provided the City as requested.
- F. Continue to hold monthly member exhibitions, member featured artist shows, and annual open art exhibitions, utilizing all gallery and wall hanging space. Suntan will be responsible for hanging and/or display of these exhibitions.
- G. Continue to hold a regularly scheduled monthly board meeting, a regularly scheduled monthly reception for exhibitions, and committee meetings at the Don Vista, as needed.
- H. In an effort to increase the visibility of the Don Vista and the Suntan Art Center, Suntan may occasionally host outside organization's special art exhibits and joint exhibitions with Suntan and other organizations. Suntan will remit to the City 50% of any fees paid by these organizations to utilize gallery space. Suntan may also host an annual high school senior art students' exhibition. Suntan will remit to the City 15% of all sales made through such exhibitions.
- I. Sell artwork and arts and crafts items produced by Suntan members and students. All arts and crafts items must be of quality workmanship and displayed in a professional manner. Suntan will pay the City 15% of all sales on the

premises of the Don Vista Cultural Art Center. Copies of accounting documents will be provided the City as requested. Suntan's share of the proceeds will be used for the maintenance of the Don Vista Building.

- J. Be responsible for the installation of its own phone lines installed at the Don Vista for telephone and Internet connection. Suntan will be responsible for installation costs, monthly charges and any maintenance fees associated with the phone lines.
- K. Place an approved sign or plaque on the front and rear exterior of the building. This sign will be in keeping with the historic nature and the color scheme of the Don Vista.
- L. Maintain the premises in an acceptable fashion.

The City of St. Pete Beach will:

- A. During the first year of this agreement, FY 2009, not remove any tables, chairs, office furniture, art hanging systems, kilns, easels, whiteboards or other equipment from the Don Vista necessary for the conduct of Suntan classes, receptions or exhibitions.
- B. Maintain the structural aspects of the building (including mechanical, electrical and plumbing systems).
- C. Provide all utilities.
- D. The Public Services Department, in conjunction with Suntan, shall publish the Center's City Recreation Division sponsored schedule of classes in their activity schedule. It is asked that Suntan publish within their promotional materials a schedule of appropriate and relevant City classes, functions, and events. Schedules shall clearly delineate sponsorship or informational sources.
- E. Give priority consideration and preferential rate reduction for any additional Art Exhibitions, openings or meetings the Suntan Arts Center organization would like to schedule through building staff at any other City of St. Pete Beach public facilities.

AMENDMENTS AND REVIEW

This Agreement shall be considered subject to revision and can be amended, extended, or modified by the mutual written concurrence of the participating signatories.

PROJECT ANNEX PROVISION

Whenever more than the exchange of technical information or visits is planned, such activity will be described in an Annex to this MOU, which will set forth, in terms appropriate to the activity, an implementation plan, technical requirements, and other responsibilities, obligations, or conditions not addressed in this MOU. If the activity requires or involves funding arrangements between the parties or with other groups, such funding arrangements shall be set forth in separate funding agreements and/or contracts, subject to the availability of funds and in accordance with applicable laws and regulations.

OTHER PROVISIONS

- A. Use of the building will be scheduled by the City of St. Pete Beach. The City staff member in charge shall maintain a master schedule of all space and times available for activities and events within the building. It is recognized by both Suntan and the City that Suntan will receive preference in scheduling. Both parties shall attempt at the earliest possible date to schedule known or existing functions, meetings, events, and classes. In conclusion, it is understood that the use of the rooms will be scheduled with a priority on Suntan and City sponsored functions first, then other groups. Although it is the intent of the City to make every effort for the above activities to occur at the Don Vista Arts Center, both parties realize that there may be instances where Suntan Arts Center instructors or activities might have to be “bumped” to another facility, if and when possible, when it is necessary to make room for a conflicting paid event or other more imperative City need. Every effort will be made to avoid such occurrences by the City
- B. The City shall plan the interior space in the building to best meet the needs of the community in planning space requirements. The City would attempt to schedule passive activities within the building, such as, but not limited to:
 - 1). Voting
 - 2). Civic Association meetings
 - 3). Community group meetings, non-profit groups in a meeting setting
 - 4). Instructional classes and computer classes
- C. Use of the building by the City and Suntan shall be consistent with and not violate any regulations, covenants, restrictions, or conditions imposed on its use by the United States Department of Interior, the State of Florida Division of Cultural Affairs, or the City of St. Pete Beach.
- D. The City will coordinate all communications between the parties to this agreement and the State of Florida and the United States Department of the Interior.
- E. For the purposes of this agreement and in recognition of Suntan’s public address as located in the City of St. Pete Beach, Suntan Art Center members are

considered City of St. Pete Beach residents and can participate in cultural and recreation activities as residents.

- F. This agreement covers the relationship solely between the two parties above. Involvement in the building by other groups, organizations and individuals will be addressed only through the City pursuant to separate operating agreements. This MOU is not intended to exclude additional affiliations.
- G. Nothing herein intentionally conflicts with current directives or the applicable laws of any of the parties entering this agreement. If the terms of the agreement are inconsistent with existing directives or with the applicable laws of any of the parties entering the agreement, then those parts of this agreement that are determined to be inconsistent shall be invalid. The remaining terms and conditions of this agreement not affected by any inconsistency shall remain in full force and effect.
- H. Should disagreement arise about the interpretation of the provisions of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be reduced to writing by each party and presented to the other parties for consideration at least thirty (30) working days prior to forwarding the areas of disagreement to respective higher officials for appropriate resolution.

TERMS OF THE AGREEMENT

This agreement will be reviewed and adjusted annually.

If there are disagreements that cannot be mutually resolved, the agreement remains in effect until either terminated by mutual written agreement or at least 90 days advanced written notice by either party.

SIGNATORIES

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

SUNTAN ARTS CENTER

CITY OF ST. PETE BEACH, FLORIDA

BY _____
PRESIDENT

BY _____
CITY MANAGER

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

**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 Management Services accepting an emergency interoperable radio gateway system for the Police Department Communications Center.

Date: October 14, 2008

Prepared By: Dan O'Connor – Administrative Services Supervisor

Through: David Romine – Chief of Police

Summary of Issue: The police department recently received an emergency interoperable radio gateway system from Pinellas County valued at approximately \$50,000. The equipment was wholly funded by a U.S. Department of Justice Domestic Preparedness Equipment / Department of Community Affairs Grant that allows for participation in the Florida Comprehensive Emergency Management Plan. The system is designed to improve the capability and the coordination of the State of Florida and its local and regional agencies of government to respond to terrorist acts and or a wide array of disasters by linking radio systems together throughout the state. Even though the equipment was received through and installed by vendors contracted with Pinellas County the Florida Department of Management Services is requiring all local agencies in receipt of this equipment have an individual agreement on file with them. As part of this agreement the Police Department Communications Officers have been trained in the use of this system and conduct weekly “radio bridge” tests with other Communications Centers around the State.

Requested Motion: “I move to authorize the City Manager and Chief of Police to enter into an agreement with the Florida Department of Management Services accepting an emergency interoperable radio gateway system for the Police Department Communications Center.”

Attachments: FDMS Agreement

**Reviewed by
City Manager:** MB

Contract MA5906-178
Number:
CFDA Number: 16.007

**SUBGRANT AGREEMENT FOR
EQUIPMENT FOR FLORIDA STRATEGY**

THIS AGREEMENT is entered into by and between the State of Florida, Department of Management Services, with headquarters in Tallahassee, Florida (hereinafter referred to as the "DMS"), and the St. Petersburg Beach Police Department (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

- A. WHEREAS, the State of Florida is vulnerable to a wide array of disasters, which includes disasters caused by terrorist acts; and
- B. WHEREAS, the parties desire to improve the capability and the coordination of the State of Florida and its local and regional agencies of government to respond to terrorist acts; and
- C. WHEREAS, the Department of Community Affairs has prepared and had approved by the U.S. Department of Justice, the State and Local Domestic Preparedness Equipment Program Florida Strategy, dated September 20, 2001 ("the Florida Strategy"), to allow the State of Florida to participate in the State and Local Domestic Preparedness Equipment Program; and
- D. WHEREAS, the Department of Community Affairs has received these grant funds from the federal government and has the authority under the Emergency Management Act, as amended, to sub-grant these funds and/or equipment and services purchased with these funds and to otherwise provide assistance to improve the disaster response capabilities of local governments; and
- E. WHEREAS, the Recipient represents that it is fully qualified and eligible to receive

from DMS the grant of equipment to provide the services identified herein; and

F. WHEREAS, the DMS has authority pursuant to Florida law to disburse the funds under this Agreement.

NOW, THEREFORE, the DMS and the Recipient do mutually agree as follows:

(1) SCOPE OF WORK.

The Recipient shall fully perform the obligations in accordance with the Scope of Work, Attachment B of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES.

Both the Recipient and the DMS shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment A.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall continue continuously with the DMS Interoperability Contract # 06-DS-3W-13-00-16-208, unless terminated earlier in accordance with the provisions of Paragraph (7) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes, which are mutually agreed upon, shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034)," and OMB Circular No. A-87, "Cost Principles for State and Local Governments".

(b) The Recipient 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 DMS or its designee, Comptroller, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the DMS or its designee, Comptroller, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the DMS, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time of acquisition shall be retained for five years after final disposition.
3. Records relating to real property acquisition shall be retained for three years after closing of title.

(c) All records, including supporting documentation of all program costs, expended by the Recipient, if applicable shall, be sufficient to determine compliance with the requirements and objectives of the Scope of Work - Attachment B - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the DMS, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the DMS.

(e) Any additional terms and conditions pertaining to records, and all terms and conditions pertaining to property management and procurement under this

Agreement are set forth in Attachments.

(6) LIABILITY.

(a) Recipient is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., and agrees to be fully responsible to the extent provided by Section 768.28, Fla. Stat., for its negligent acts or omissions or tortuous acts which result in claims or suits against the DMS, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any contract related to this Agreement.

(7) FUNDING CONTINGENCY: DEFAULT; REMEDIES; TERMINATION.

(a) If the necessary funds are not available to fund this Agreement as a result of action by Congress, the state Legislature, the Office of the Chief Financial Officer or the Office of Management and Budgeting ("Funding Contingency"), or if any of the following events occur ("Events of Default"), all obligations on the part of the DMS to make any further donations or payment of funds hereunder shall, if the DMS so elects, terminate and the DMS may, at its option, exercise any of its remedies set forth herein, but the DMS may make any payments or parts of payments after the happening of any Funding Contingency or any Events of Default, (as applicable), without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

1. If any warranty or representation made by the Recipient in this Agreement or any previous Agreement with the DMS shall at any time be false or misleading in any respect, or if the Recipient shall materially fail to keep, observe or perform any of the terms or covenants contained in this

Agreement, and has not cured such in timely fashion, or is unable or unwilling to meet its obligations there under;

2. If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the DMS, and the Recipient fails to cure said material adverse change within thirty (30) days from the date written notice is sent by the DMS.

3. If any reports required by this Agreement have not been submitted to the DMS or have been knowingly submitted with substantial information that is incorrect, incomplete or insufficient;

4. If the Recipient has failed, to a substantial degree, to perform and complete in timely fashion any of the services required under the Scope of Work attached hereto as Attachment B.

(b) Upon the happening of a Funding Contingency, then the DMS may, at its option, upon thirty (30) calendar days prior written notice to the Recipient of termination due to a Funding Contingency, exercise its right to terminate this Agreement. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in Paragraph (8) herein.

(c) Upon the happening of an event of Default, then the DMS may, at its option, upon thirty (30) calendar days prior written notice to the Recipient and upon the Recipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the DMS from pursuing any other remedies contained herein or otherwise provided at law or in equity:

(1) Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination due to an Event of

Default. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in Paragraph (8) herein;

(2) Commence an appropriate legal or equitable action to enforce performance of this Agreement;

(3) Exercise any other rights or remedies which may be otherwise available under law;

(d) The DMS may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to: misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and/or refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

(e) Non compliance with any terms of this Agreement and the Scope of Work, Attachment B of this Agreement, by the Recipient shall result in termination of Agreement, which will require return of the equipment to the DMS.

(f) Suspension or termination constitutes final agency action under Chapter 120, Florida Statutes, as amended. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.

(g) In addition to any other remedies, the Recipient shall return to the DMS any granted equipment or supplies which were used for ineligible purposes under the program laws, rules, and regulations governing the use of the funds under the program.

(h) This Agreement may be terminated by the written mutual consent of the parties. In addition, the Recipient has the option to unilaterally terminate this Agreement. Upon termination of the Agreement, either by mutual consent or unilateral action of either party, all supplies and equipment shall be returned to the

DMS by the Recipient.

(8) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing and delivered either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement.

(b) All communications, written or oral, relating to this Agreement shall be directed to at:

Contract Administrator
Department of Management Services
4030 Esplanade Way, Suite 135E
Tallahassee, Florida 32399-0950
Telephone: 850-410-2404
Fax: 850-922-5313

The Project Officer for this Agreement is Frank Wood. He can be contacted for technical assistance relating to this Agreement at the above address, telephone (850) 922-7510, or e-mail: frank.wood@dms.myflorida.com.

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Chief David Romine
St. Petersburg Beach Police Department
200 76th Avenue
St. Petersburg Beach, Florida 33706
Office: 727-363-9200
Fax: 727-363-9217
Email: policechief@stpetebeach.org

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, address,

telephone, fax and e-mail of the new Representative will be rendered as provided in (8)(a) above.

(9) OTHER PROVISIONS.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any subsequent submission or response to DMS request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof, or any material changes shall, at the option of the DMS and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the DMS from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(c) No waiver by the DMS of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the DMS hereunder, or affect the subsequent exercise of the same right or remedy by the DMS for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the DMS under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

(d) The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

(f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor or discriminatory vendor list.

(10) AUDIT REQUIREMENTS.

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt of equipment and services and expenditure of federal resources under this Agreement.

(b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the DMS.

"Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall also provide the DMS with the records, reports or financial statements upon request for the purposes of auditing and monitoring the

federal resources awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$300,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal resources awarded through the DMS by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the DMS. 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 Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in Paragraph 10(d) above, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$300,000 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 Recipient expends less than \$300,000 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 resources (i.e., the cost of such audit must be paid from Recipient resources obtained from other than Federal entities).

(e) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Subparagraph (d) above shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised,

by or on behalf of the Recipient directly to each of the following:

The Department of Community Affairs at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Department of Community Affairs
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the DMS at each of the following addresses:

Purchasing Director
Department of Management Services
4050 Esplanade Way
Tallahassee, Florida 32399-0950

(g) Any reports, management letter, or other information required to be submitted to the DMS pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients, when submitting financial reporting packages to the DMS for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(i) The Recipient 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 DMS, or its designee, the Comptroller, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the DMS, or its designee, the Comptroller, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the DMS.

(11) TERMS AND CONDITIONS.

The Agreement contains all the terms and conditions agreed upon by the parties.

(12) ATTACHMENTS.

- (a) All attachments to this Agreement are incorporated as set out fully herein.
- (b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.
- (c) This Agreement has the following attachments:

Exhibit 1: Funding Sources

Attachment A: Program Statutes, Rules and Regulations

Attachment B: Scope of Work

Attachment C: System Overview

(13) FUNDING/CONSIDERATION

This is a goods, equipment and supplies grant Agreement. The DMS will grant to the Recipient certain equipment and supplies in order to fulfill the purposes of the Florida Strategy.

(14) STANDARD CONDITIONS.

The Recipient agrees to be bound by the following standard conditions:

- (a) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.
- (b) s.287.057(14)(a). F.S. Contracts for commodities or contractual services may be renewed for a period that may not exceed 3 years or the term of the original contract, whichever period is longer. Renewal of a contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. If the commodity or contractual service is purchased as a result of the solicitation of bids, proposals, or replies, the price

of the commodity or contractual service to be renewed shall be specified in the bid, proposal, or reply. A renewal contract may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds. Exceptional purchase contracts pursuant to paragraphs (5)(a) and (c) may not be renewed.

(c) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(d) If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.

(e) The Department of Management Services reserves the right to unilaterally cancel this Agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this Agreement.

(f) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the DMS or be applied against the DMS's obligation to pay the contract amount.

(g) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The DMS shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the DMS.

(15) EQUIPMENT AND PROPERTY MANAGEMENT.

(a) The Recipient shall retain ownership of the equipment as defined in Attachment C of this document and control over the placement, administration and maintenance of said radio interoperability gateway system. Any change in placement requires DMS approval. In the event of an emergency change of placement of equipment, DMS shall permit Recipient to change placement as necessary and Recipient shall then make reasonable efforts to notify DMS of such change.

(b) The Recipient shall provide for the recurrent costs of the radio interoperability gateway system. Such costs include, but are not limited to, telecommunications and annual maintenance.

(16) LEGAL AUTHORIZATION.

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

(17) RECEIVING AND INSPECTION CONTACT.

The name of the person responsible to sign for and inspect all goods and equipment provided under this agreement is Communications Officer David Strid. All goods and equipment should be delivered to his/her attention at St. Petersburg Beach Police Department, 200 76th Avenue, St. Petersburg Beach, Florida 33706.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

Recipient:

STATE OF FLORIDA,
DEPARTMENT OF MANAGEMENT SERVICES

By: _____

By: _____

Name: Mike Bonfield

Name: Terry Kester

Title: City Manager

Title: Deputy Secretary
Communications & Information Technology
Services

Date: _____

Date: _____

FEID#: 59-6000423

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program: United States Department of Justice, Office of Justice Programs

CFDA: 16.007

Equipment Value: \$44,250-\$53,000 depending on final configuration of equipment

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program: Department of Justice Domestic Preparedness Equipment Grant must be used to purchase equipment for use in Domestic Preparedness

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT MAY CONSIST OF THE FOLLOWING:

1. Radio interoperability gateway system.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

N/A

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Attachment A

Program Statutes and Regulations

Chapter 252, Florida Statutes

28 CFR (Code of Federal Regulations)

Attachment B

Scope of Work

If applicable to the Recipient, this agreement is entered into as an addendum to current statewide mutual aid agreements and is for the purpose of receiving specialized equipment and participation as a State of Florida Regional Terrorism Response Asset.

The Recipient shall maintain, in a satisfactory operational condition, all goods and equipment provided to it under this agreement (see System Overview, Attachment C) for the normal expected operating lifetime or shelf life of said goods and equipment. This includes routine maintenance, repairs, calibration, etc. The Recipient is not responsible for replacing goods or equipment that has reached the end of its normal life expectancy or exceeded its posted shelf life. The equipment, goods, and supplies (“the eligible equipment”) provided under this agreement are for the purposes specified in the State and Local Domestic Preparedness Equipment Program Florida Strategy, hereinafter referred to as the “Florida Terrorism Strategy” or the Florida Comprehensive Emergency Management Plan. The Recipient specifically agrees to:

1. Upon notification by the Division of Emergency Management, the Recipient will in accordance with the statewide mutual aid agreement or other emergency response purpose as specified in the “Florida Terrorism Strategy” respond to any and all incidents within its regional response area with all available and eligible equipment and resources which it needs and is reasonably required for the response, for so long as this agreement remains in effect.
2. Acknowledge the receipt of one (1) radio interoperability gateway system and provide adequate space and facilities for the equipment.
3. The radio interoperability gateway system is to be utilized in the event of emergencies, including, but not limited to, terrorism-related hazards.
4. During the term of this agreement, the Recipient shall participate in not less than one (1) regional training event per year, and in not less than one (1) regional exercise or terrorist event simulation per year as scheduled by the Regional Domestic Security Task Forces.
5. The Recipient shall not transfer, rent, sell, lease, alienate, donate, mortgage, encumber or otherwise dispose of the eligible equipment without the prior written consent of the DMS.
6. Deployment of a radio interoperability gateway system requires appointment of an individual who can coordinate installation activities at the Recipient’s location. The Recipient shall be responsible for assuring the availability of an individual for this purpose. The Recipient will respond in a timely manner to project deadlines.

7. Operation of the radio interoperability gateway system requires one (1) individual. The Recipient shall be responsible for assuring the availability of at least one (1) individual for this purpose and associated training.
8. The Recipient shall ensure that the radio interoperability gateway system will be used in accordance with policies and procedures developed by the Regional Domestic Security Task Forces.

If any additional funding becomes available for equipment maintenance, replacement or repair, recurrent costs, training, and/or exercises, Recipient will be eligible to receive a portion of said funds. At this time the parameters to any additional monies have not been defined. Recipient will be notified if additional monies become available.

Attachment C

System Overview

Each Recipient will have the following equipment installed:

1. Radio Gateway Unit (R-GU) (may be shared with other centers at the same location)
2. Workstation Gateway Unit (WS-GU)
3. Soft Switch Radio Network application
4. Dispatch computer with 15" flat panel monitor, keyboard, headset, desktop microphone and speakers
5. Interface modules to local radio systems
6. Telecommunications lines to SUNCOM/MyFloridaNet network with associated router

Note: The Sub-grant Agreement will be amended if there are any significant changes to the above list based on local conditions.

Each Recipient will receive training for a minimum of one (1) staff member in use of the system.

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

Issued Considered: Authorization for the Mayor and City Manager to enter into a First Amendment to the Interlocal Agreement for the Ambient Water Quality Monitoring Program between Pinellas County and St. Pete Beach.

Date: October 14, 2008

Prepared By: William G. Miller, Utility & Permit Administrator

Through: Steven J. Hallock, Public Services Director

Summary of Issue: The City is a co-permittee for the design, implementation, operation and maintenance of the Ambient Water Quality Monitoring Program with Pinellas County. The original agreement went into effect April 17, 2003 and included the other municipalities who participate in the National Pollutant Discharge Elimination System (NPDES) program. This program is necessary to provide statistically valid and defensible results from surface water sampling to insure public safety. Pinellas County has drafted an amendment to manage and administer the program. The City of St Pete Beach's share is based on acreage and equates to just under \$2,600 per year and was budgeted for in FY 2009.

Requested Motion: "I move to authorize the Mayor and City Manager to enter into a First Amendment to the Interlocal Agreement for the Ambient Water Quality Monitoring Program between Pinellas County and St. Pete Beach."

Attachments: NPDES Permit Interlocal Agreement – November 2002
First Amendment to Interlocal Agreement – June 2008

**Reviewed By
City Manager:** MB

*PINELLAS COUNTY GOVERNMENT IS COMMITTED TO PROGRESSIVE PUBLIC POLICY,
SUPERIOR PUBLIC SERVICE, COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE
OF AUTHORITY AND SOUND MANAGEMENT OF PUBLIC RESOURCES, TO MEET THE
NEEDS AND CONCERNS OF OUR CITIZENS TODAY AND TOMORROW*



**INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND ITS N.P.D.E.S. PERMIT FLS000005
CO-PERMITTEES FOR THE DESIGN, IMPLEMENTATION,
OPERATION AND MAINTENANCE OF THE AMBIENT WATER
QUALITY MONITORING PROGRAM**

AGREEMENT PREPARED BY
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
ENVIRONMENTAL RESOURCES MANAGEMENT DIVISION

NOVEMBER 2002

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SECTION 1, INTENT OF AGREEMENT

**INTENT OF INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY AND ITS N.P.D.E.S CO-PERMITTEES
FOR THE DESIGN AND IMPLEMENTATION OF A WATER QUALITY
MONITORING PROGRAM**

THIS AGREEMENT, entered into on the 17 day of April 2003, between the BOARD OF COUNTY COMMISSIONERS of Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and the Cities of Pinellas County, including the Town of Belleair, City of Belleair Beach, City of Belleair Bluffs, City of Clearwater, City of Dunedin, Town of Kenneth City, City of Gulfport, City of Indian Rocks Beach, City of Largo, City of Madeira Beach, Town of North Redington Beach, City of Oldsmar, City of Pinellas Park, Town of Redington Beach, Town of Redington Shores, City of St. Pete Beach, City of Safety Harbor, City of Seminole, City of South Pasadena, City of Tarpon Springs, City of Treasure Island, all of which are municipal corporations of the State of Florida and co-permittees to Pinellas County in its N.P.D.E.S. permit, hereinafter referred to as CO-PERMITTEES.

WITNESSETH, That:

WHEREAS, the COUNTY and the CO-PERMITTEES desire to protect and promote the public health, safety and general welfare through the management and assessment of the effects of stormwater runoff; and

WHEREAS, the COUNTY and the CO-PERMITTEES desire to maintain and assist in the improvement of water quality and to preserve and enhance the environmental quality of receiving waters; and

WHEREAS, pursuant to the Clean Water Act (CWA), section 402, 33 U.S.C. § 1342, and the regulations promulgated thereunder, certain political entities are required to implement stormwater management programs within certain time frames; and

WHEREAS, pursuant to the CWA requirements, the United States Environmental Protection Agency (EPA) has developed regulations under the National Pollutant Discharge Elimination System (NPDES) permit program published as 40 C.F.R. § 122.26; and

WHEREAS, 40 C.F.R. § 122.26(a) requires that stormwater permits be required for large and medium municipal separate storm sewer systems, determined from the 1990 census, and Appendix I to Part 122, designates the COUNTY as a large separate storm sewer system; and

WHEREAS, the EPA, Region IV notified the COUNTY and the CO-PERMITTEES by letter dated December 16, 1993 that the CO-PERMITTEES are designated as part of the COUNTY municipal separate storm sewer system (MS4) for the purposes of NPDES permitting; and

WHEREAS, the COUNTY as lead applicant and the CO-PERMITTEES as co-applicants applied for and received NPDES permit #FLS000005; and

WHEREAS, NPDES permit #FLS000005 Part V.B.1 requires a monitoring program to assist in determining the impact of stormwater discharges on receiving waters located in the geographical area covered by the permit; and

WHEREAS, NPDES permit #FLS000005 Part V.B.1 requires a monitoring program to assist in determining the effectiveness of the stormwater management programs being implemented and shall assist in identifying and prioritizing portions of the MS4 requiring additional controls; and

WHEREAS, NPDES permit #FLS000005 was delegated from the Environmental Protection agency's jurisdiction to the Florida Department of Environmental Protection in October 2000 as set forth in Section 403.0885, Florida Statutes (F.S.); and

WHEREAS, stormwater discharges from medium and large MS4's are regulated under Chapter 62-624, F.A.C.;

WHEREAS, it is the mutual desire of the COUNTY and the CO-PERMITTEES to establish relationships and responsibilities for developing a design of a water quality monitoring program to meet NPDES Stormwater permit requirements.

WHEREAS, it is the mutual desire of the COUNTY and the CO-PERMITTEES to establish relationships and responsibilities for funding the operation and maintenance of a water quality monitoring program to meet NPDES Stormwater permit requirements.

NOW THEREFORE, in consideration of the mutual covenants hereafter set forth, the parties hereto mutually agree as follows:

SECTION 2, PURPOSE

The purpose of this Agreement is to set forth the relationship of the COUNTY and the CO-PERMITTEES with respect to the following:

- A. To define the general responsibilities of the COUNTY and the CO-PERMITTEES in developing the design of the water quality monitoring program that will be consistent with, and in support of, the requirements of NPDES permit #FLS000005.
- B. To define the general responsibilities of the COUNTY and the CO-PERMITTEES in implementing and continuing a water quality monitoring program that will be consistent with, and in support of, the requirements of NPDES permit #FLS000005.
- C. To establish a cost allocation method to ensure equitable distribution of program design, operation and maintenance costs.

SECTION 3, GENERAL RESPONSIBILITIES

1. Monitoring Program Design

- A. The County as lead permittee will be responsible to engage and secure a consultant to develop the design for the water quality monitoring program in accordance with the Proposed Project Plan set forth in Exhibit "A."
- B. The COUNTY will administer the consultant's contract.
- C. The COUNTY will ensure the design is completed by the consultant on or before April 1, 2003.

- D. The CO-PERMITTEES will be provided copies of the final program upon design completion.

2. Monitoring Program Implementation, Operation and Maintenance

- A. The COUNTY shall continue to monitor water quality in countywide receiving water bodies from October 1, 2002 through the duration of this agreement term.
- B. The COUNTY will implement the new monitoring design on or before April 1, 2003.
- C. The COUNTY will continue to operate and maintain the sampling program using COUNTY staff and equipment. The program will consist of managing staff, maintaining equipment and instruments in working order, ordering supplies and calibration standards, performing necessary field quality assurance protocols in accordance with FDEP guidelines, collection of samples, coordinating sample delivery to a NELAC (National Environmental Laboratory Accreditation Conference) certified analytical laboratory, reviewing and managing analytical data results, entering data into the US Environmental Protection Agency's STORET database as required by FDEP, and reporting of data results to FDEP in accordance with NPDES permit requirements.
- D. The COUNTY shall include reference to each CO-PERMITTEE listed in this agreement as a contributor to the countywide monitoring program in monitoring program results reported to FDEP as required by NPDES permit #FLS000005.

SECTION 4, COST ALLOCATION

1. Monitoring Program Redesign

- A. The CO-PERMITTEES and the COUNTY shall share the one-time cost of the water quality monitoring program redesign. The cost sharing shall be based on acreage of the COUNTY and each CO-PERMITTEE as shown in Exhibit "B." The acreage figures presented in Exhibit "B" are the most recent acreage figures available at the time this agreement is being executed and shall remain in effect for the duration of this agreement term. The full program design cost to the COUNTY will not exceed \$25,000. The monitoring redesign cost to each CO-PERMITTEE shall not exceed the amounts set forth in Exhibit "B." The COUNTY will pay the full invoice amount to the consultant and then invoice each CO-PERMITTEE for their respective share.
- B. The COUNTY shall invoice the CO-PERMITTEES for their respective contribution, as stated above, to be paid in a lump sum after the completion of the monitoring redesign. Each CO-PERMITTEE shall make payment of its indicated share to the COUNTY within forty (40) days of receipt of the invoice, and may request supporting documentation from the COUNTY.

2. Monitoring Program Implementation, Operation and Maintenance

- A. The CO-PERMITTEES and the COUNTY shall share the annual cost of the water quality monitoring program in accordance with the terms shown in Exhibit "C." The cost sharing shall be based on acreage of the COUNTY and each CO-PERMITTEE as set forth in Exhibit "B." The acreage figures presented in Exhibit

"B" are the most recent acreage figures available at the time this agreement is being executed and shall remain in effect for the duration of this agreement term.

- B. The COUNTY shall invoice the CO-PERMITTEES for their respective contribution, as stated above, to be paid in a lump sum after the end of each fiscal year (Oct. 1st –Sept. 30th). Each CO-PERMITTEE will make payment of its indicated share to the COUNTY within forty (40) days of receipt of the invoice.
- C. The COUNTY will provide the CO-PERMITTEES with a detailed invoice including supplies cost, labor and laboratory analyses.

SECTION 5, COPIES

Upon final execution of this document, the original will be filed with the Clerk of Circuit Court of Pinellas County pursuant to Chapter 163.01, Florida Statutes. Two (2) copies will be provided to each CO-PERMITTEE.

SECTION 6, NOTICES

All written notices to THE CO-PERMITTEES and the COUNTY under this agreement shall be directed to the following addresses:

Pinellas County:

Andrew P. Squires
Pinellas County Dept. of Environmental Management
512 S. Fort Harrison Avenue
Clearwater, FL 33756
727-464-4761

Belleair:

Mr. Steve Cottrell
Town Manager
901 Ponce De Leon Blvd.
Belleair, FL 33756-1096

Belleair Bluffs:

Mr. Robert David
City of Belleair Bluffs
2747 Sunset Blvd.
Belleair Bluffs, FL 33770

Clearwater:

Mr. Brett Gardner
Public Works Administration
City of Clearwater
P.O. Box 4748
Clearwater, FL 33758-4748

Gulfport:

Mr. Paul Geisz
City of Gulfport
2401-53rd St. South
Gulfport, FL 33707

Kenneth City:

Mr. John Dutton
Director of Public Works
Town of Kenneth City
6000 54th Ave. N.
Kenneth City, FL 33709-1800

Madeira Beach:

Mr. Michael Maxemow
Public Works Director
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708-1996

Oldsmar:

Mr. Steve Frates
Environmental Specialist
City of Oldsmar
351 Lafayette Blvd.
Oldsmar, FL 34677-3756

Redington Beach:

Mr. Mark Davis
Public Works Director
Town of Redington Beach
105-164th Ave.
Redington Beach, FL 33708-1519

Safety Harbor:

Mr. C.J. Wright
Supervisor
City of Safety Harbor
1200 Railroad Ave.
Safety Harbor, FL 34695-2404

City of Belleair Beach:

Mr. Buell Vann
Public Works Director
City of Belleair Beach
444 Causeway Blvd.
Belleair Beach, FL 33786-3399

Dunedin:

Mr. Anthony "Tony" Manello
Stormwater Utility Supervisor
City of Dunedin
1405 County Rd. 1
Dunedin, FL 34698

Indian Rocks Beach:

Mr. Dean Scharmen
Public Services Director
City of Indian Rocks Beach
1507 Bay Palm Blvd.
Indian Rocks Beach, FL 33785-2899

Largo:

Mr. Mike Sepessy
Stormwater Program Coordinator
City of Largo
P.O. Box 296
Largo, FL 33779-0296

N. Redington Beach:

Honorable Harold Radcliffe,
Mayor
Town of N. Redington Beach
190 173rd Avenue
North Redington Beach, FL 33708-1397

Pinellas Park:

Mr. Jeffrey F. Sabiel
Streets & Drainage Division
City of Pinellas Park
6051 78th Ave. N.
Pinellas Park, FL 33781

Town of Redington Shores:

Ms. Launa Dopp
Commissioner
17425 Gulf Blvd.
Redington Shores, FL 33708-1299

Seminole:

Mr. Allen Godfrey
Public Works Director
City of Seminole
7464 Ridge Road
Seminole, FL 33772-5226

St. Pete Beach:

Mr. Bill Miller
Utilities Superintendent
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706-1839

South Pasadena:

Ms. Deborah Hohm
City of South Pasadena
Public Works Admin. Secretary
7047 Sunset Drive S.
South Pasadena, FL 33707-2819

Tarpon Springs:

Mr. Mark Schroeder
City of Tarpon Springs
323 E. Pine Street
Tarpon Springs, FL 34688

Treasure Island:

Mr. Paul Fisher
Water Pollution Control Supervisor
City of Treasure Island
120 108th Ave.
Treasure Island, FL 33706

SECTION 7, AUDIT REQUIREMENTS

- A. All parties' records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by any parties' agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted pursuant to the execution of this Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subcontractor files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated final settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs, including overhead allocations as they may apply to costs associated with this Agreement.
- B. For the purpose of such audits, inspections, examinations and evaluations, the parties' agents or authorized representatives shall have access to said records from

the effective date of the agreement for the duration of the work, and until three (3) years after the date of final payment by the parties pursuant to this Agreement.

- C. The parties' agents or authorized representatives shall have access to all facilities and all necessary records to the extent necessary to conduct audits in compliance with this Section. The parties' agents or authorized representatives shall give all other parties reasonable advance notice of intended inspections, examinations, and/or audits.

SECTION 8, TERMINATION OF AGREEMENT

Any party may terminate this Agreement by notifying all other parties in writing thirty (30) days in advance. The Agreement will stay in effect for all parties remaining.

SECTION 9, ENTIRE AGREEMENT

This Agreement together with Exhibits "A," "B," and "C," embodies the whole agreement of the parties. There are no promises, terms, conditions or allegations other than those contained herein and this document shall supercede all previous communications, representations and/or agreements, whether written or verbal, between the parties hereto. This Agreement may be modified only in writing, executed by all parties.

SECTION 10, AGREEMENT TERM

This Agreement shall take effect as provided in section 13 and shall remain in effect until September 30th, 2008, unless renewed in writing by mutual agreement of all parties hereto

for an additional length of time.

SECTION 11, FISCAL FUNDING

In the event that sufficient budgeted funds are not available for a new fiscal period, the terminating party shall notify all other parties of such occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the terminating party.

SECTION 12, HOLD HARMLESS

The parties hereto agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence to the extent permitted by section 768.28, Florida Statutes. Nothing herein shall be construed as consent by the COUNTY or the CO-PERMITTEES to be sued by third parties in any manner arising out of this agreement.

SECTION 13, EFFECTIVE DATE

This Agreement shall take effect upon execution by the parties.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their hands and seals
as the day and year first above written.

PINELLAS COUNTY, by and through its Board of County Commissioners

By: Susan Gatzvala
Vice - Chairman

ATTEST: Karleen F. De Blaker, Clerk

By: Linda A. Reed

APPROVED AS TO FORM: :

By: James E. Goff

Office of County Attorney

INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND ITS N.P.D.E.S. PERMIT FLS000005 CO-PERMITTEES
FOR THE DESIGN, IMPLEMENTATION, OPERATION AND MAINTENANCE OF
THE AMBIENT WATER QUALITY MONITORING PROGRAM

TOWN OF BELLEAIR

Attest:

Town of Belleair, Florida

Donna L. Carlen
Town Clerk

By: [Signature]

Approved as to form and content by:

[Signature]
Town Attorney

INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND ITS N.P.D.E.S. PERMIT FLS000005 CO-PERMITTEES
FOR THE DESIGN, IMPLEMENTATION, OPERATION AND MAINTENANCE OF
THE AMBIENT WATER QUALITY MONITORING PROGRAM

CITY OF BELLEAIR BEACH

Attest:

Town of Belleair Beach, Florida

Nancy G. Smith-Collins
City Clerk

By: Michael E. Kelly
Mayor

Approved as to form:

Paul Marcus
City Attorney

INTERLOCAL AGREEMENT BETWEEN
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FOR THE DESIGN, IMPLEMENTATION, OPERATION AND MAINTENANCE OF
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CITY OF BELLEAIR BLUFFS

Attest:

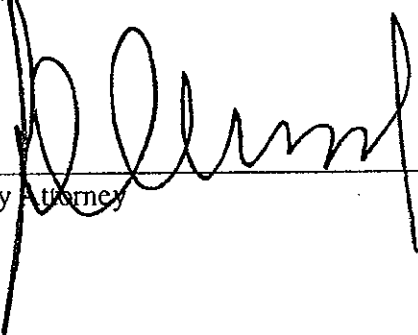
City of Belleair Bluffs, Florida



City Clerk

By:  _____

Approved as to form and content by:

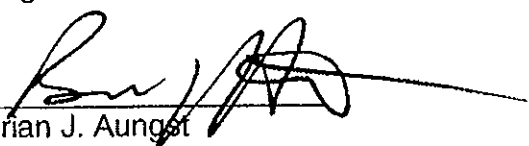


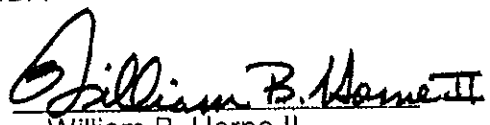
City Attorney

**INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND ITS N.P.D.E.S. PERMIT FLS000005 CO-PERMITTEES
FOR THE DESIGN, IMPLEMENTATION, OPERATION AND MAINTENANCE OF
THE AMBIENT WATER QUALITY MONITORING PROGRAM**

Countersigned: CITY OF CLEARWATER, FLORIDA

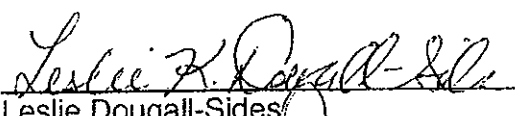
By:


Brian J. Aungst
Mayor-Commissioner


William B. Horne, II
City Manager

Approved as to form:

Attest:


Leslie Dougall-Sides
Assistant City Attorney

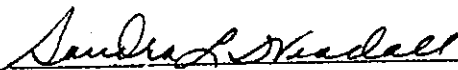

Cynthia E. Goudeau
City Clerk

INTERLOCAL AGREEMENT BETWEEN
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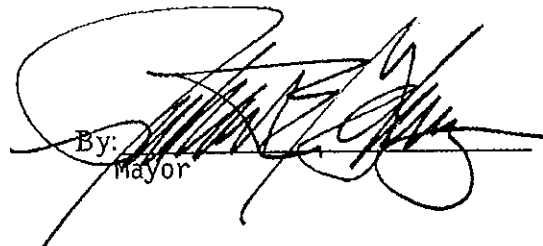
CITY OF DUNEDIN

Attest:

City of Dunedin, Florida

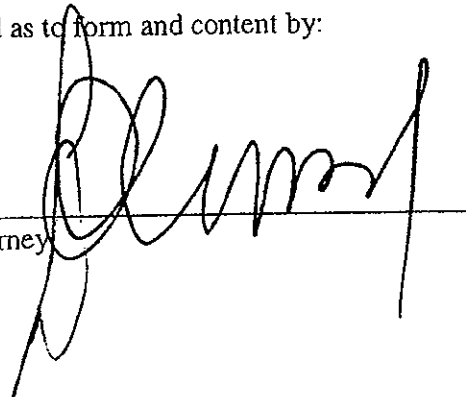


City Clerk



By: Mayor

Approved as to form and content by:

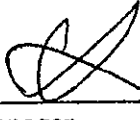


City Attorney

INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND ITS N.P.D.E.S. PERMIT FLS000005 CO-PERMITTEES
FOR THE DESIGN, IMPLEMENTATION, OPERATION AND MAINTENANCE OF
THE AMBIENT WATER QUALITY MONITORING PROGRAM .

CITY OF GULFPORT

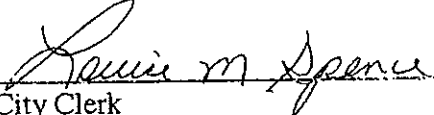
CITY OF GULFPORT, FLORIDA

By: 
City Manager

Approved as to form:

Attest:


City Attorney


City Clerk

**INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND ITS N.P.D.E.S. PERMIT FLS000005 CO-PERMITTEES
FOR THE DESIGN, IMPLEMENTATION, OPERATION AND MAINTENANCE OF
THE AMBIENT WATER QUALITY MONITORING PROGRAM**

CITY OF INDIAN ROCKS BEACH

Attest:

City of Indian Rocks Beach, Florida

Deanne B. O'Reilly
City Clerk

By: Thomas Grubel

Approved as to form and content by:

[Signature]
City Attorney

INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND ITS N.P.D.E.S. PERMIT FLS000005 CO-PERMITTEES
FOR THE DESIGN, IMPLEMENTATION, OPERATION AND MAINTENANCE OF
THE AMBIENT WATER QUALITY MONITORING PROGRAM

TOWN OF KENNETH CITY

Attest:

Town of Kenneth City, Florida

Nancy J. Beckman
Town Clerk

By: William B. Smith
Mayor

Approved as to form and content by:

Paul Mascara
Town Attorney

INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND ITS N.P.D.E.S. PERMIT FLS000005 CO-PERMITTEES
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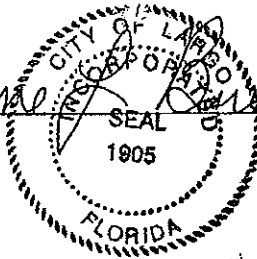
CITY OF LARGO

City of Largo, Florida

By: Robert E. Jackson
Mayor

Attest:

City Clerk



Reviewed and Approved:
~~Approved as to form:~~

[Signature]
City Attorney

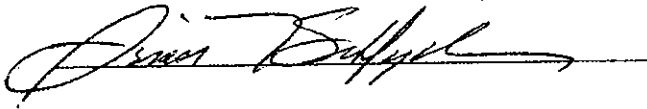
[Signature] ASST. CITY
ATTY.

**INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND ITS N.P.D.E.S. PERMIT FLS000005 CO-PERMITTEES
FOR THE DESIGN, IMPLEMENTATION, OPERATION AND MAINTENANCE OF
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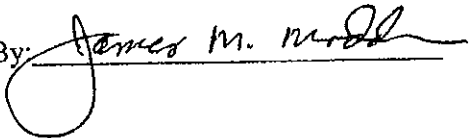
CITY OF MADEIRA BEACH

Attest:

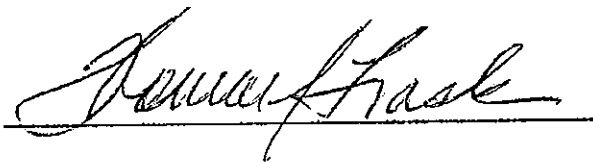
City of Madeira Beach, Florida



City Clerk

By: 

Approved as to form and content by:



City Attorney

INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND ITS N.P.D.E.S. PERMIT FLS000005 CO-PERMITTEES
FOR THE DESIGN, IMPLEMENTATION, OPERATION AND MAINTENANCE OF
THE AMBIENT WATER QUALITY MONITORING PROGRAM

TOWN OF NORTH REDINGTON BEACH

Attest:

Town of North Redington Beach, Florida

By: Helena J. Reid

By: Harold Padelford

Title: TOWN CLERK

Title: Mayor

Approved as to form:
Office of City Attorney
Town

By: Edna Lee

**INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND ITS N.P.D.E.S. PERMIT FLS000005 CO-PERMITTEES
FOR THE DESIGN, IMPLEMENTATION, OPERATION AND MAINTENANCE OF
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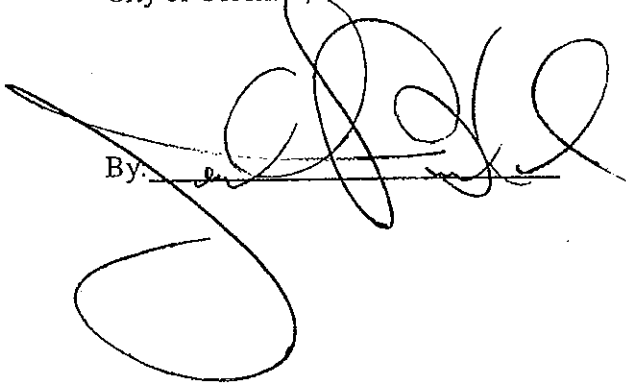
CITY OF OLDSMAR

Attest:

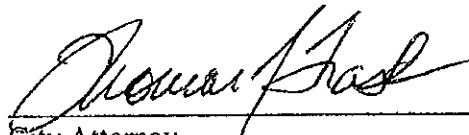
City of Oldsmar, Florida



City Clerk

By: 

Approved as to form and content by:



City Attorney

INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND ITS N.P.D.E.S. PERMIT FLS000005 CO-PERMITTEES
FOR THE DESIGN, IMPLEMENTATION, OPERATION AND MAINTENANCE OF
THE AMBIENT WATER QUALITY MONITORING PROGRAM

CITY OF PINELLAS PARK

City of Pinellas Park, Florida

By William L. Mesilla
Mayor

Attest:
Kathleen W. Heine
City Clerk

Approved as to form:

[Signature]
City Attorney

**INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND N.P.D.E.S. PERMIT FLS00005 CO-PERMITTEES
FOR THE DESIGN, IMPLEMENTATION, OPERATION AND MAINTENANCE OF
THE AMBIENT WATER QUALITY MONITORING PROGRAM**

TOWN OF REDINGTON BEACH, FL.

Town of Redington Beach, FL

ATTEST:

By: *Jerry Reitz*
Jerry Reitz, Mayor

Larry W. Bittner
Larry W. Bittner, Town Clerk

APPROVED AS TO FORM:

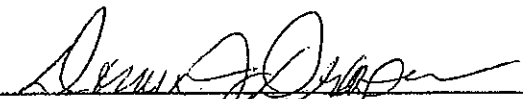
Dominic Amadio
Dominic Amadio, Town Attorney

**INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND ITS N.P.D.E.S. PERMIT FLS000005 CO-PERMITTEES
FOR THE DESIGN, IMPLEMENTATION, OPERATION AND MAINTENANCE OF
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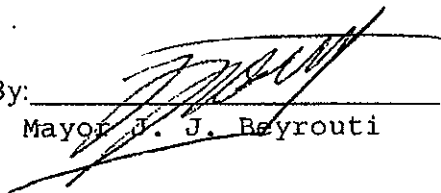
TOWN OF REDINGTON SHORES

Attest:

Town of Redington Shores, Florida

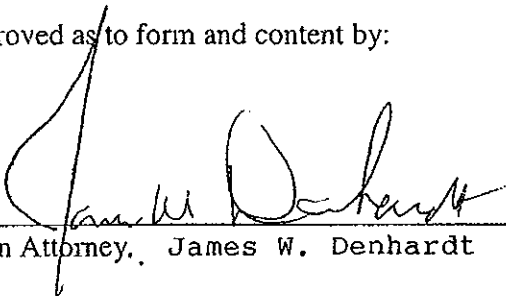


Town Clerk Donna J. Draper

By: 

Mayor J. J. Bayrouti

Approved as to form and content by:



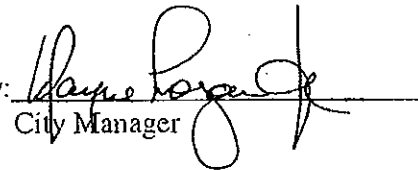
Town Attorney, James W. Denhardt

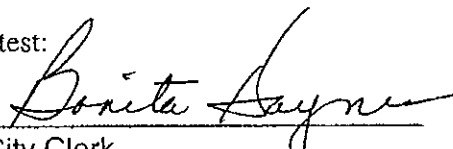
INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND ITS N.P.D.E.S. PERMIT FLS000005 CO-PERMITTEES
FOR THE DESIGN, IMPLEMENTATION, OPERATION AND MAINTENANCE OF
THE AMBIENT WATER QUALITY MONITORING PROGRAM

CITY OF SAFETY HARBOR

City of Safety Harbor, Florida

By: 
City Mayor

By: 
City Manager

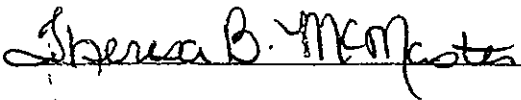
Attest: 
City Clerk

**INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND ITS N.P.D.E.S. PERMIT FLS000005 CO-PERMITTEES
FOR THE DESIGN, IMPLEMENTATION, OPERATION AND MAINTENANCE OF
THE AMBIENT WATER QUALITY MONITORING PROGRAM**

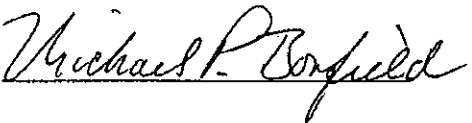
CITY OF ST PETE BEACH

Attest:

City of St Pete Beach, Florida

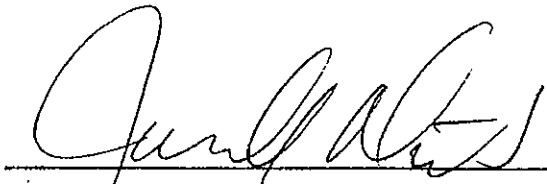


City Clerk Theresa B. McMaster

By: 

City Manager Michael P. Bonfield

Approved as to form and content by:



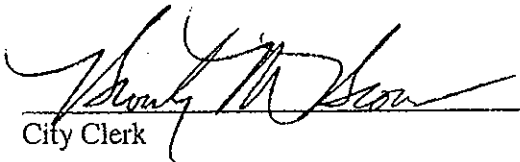
City Attorney James Devito

INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND ITS N.P.D.E.S. PERMIT FLS000005 CO-PERMITTEES
FOR THE DESIGN, IMPLEMENTATION, OPERATION AND MAINTENANCE OF
THE AMBIENT WATER QUALITY MONITORING PROGRAM

CITY OF SEMINOLE

Attest:

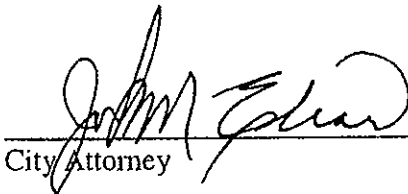
City of Seminole, Florida



City Clerk

By: 

Approved as to form and content by:

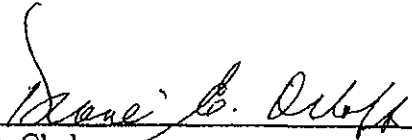


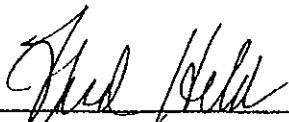
City Attorney

INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND ITS N.P.D.E.S. PERMIT FLS000005 CO-PERMITTEES
FOR THE DESIGN, IMPLEMENTATION, OPERATION AND MAINTENANCE OF
THE AMBIENT WATER QUALITY MONITORING PROGRAM

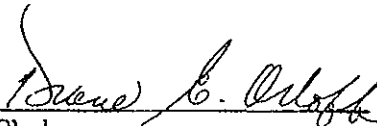
CITY OF SOUTH PASADENA

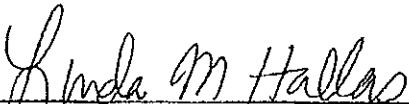
City of South Pasadena, Florida


City Clerk

By: 
Mayor

Approved as to form:


City Clerk

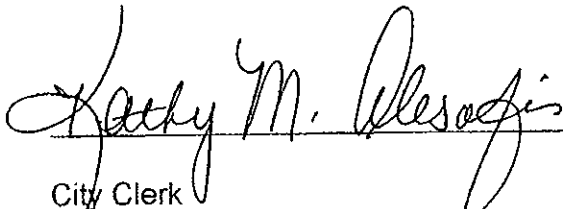

City Attorney

**INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND ITS N.P.D.E.S. PERMIT FLS000005 CO-PERMITTEES
FOR THE DESIGN, IMPLEMENTATION, OPERATION AND MAINTENANCE OF
THE AMBIENT WATER QUALITY MONITORING PROGRAM**

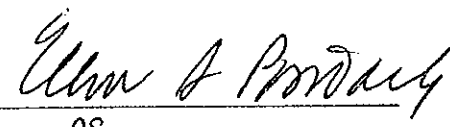
CITY OF TARPON SPRINGS

Attest:

City of Tarpon Springs, Florida

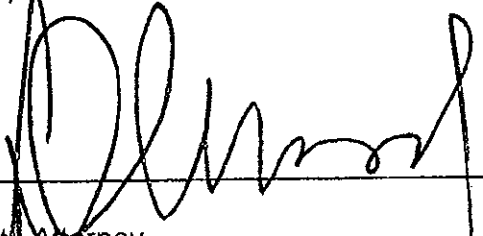


City Clerk

By: 

ps

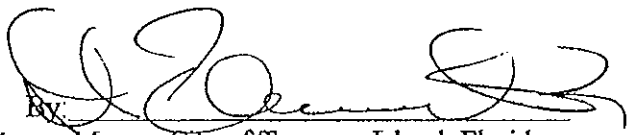
Approved as to form and content by:



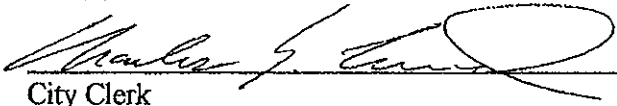
City Attorney

INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND ITS N.P.D.E.S. PERMIT FLS000005 CO-PERMITTEES
FOR THE DESIGN, IMPLEMENTATION, OPERATION AND MAINTENANCE OF
THE AMBIENT WATER QUALITY MONITORING PROGRAM

CITY OF TREASURE ISLAND

By: 
VICE - Mayor, City of Treasure Island, Florida

Attest:


City Clerk

City Seal:

Approved as to form:

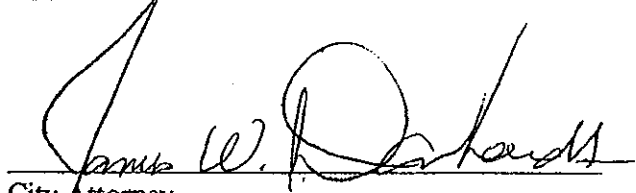

City Attorney

Exhibit A

DEVELOPMENT OF A DESIGN OF A SURFACE WATER QUALITY MONITORING PROGRAM

INTRODUCTION

The Pinellas County Department of Environmental Management (DEM) has monitored County surface waters since 1991. The program has continued to support County watershed planning initiatives consistent with State Water Policy (Chapter 62-40, FAC), our Comprehensive Plan, Tampa Bay Estuary Program (TBEP) agreements (e.g., the Comprehensive Conservation and Management Plan (CCMP)), as well as Monitoring and Reporting requirements (Part V.B) of our NPDES stormwater permit (FLS000005).

The program hereafter is expected to be under increased scrutiny by Florida Department of Environmental Protection's (FDEP) NPDES Stormwater Administrator to provide credible long-term water quality assessments of our receiving water bodies as one measure of the success of our Stormwater Management Program. Design improvements of the existing monitoring program are needed, including a geographical expansion. The new design shall provide better coverage of county receiving water bodies as well as statistically defensible results of long-term seasonal and annual water quality trends. In addition to meeting County planning and NPDES permit compliance monitoring needs, the monitoring program should also support the TBEP CCMP, FDEP's statewide watershed management approach, and the Southwest Florida Watershed Management District's (SWFWMD's) Comprehensive Watershed Management (CWM) Plan for the Tampa Bay/Anclote River watershed.

The existing monitoring program covers many of the County's marine and freshwater water bodies, including those in St. Petersburg and other incorporated areas. The monitoring program does not adequately sample Tampa Bay segments (Old, Middle, and Lower Tampa Bay) that border the eastern County shoreline, nor do we anticipate including coverage of these segments in the revised design. The Environmental Protection Commission of Hillsborough County monitors water quality in these segments. Furthermore, the Tampa Bay Estuary Program has established water quality targets for Old Tampa Bay segments. Water quality monitoring efforts would be better directed to other County receiving water bodies.

MONITORING PROGRAM DESIGN GUIDELINES AND BACKGROUND

The existing program, established in 1990, is a fixed-site location design. The locations of sampling sites were chosen using professional judgment. In some cases site locations were chosen to monitor the effects on water quality from known or suspected pollution sources. The overall objective of the program has been to assess existing water quality conditions in County basins as well as to determine long-term water quality trends in the County's lakes, streams, creeks, and marine waters. The program has served to identify relative water quality conditions countywide, which in turn, has

helped prioritize basins for planning initiatives. The existing program as designed, however, only allows valid assessments of water quality trends at individual site locations. Valid and scientifically defensible assessments of water quality trends in defined water bodies cannot be made using the existing program.

Program Goals and Objectives

Specific monitoring program goals and objectives will be determined as part of the project. Nevertheless, DEM staff has developed generalized monitoring program goals and objectives as a starting point for the design of a water quality monitoring program. Primary goals include:

- 1) the measure of meaningful temporal and geographical changes in surface water quality of defined marine and freshwater water bodies receiving runoff from County basins,
- 2) to provide an early warning system to detect water quality problems before problem resolution becomes more difficult and/or irreversible,
- 3) to provide information that can be used to redirect or refocus watershed plans and the County NPDES Stormwater Program Plan,
- 4) to the extent possible, and in addition to the above listed goals, provide water quality monitoring information pertinent to, and in support of:
 - the TBEP CCMP,
 - the SWFWMD CWM Plan for the Tampa Bay/Anclote River watershed,
 - the FDEP statewide watershed management approach, and
 - FDEP "Reasonable Assurance" criteria associated with the total maximum daily load (TMDL) process.

The monitoring program will be designed to address a set of specific objectives. One important objective will be to estimate the areal extent, and temporal trends in areal extent, of water quality conditions in defined County receiving water bodies.

Probabilistic Design

During the last ten years, leading estuarine researchers and environmental managers have recognized that results obtained from fixed station sampling designs are often improperly used to make statements about water quality trends of defined water bodies. A probabilistic monitoring approach developed by EPA's Environmental Monitoring and Assessment Program has gained considerable scientific support nationwide. A probabilistic approach incorporates a random selection of sampling sites within a defined geographical area, thus minimizing or eliminating any bias in choosing sampling sites. The Tampa Bay Estuary Program has strongly recommended and implemented a probabilistic design to assess water and sediment quality trends in Tampa Bay. This has allowed environmental managers to determine, with a known level of confidence, if and when water quality restoration targets have been achieved.

During the last five years, FDEP has also recognized how probabilistic sampling can be used to provide a scientifically defensible method to assess long-term water quality trends in defined water bodies of the State. FDEP's Integrated Water Resources Monitoring (IWRM) program has

incorporated the use of a probabilistic site location design to assess long-term water quality trends statewide in each of 52 defined hydrological units. We propose to revise our existing monitoring program using the same probabilistic design principles as FDEP has implemented statewide, but our program will be applied to a much smaller spatial scale of County receiving water bodies.

Monitoring Program Constraints

A constraint on the monitoring design will be to equal or reduce the existing level of effort in terms of the number of samples collected and analytical costs that DEM currently expends for monitoring county waters excluding those in the City of St. Petersburg. The new design will not affect our existing fixed-site sampling program within the creeks, streams, and small lakes. DEM collects 1,140 samples at individual sites per year of which 168, or 14.7%, are in St. Petersburg. DEM currently samples, on average, about 45-50 different open water sites per month that include sites in marine waters (excluding much of St. Petersburg) and in our two largest lakes, Lake Tarpon and Lake Seminole. The new design should not exceed the level of effort and cost currently expended annually by DEM to sample the 45-50 sites per month.

Several other constraints are anticipated. Other possible constraints may include sampling on certain weekdays, sampling in waters accessible by boat, and consistency with DEM's FDEP Quality Assurance Field Plan.

SCOPE OF WORK

Task 1. Review and Analysis of Existing Water Quality Data

Available ambient water quality data collected by DEM and a set of spatial coordinates of DEM sampling sites (e.g., Arcview shape file) will be provided to the contractor for review and analyses. The existing data will be used to help define appropriate indicator parameters and to provide information that may help define appropriate spatial and temporal reporting units to be used in the new monitoring design.

Task 2. Kickoff Meeting/Workshop

The objective of this task is to meet with the program participants and review the work to be completed in this project, the expected outcomes, the project schedule, and to briefly summarize the existing DEM water quality data set. Program participants will consist of DEM staff and any other individuals as deemed appropriate by DEM staff. Other participants may include County NPDES joint co-permittee representatives from the Florida Department of Transportation (FDOT) and County municipalities. Although all program participants are encouraged to present their point of view during this meeting/workshop, all elements, issues, and questions to be considered for the monitoring program design must be approved by DEM staff.

At this meeting/workshop, the Contractor will work with the program participants to identify the key questions that the monitoring program will answer. Also, any constraints that may

exist will also be identified. The other elements of the sampling design to be discussed will include the spatial and temporal definition of the reporting units, the indicator parameters to be monitored, and the meaningful levels of change in these indicator parameters. It is expected that a review and limited analysis of existing water quality data will be necessary to help identify the most appropriate indicator parameters. The contractor will work with DEM staff to determine meaningful levels of change in water quality indicator parameters. The attached figure shows the spatial extent of twelve potential reporting units that serve as a starting point from which to develop the most appropriate reporting unit boundaries. The Contractor will provide a summary of the meeting to DEM.

Task 3. Define Monitoring Program Elements

The objective of this task is to define the monitoring program objectives, reporting units, and indicators that will fulfill the needs of the program participants and thus direct the program design.

Task 3.1. Develop and define draft monitoring program objectives. Draft objectives will be submitted to DEM.

Task 3.2. Develop and define a draft definition of the:

- a) spatial and temporal character of the reporting units,
- b) indicator parameters to be monitored, and
- c) desired data quality objectives for the indicator parameters.

Responses from the participants regarding the draft monitoring program elements will be compiled and summarized by DEM. DEM will submit a list of responses to the Contractor for development of the monitoring program design in Task 4. The Contractor will identify existing data sources for the spatial reporting units identified in this task. These data may include water quality, flow (stage), and rainfall data.

Task 3.3. Complete and deliver a technical memorandum that defines the results from Task 3.

Task 4. Monitoring Program Design

Task 4.1. Develop a draft monitoring program design.

The Contractor will develop a draft monitoring program design that will include the following:

- statement of study goals,
- statement of study objectives,
- definition of study area,
- definition of study period,
- definition of sampling points (including maps and station coordinates in a hard copy and digital format compatible with the County Geographic Information System software),
- definition of indicator parameters to be measured and/or estimated,

- definition of data quality objectives,
- definition of data collection methods,
- definition of data collection schedule and frequency,
- definition, description, and documentation of data analysis approaches, and
- definition of data reporting methods.

The Contractor will provide a presentation of the draft program design to the program participants.

Task 4.2. Draft Final Monitoring Program Design

Following the presentation of the draft design and using the comments provided from that presentation, the Contractor will submit a draft final design report to DEM for its review.

The draft final design report will also include:

- SAS program code (digital and hard copy) to determine random geo-referenced coordinates to serve as sampling points within each reporting unit of the monitoring design, and
- SAS program code (digital and hard copy) for calculating and plotting Cumulative Distribution Frequency plots by indicator parameter or indicator index.

The Contractor will also provide training (not to exceed 8 hours) to DEM staff in proper use of the above listed SAS programs.

Task 4.3. Final Monitoring Program Design

The Contractor will provide a final design report within 30 days of receipt of the comments. Both a hard copy and an electronic copy of the report will be submitted to DEM.

EXHIBIT B

MONITORING FEES BASED ON ACREAGE

<i>Acreage figures provided by Pinellas County Planning Dept. (March 2002)</i>		<u>Acreage</u>	<u>% Acreage</u>	<u>Redesign fee (To be invoiced May 2003)</u>	<u>Yearly Monitoring fee based on % acreage (To be invoiced Oct 2003)</u>
1	Pinellas County	65,380.525	53.04%	\$7,956.74	\$117,274.36
2	Town of Belleair	968.083	0.79%	\$117.82	\$1,736.47
3	City of Belleair Beach	229.319	0.19%	\$27.91	\$411.33
4	City of Belleair Bluffs	223.825	0.18%	\$27.24	\$401.48
5	City of Clearwater	13,283.597	10.77%	\$1,616.60	\$23,827.06
6	City of Dunedin	5,622.112	4.56%	\$684.21	\$10,084.49
7	City of Gulfport	1,362.034	1.11%	\$165.76	\$2,443.11
8	City of Indian Rocks Beach	397.942	0.32%	\$48.43	\$713.80
9	Town of Kenneth City	355.507	0.29%	\$43.26	\$637.68
10	City of Largo	9,004.715	7.31%	\$1,095.86	\$16,151.94
11	City of Madeira Beach	444.228	0.36%	\$54.06	\$796.82
12	Town of N. Redington Beach	128.375	0.10%	\$15.62	\$230.27
13	City of Oldsmar	5,051.193	4.10%	\$614.72	\$9,060.43
14	City of Pinellas Park	8,291.770	6.73%	\$1,009.10	\$14,873.11
15	Town of Redington Beach	155.060	0.13%	\$18.87	\$278.13
16	Town of Redington Shores	139.070	0.11%	\$16.92	\$249.45
17	City of Safety Harbor	2,659.784	2.16%	\$323.69	\$4,770.91
18	City of St. Pete Beach	1,010.922	0.82%	\$123.03	\$1,813.31
19	City of Seminole	2,495.010	2.02%	\$303.64	\$4,475.35
20	City of South Pasadena	327.663	0.27%	\$39.88	\$587.74
21	City of Tarpon Springs	4,970.871	4.03%	\$604.95	\$8,916.35
22	City of Treasure Island	753.410	0.61%	\$91.69	\$1,351.41
23	Florida DOT	N/A	N/A	\$10,000.00	\$5,000.00
TOTALS		123,255.015	100.00%	\$25,000.00	\$226,085.00

EXHIBIT C

COST ALLOCATION FOR MONITORING PROGRAM IMPLEMENTATION, OPERATION AND MAINTENANCE

1. CAPITAL EXPENSES

No capital expenses are to be incurred in fiscal year 2002-2003. After FY03, support will include a fair cost-share reimbursement of eligible capital items. Capital items eligible for reimbursement are defined as single item purchases exceeding \$750 and will be used only for the monitoring program. Capital items will be strictly limited to multiprobe field instruments and light meters (e.g. Hydrolabs and Licor light meters) and will not include vehicles, boats, or trailers that would be subject to use for other sampling programs. These items typically range in price from \$2,000-8,000 per unit. The County's annual capital item reimbursement charged to the co-permittees will not exceed \$10,000 in any given year and will be split amongst all co-permittees according to their percentage of acreage as described in Exhibit "B."

2. OPERATING SUPPLIES

Operating supplies include individual items less than \$750 each used exclusively to support the monitoring program. Examples include sample bottles, sample preservatives, acids for cleaning bottles and glassware, chemical standards, and discrete depth samplers (Alpha bottles). A detailed list of all supplies purchased for the monitoring program will be provided along with labor and laboratory analysis costs to all co-permittees along with each reimbursement bill.

3. ANNUAL PRICE INCREASES

Some co-permittees expressed an interest in limiting annual increases of the monitoring program to $\leq 5\%$. Based on program costs over previous years, we anticipate that annual program cost increases (staff labor, supplies, laboratory charges) will not exceed 5% between any two sequential years. We cannot guarantee that in any given year, due to circumstances beyond our control, some cost increases may exceed 5% (e.g. laboratory costs), and thus the overall program cost increase may exceed 5%. Our reimbursement process will be to simply pass-through our program costs for any given year to the co-permittees.

See table on reverse page.....

EXAMPLE INVOICE COST SUMMARY	
Category	County Cost Estimate
Labor	\$ 54,495
Supplies	\$ 7,800
Laboratory Analyses	\$ 202,752
Total Program Costs	\$ 265,047
Less St. Petersburg Contribution (14.7%)	- \$ 38,962
	\$226085
Less FDOT Flat Fee	- \$ 5,000
Total Program Costs (excluding FDOT)	\$ 260,047
Less St. Petersburg Contribution (14.7%)	- \$ 38,962
FY03 Co-Permittee Total (excluding FDOT)	\$ 221,085

***PINELLAS COUNTY GOVERNMENT IS COMMITTED TO PROGRESSIVE PUBLIC POLICY,
SUPERIOR PUBLIC SERVICE, COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE
OF AUTHORITY AND SOUND MANAGEMENT OF PUBLIC RESOURCES, TO MEET THE
NEEDS AND CONCERNS OF OUR CITIZENS TODAY AND TOMORROW***



**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND ITS NPDES PERMIT FLS000005
CO-PERMITTEES FOR THE DESIGN, IMPLEMENTATION, OPERATION AND
MAINTENANCE OF THE AMBIENT WATER QUALITY MONITORING PROGRAM**

**AGREEMENT PREPARED BY
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
WATERSHED MANAGEMENT DIVISION
JUNE 2008**

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND ITS NPDES PERMIT FLS000005
CO-PERMITTEES FOR THE DESIGN, IMPLEMENTATION, OPERATION AND
MAINTENANCE OF THE AMBIENT WATER QUALITY MONITORING PROGRAM**

This FIRST AMENDMENT TO THE AGREEMENT, is entered into on the day of
2008, between the BOARD OF COUNTY COMMISSIONERS of Pinellas County, a political
subdivision of the State of Florida, hereinafter referred to as the COUNTY, and the Cities of
Pinellas County, including the Town of Belleair, City of Belleair Beach, City of Belleair Bluffs, City
of Clearwater, City of Dunedin, Town of Kenneth City, City of Gulfport, City of Indian Rocks
Beach, City of Largo, City of Madeira Beach, Town of North Redington Beach, City of Oldsmar,
City of Pinellas Park, Town of Redington Beach, Town of Redington Shores, City of St. Pete
Beach, City of Safety Harbor, City of Seminole, City of South Pasadena, City of Tarpon Springs,
City of Treasure Island, all of which are municipal corporations of the State of Florida and co-
permittees to Pinellas County in its National Pollutant Elimination System (NPDES) permit,
hereinafter referred to as CO-PERMITTEES.

WITNESSETH, That:

WHEREAS, the COUNTY and CO-PERMITTEES entered into an agreement dated April
17th, 2003 providing for the design and implementation of a water quality monitoring program
that will be consistent with, and in support of, the requirements of NPDES permit #FLS000005.

Except as hereby modified, amended or changed, all of the terms and conditions of said
original Agreement dated April 17th, 2003, will remain in full force and effect.

NOW THEREFORE, in consideration of the mutual covenants hereafter set forth, the
parties hereto mutually agree to amend the original Agreement, dated April 17th, 2003 as follows:

SECTION 3, GENERAL RESPONSIBILITIES is amended as follows:

2. Monitoring Program Implementation, Operation and Maintenance

C. The COUNTY will continue to operate and maintain the sampling program outlined in Exhibit A using COUNTY staff and equipment. The program will consist of:

- managing staff
- maintaining equipment and instruments in working order
- ordering supplies and calibration standards
- performing necessary field quality assurance protocols in accordance with Florida Department of Environmental Protection (FDEP) guidelines
- collection of samples
- coordinating sample delivery to a National Environmental Laboratory Accreditation Conference (NELAC) certified analytical laboratory
- reviewing and managing analytical data results
- entering data into the state database as required by FDEP
- reporting of data results to FDEP in accordance with NPDES permit requirements
- include a reference to each CO-PERMITTEE listed in this agreement as a contributor to a countywide monitoring program in monitoring results submitted to FDEP as required by NPDES permit FL000005; and
- reporting of raw data results to the FDOT and the CO-PERMITTEES every calendar year

SECTION 4, COST ALLOCATION is amended as follows:

2. Monitoring Program Implementation, Operation and Maintenance

A. The CO-PERMITTEES and the COUNTY shall share the actual annual cost of the water quality monitoring program. Costs shall be paid by each CO-PERMITTEE and the COUNTY on a pro-rata basis based upon jurisdictional acreage figures provided by the Pinellas County Planning Department. Acreage figures for the COUNTY and each CO-PERMITTEE are set forth in Exhibit "B." The acreage figures presented in Exhibit "B" are the most recent acreage figures available at the time this Amendment is being executed and shall remain in effect for the duration of this agreement term. In addition, costs will be shared in accordance with the terms shown in Exhibit "C."

SECTION 6, NOTICES is replaced by the following:

All written notices to THE CO-PERMITTEES and the COUNTY under this agreement shall be directed to the following addresses:

Pinellas County:

Kelli Hammer Levy
Pinellas County Dept. of Environmental
Management
300 S. Garden Avenue
Clearwater, FL 33756

Belleair Bluffs:

Mr. Robert David
City of Belleair Bluffs
2747 Sunset Blvd.
Belleair Bluffs, FL 33770

Clearwater:

Mr. Brett Gardner
Public Works Administration
City of Clearwater
P.O. Box 4748
Clearwater, FL 33758-4748

Gulfport:

Mr. Don Sopak
City of Gulfport
2401-53rd St. South
Gulfport, FL 33707

Largo:

Mr. Mike Sepessy
Stormwater Program Coordinator
City of Largo
P.O. Box 296
Largo, FL 33779-0296

N. Redington Beach:

Ms. Mari Campbell
Town Clerk
Town of N. Redington Beach
190 173rd Avenue
North Redington Beach, FL 33708-1397

Pinellas Park:

Mr. Randal A. Roberts
Streets & Drainage Division
City of Pinellas Park
6051 78th Ave. N.
Pinellas Park, FL 33781

Belleair:

Robin Zimmerman
Superintendent
901 Ponce De Leon Blvd.
Belleair, FL 33756-1096

City of Belleair Beach:

Peter Cavalli, MPA
Director of Community Services and Information
Technology
City of Belleair Beach
444 Causeway Boulevard,
Belleair Beach, Florida 33786

Dunedin:

Mr. Keith Fogarty
Director of Maintenance
City of Dunedin
750 Milwaukee Avenue
Dunedin, FL 34698

Indian Rocks Beach:

Mr. Dean Scharmen
Public Services Director
City of Indian Rocks Beach
1507 Bay Palm Blvd.
Indian Rocks Beach, FL 33785-2899

Kenneth City:

Mr. John Dutton
Director of Public Works
Town of Kenneth City
6000 54th Ave. N.
Kenneth City, FL 33709-1800

Madeira Beach:

Mr. Michael Maxemow
Public Works Director
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708-1996

Oldsmar:

Mr. Kevin Shropshire
City of Oldsmar
351 Lafayette Blvd.
Oldsmar, FL 34677-3756

Town of Redington Shores:

Ms. Mary Palmer
Town Clerk
Town of Redington Shores
17425 Gulf Blvd.
Redington Shores, FL 33708-1299

Seminole:

Mr. Allen Godfrey
Public Works Director
City of Seminole
7464 Ridge Road
Seminole, FL 33772-5226

St. Pete Beach:

Mr. Bill Miller
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706-1839

Treasure Island:

Mr. James Newton
Water Pollution Control Supervisor
City of Treasure Island
120 108th Ave.
Treasure Island, FL 33706

Redington Beach:

Mr. Mark Davis
Public Works Director
Town of Redington Beach
105-164th Ave.
Redington Beach, FL 33708-1519

Safety Harbor:

Ms. Debbie Drees
City of Safety Harbor
750 Main Street
Safety Harbor, FL 34695

South Pasadena:

Mr. Gary Anderson
Public Works Director
7047 Sunset Dr. S.
South Pasadena, FL 33707-2895

Tarpon Springs:

Mr. Mark Schroeder
City of Tarpon Springs
323 E. Pine Street
Tarpon Springs, FL 34688

SECTION 8, TERMINATION OF AGREEMENT is replaced by the following:

Any party may terminate this Agreement by notifying all other parties in writing thirty (30) calendar days prior to work commencing at the beginning of the fiscal year. For all parties, fiscal year begins on October 1st, so termination notices shall be provided no later than September 1st. The Agreement will stay in effect for all parties remaining.

SECTION 10, AGREEMENT TERM is replaced by the following:

This Agreement shall take effect as provided in section 13 and shall remain in effect until September 30th, 2010, unless renewed in writing by mutual agreement of all parties hereto for an additional length of time.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their hands and seals as the day and year first above written.

PINELLAS COUNTY, by and through its County Administrator:

By: _____
Fred E. Marquis
Interim County Administrator

Witness: _____

APPROVED AS TO FORM:

By: _____
Office of County Attorney

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND ITS N.P.D.E.S. PERMIT FLS000005
CO-PERMITTEES FOR THE DESIGN, IMPLEMENTATION, OPERATION AND
MAINTENANCE OF THE AMBIENT WATER QUALITY MONITORING PROGRAM**

CITY/TOWN OF ###

City/Town of ###

By: _____
City Mayor

By: _____
City Manager

Attest:

City Clerk

EXHIBIT A

PINELLAS COUNTY AMBIENT WATER QUALITY MONITORING PROGRAM IN COMPLIANCE WITH MS4 NPDES PERMIT FLS000005

The Pinellas County Department of Environmental Management (PCDEM) has conducted surface water quality monitoring since 1991. The 1991-2002 monitoring program was designed to collect monthly surface water quality data at a series of fixed stations in County streams, creeks, lakes and marine waters. Beyond fulfilling the monitoring requirements of NPDES permit FLS000005, this monitoring effort provided important water quality data to support Pinellas County watershed planning initiatives, the Pinellas County Comprehensive Plan, and the Tampa Bay Estuary Program (TBEP) Comprehensive and Conservation Management Plan (CCMP).

In early 2002, county staff recognized the need to assess receiving waterbody water quality with a known level of confidence while minimizing sampling bias. In response to the need to improve the monitoring program and growing NPDES and Florida Department of Environmental Protection (FDEP) Total Maximum Daily Load (TMDL) program requirements, Pinellas County and its co-permittees entered into an Interlocal Agreement to re-design and share the costs of the Ambient Water Quality Monitoring Program. The new program was designed to provide statistically valid and defensible results and to fill gaps in the geographic coverage sampled by the 1991-2002 monitoring program.

A. What is the monitoring program intended to accomplish?

The revised monitoring program is a three-tiered monitoring approach aimed to:

- Assess status and trends in water quality of fresh and marine open waterbodies;
- Determine annual and seasonal pollutant loadings delivered from County sub-basins; and
- Determine the effectiveness of water quality Best Management Practices (BMPs) implemented in the County.

The three program components are summarized below.

1. Probabilistic monitoring design for open waterbodies

The first tier of the monitoring program focuses on Pinellas County coastal waters, Lake Seminole, and Lake Tarpon (Figure 1). The monitoring program is a probabilistic design that employs an EMAP-based design element and a stratified random design element. The probabilistic element allows for the calculation of estimates and confidence limits of the total surface area for various water quality conditions within each geographic reporting unit or stratum. The stratified random element allows for the calculation of mean annual estimates of population means and confidence limits.

The strengths of this monitoring program are supported by the data analysis and reporting that can be achieved including:

- Water quality status and trends calculations;
- Identification and prioritization of receiving waters not meeting designated uses; and
- Statistical water quality comparisons among geographical reporting units or strata.

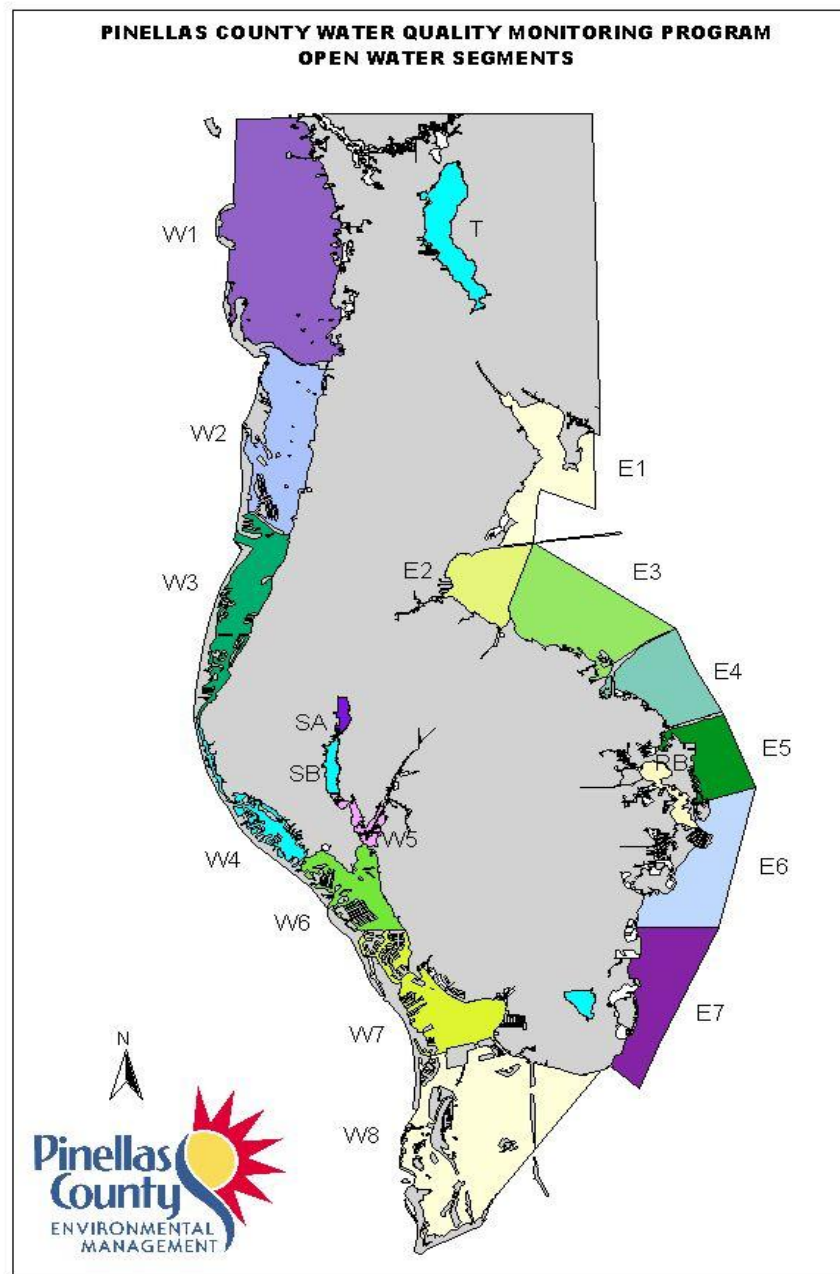


Figure 1. Pinellas County Water Quality Monitoring Program Open Water Segments

Fixed site monitoring program

The second tier of the Pinellas County Ambient Water Quality Monitoring Program includes a series of fixed stream and creek sites located in each basin within the permit coverage area (Figure 2). Sites where water quality samples and flow measurements are taken are located upstream of tidal influences to better characterize stream and creek water quality resulting exclusively from freshwater runoff and to allow for receiving waterbody pollutant loading estimates. Water quality (not flow) is sampled for a few additional sites that are located in marine portions of streams, creeks, or channels.

These data are being used to generate baseline countywide loading estimates from a wide variety of basin sizes and land uses as well as to characterize existing in-stream water quality conditions. Flexibility in the year-to-year site selections and sampling frequencies must be allowed to address refinements to sampling objectives and changing federal and state regulatory priorities. In subsequent years it is anticipated that the fixed site monitoring effort will focus on a subset of county basins that comprise a relatively large proportion of the total pollutant loadings generated countywide by stormwater runoff. Sampling focus and intensity may also shift to basins discharging to "Impaired Waters" as identified in the TMDL process.

2. Basin and land use specific Event Mean Concentration (EMC) development and BMP evaluations.

In tier three of the monitoring program, Pinellas County is conducting EMC and BMP evaluations at specific sites throughout the County. Monitoring is conducted manually or by using automated sampling systems comprised of refrigerated auto samplers, multi-probe water quality meters, rain gages, and flow sensors. Examples of ongoing evaluations include EMC development in the Cross Bayou watershed and BMP evaluations in the Lake Seminole watershed.

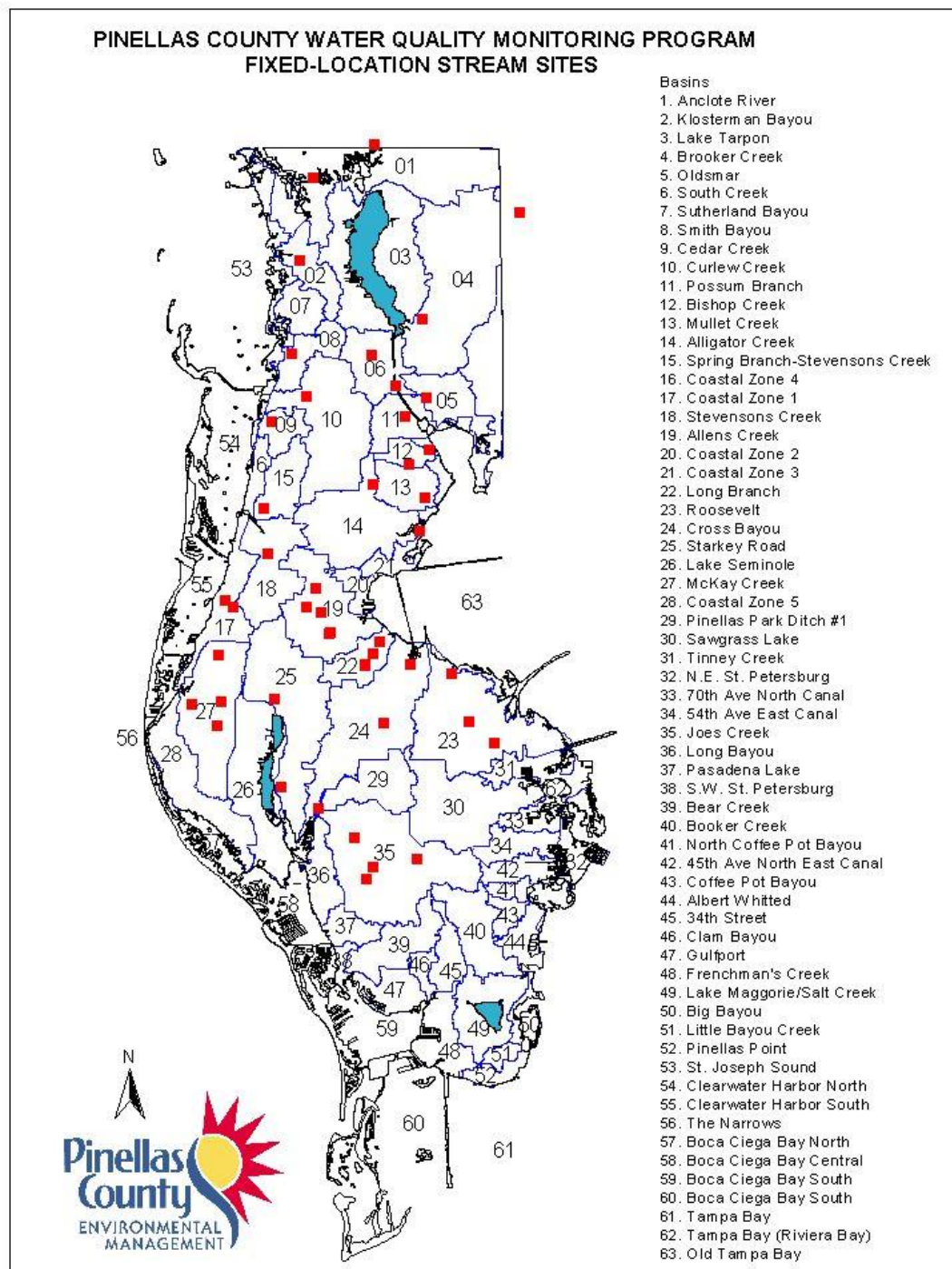


Figure 2. Pinellas County Water Quality Monitoring Program Fixed Site Locations.

B. When and how is monitoring conducted?

1. Frequency of monitoring

Monitoring is conducted at four random sites in each open water segment and at all fixed sites approximately every six weeks in the wet season and every seven weeks in the dry season or eight times per year.

2. Type of sampling (water column, biology or sediment)

Surface water sampling as specified in DEP-SOP FS 2100 occurs at each site. Sites in the Tampa Bay strata (E1-E7) were only sampled at water depths less than or equal to the 2-meter mean lower low water isobath through 2007.

3. Parameters monitored at each station

Please note: the parameters listed below are currently being monitored; however, the list of specific metrics analyzed may vary to some degree year-to-year as funding levels change and specific programs objectives are revised.

For all monitoring sites:

- PH
- Water Temperature
- Specific Conductance/Salinity
- Dissolved Oxygen
- Chlorophyll-a, b, c and phaeophytin
- Ammonia
- Nitrate-Nitrite
- Total Kjeldahl Nitrogen
- Total Nitrogen (TN)
- Total Phosphorous (TP)
- Orthophosphate
- Turbidity
- Total Suspended Solids (TSS)
- Color (Lake Seminole, Lake Tarpon, Alligator Lake, and Lake Chautauqua only)

For streams, creeks and lakes only:

- Fecal Coliform
- Enterococci
- Biological Oxygen Demand (BOD5)
- Aluminum (Lake Seminole and bypass canal only)

For fixed sites only:

- Flow

For open water sites only:

- Secchi disk depth
- Photosynthetically Active Radiation (PAR)
- Transmissivity

Water quality parameters were selected to balance County, TBEP, Southwest Florida Water Management District (SWFWMD), and state goals and objectives for water quality monitoring. For example, Chlorophyll was selected as an indicator of phytoplankton biomass and to assess achievement of segment specific chlorophyll targets set by the TBEP for Tampa Bay. In addition, the state uses a Chlorophyll reference level in their Total Maximum Daily Load (TMDL) assessment program. TN, TP, and TSS were selected as indicators for water quality in part because TN and TP are used to determine trophic status of lakes and TSS has a direct impact on water clarity. External loadings of these constituents to Tampa Bay are periodically tracked by TBEP as part of the CCMP. Water column light attenuation or water clarity is measured using a Secchi disc, a light meter to determine PAR, and a transmissometer. The amount of surface light reaching the bay bottom is of critical importance and is directly related to the health of seagrasses and other submerged aquatic vegetation. Bacteriological monitoring serves as indicators of pathogens at freshwater sites and for water quality assessments in the TMDL program. The addition of BOD5 is necessary for meeting TMDL requirements.

For EMC evaluations:

- Specific Conductance/Salinity
- pH
- Temperature
- Dissolved Oxygen
- Total Dissolved Solids
- Total Suspended Solids
- Biochemical Oxygen Demand
- Chemical Oxygen Demand
- Oil & Grease
- Nitrate + Nitrite (NOX)
- Ammonia
- Total Kjeldahl Nitrogen (TKN)
- Soluble TKN
- Total Phosphorous
- Orthophosphate
- Fecal Coliform
- Cadmium
- Chromium
- Copper
- Lead
- Zinc
- Hardness

For BMP evaluations:

- Specific Conductance/Salinity
- pH
- Temperature
- Dissolved Oxygen
- Total Dissolved Solids
- Total Suspended Solids
- NOX
- Ammonia
- TKN
- Total Phosphorous
- Orthophosphate
- Cadmium
- Chromium
- Copper
- Lead
- Zinc
- Fecal coliforms

Note: For EMC and BMP evaluations, parameters selected vary according to land use assessed and specific objectives of each BMP evaluation.

C. Where are monitoring stations located?

Please refer to figures 1 and 2 for open water monitoring segments and fixed sites. As part of the probabilistic design for monitoring water quality in county open water bodies, current funding levels allow for 32 new random sampling locations to be sampled per segment each year. For stream sites, as stated in section A, baseline loading estimates will be calculated to determine which

basins contribute the greatest proportion of pollutant loads to county receiving waters. A reduced number of fixed sites may be monitored in subsequent years to focus efforts on basins delivering the greatest loads or on basins discharging to “Impaired” waters.

D. Quality Assurance

Pinellas County Environmental Management, Water Resources Management section staff conduct all sampling activities in accordance with the applicable FDEP SOPs found in F.A.C. Chapter 62-160. The FDEP Bureau of Laboratory staff audited the section’s performance and the section has met all FDEP requirements for monitoring and reporting.

E. Estimates of Pollutant Loadings

In year three of the permit, as required in Part V. A., seasonal pollutant loads and EMCs will be calculated for each major drainage basin using a combination of referenced sources and data collected as specified in tier three of the County’s monitoring program.

F. Reporting

Pinellas County Environmental Management plans to report as follows:

Annual Reporting:

- Data summaries including mean, median, minimum, maximum, and standard error values for open water segments and stream sites in narrative, tabular, and graphical formats;
- Cumulative Distribution Frequency (CDF) plots relating a quantitative water quality condition or value (e.g., chlorophyll-a $\leq 11\mu\text{g/l}$) with a percentage of area within a segment (e.g., 82% of Boca Ciega Bay);
- Estimates of the percent of impaired waters within each open water segment;
- Comparisons of water quality in eastern segments versus western segments and lake comparisons; and
- Creek and stream loading estimates.

Every other year: In addition to above, wet versus dry season comparisons.

Every Five years: In addition to above, spatial and temporal trends are assessed.

EXHIBIT B

<u>MONITORING FEES BREAKDOWN BASED ON ACREAGE</u>			
<i>Acreage figures provided by Pinellas County Planning Dept. (February 2008)</i>		<u>Acreage as of February 2008</u>	<u>% Acreage</u>
1	Pinellas County	61413.001	48.79%
2	Town of Belleair	1149.056	0.91%
3	City of Belleair Beach	250.073	0.20%
4	City of Belleair Bluffs	224.419	0.18%
5	City of Clearwater	13926.821	11.06%
6	City of Dunedin	8845.336	7.03%
7	City of Gulfport	1609.563	1.28%
8	City of Indian Rocks Beach	399.832	0.32%
9	Town of Kenneth City	361.08	0.29%
10	City of Largo	9740.162	7.74%
11	City of Madeira Beach	444.683	0.35%
12	Town of North Redington Beach	127.702	0.10%
13	City of Oldsmar	5094.951	4.05%
14	City of Pinellas Park	8737.248	6.94%
15	Town of Redington Beach	155.924	0.12%
16	Town of Redington Shores	158.094	0.13%
17	City of Safety Harbor	2735.375	2.17%
18	City of St. Pete Beach	1088.094	0.86%
19	City of Seminole	2929.731	2.33%
20	City of South Pasadena	569.73	0.45%
21	City of Tarpon Springs	5164.295	4.10%
22	City of Treasure Island	754.817	0.60%
	TOTALS	125879.99	100.00%

EXHIBIT C

DESCRIPTION OF COSTS

1. OPERATING SUPPLIES

Operating expenses will include individual items and services exclusively related to the monitoring program. This includes, but is not limited to, sample bottles, sample preservatives, acids for cleaning bottles and glassware, chemical standards and filtration supplies. With each invoice a detailed list of all items purchased for the monitoring program will be provided along with labor and laboratory analysis costs.

2. ANNUAL PRICE INCREASES

Based on program costs over previous years, the COUNTY anticipates that annual program cost may increase an average of 5% from year to year due to cost increases in salaries, supply costs, and laboratory charges. In any given year, due to circumstances beyond the COUNTY's control, some cost increases may exceed 5% (e.g. laboratory costs), and thus the overall program cost increase may exceed 5%. The CO-PERMITTEES and COUNTY shall each pay for the total annual cost of the program for each year of this agreement on a pro-rata basis in accordance with those figures set forth in Exhibit B.

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

Issue Considered: Final reading and public hearing of Ordinance 2008-34 amending the Capital Improvements Element of the City's Comprehensive Plan to update the Five-Year Schedule of Capital Improvements.

Date: October 14, 2008

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

Summary of Issue: Section 9J-5.016 of the Rules of the Florida Department of Community Affairs requires the City to update the Five-Year Schedule of Capital Improvements in the Capital Improvements Element of the City's Comprehensive Plan on an annual basis.

The proposed amendment updates the Schedule, although no projects are identified which meet the criteria of being both an upgrade or expansion of current service and costing more than \$100,000 in the aggregate.

The adoption date of the Pinellas County School System Five-Year Work Program has been changed since first reading of the ordinance to reflect the System's annual update.

Requested Motion: "I move to approve Ordinance 2008-34 (read title)"

Attachments: Ordinance 2008-34.

Reviewed by City Manager: MB

CITY OF ST. PETE BEACH, FLORIDA

ORDINANCE NO. 2008-34

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN; PROVIDING FOR UPDATE OF THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith, TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is required, pursuant to Rules of the Department of Community Affairs Section 9J-5.016, to update the Five-Year Schedule of Capital Improvements in the Capital Improvements Element of the City's Comprehensive Plan on an annual basis, and

WHEREAS, the Planning Board of the City of St. Pete Beach and the City Commission of the City of St Pete Beach conducted public hearings noticed pursuant to Florida law and conducted pursuant to Ordinance 88-36 of the City of St. Pete Beach and Section 22-3.9 of the Land Development Code; and

WHEREAS, the comprehensive plan amendment is determined to be in the best interest of the citizens of the City of St. Pete Beach,

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

Section 1. The Capital Improvements Element of the St. Pete Beach Comprehensive Plan is hereby amended in accordance with the following:

CAPITAL IMPROVEMENTS

GOAL 1

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

Objective 1.1

Capital improvements will be provided to correct existing deficiencies, to accommodate desired future growth, and to replace worn out or obsolete facilities, as indicated in the five-year schedule of improvements which are designed to correct existing deficiencies identified in this element.

Policy 1.1.1

The City shall maintain a Capital Improvements Advisory Committee for the purpose of evaluating and ranking, in order of priority, projects proposed for inclusion in the five-year schedule of improvements. The Finance and Budget review Committee shall be designated as the Capital Improvements Advisory Committee.

Policy 1.1.2

The City shall annually develop and update a multi-year Capital Improvement Plan (CIP).

Policy 1.1.3

The City of St. Pete Beach shall adopt a Capital Improvements budget and amend its Five-Year Schedule of Capital Improvements on an annual basis.

Policy 1.1.3 -4

Proposed capital improvement projects shall be evaluated and ranked in order of priority according to the following guidelines:

- o project is needed to eliminate a proven or obvious hazard to public health and safety;
- o project is needed to fulfill a legal commitment by the City;
- o project is needed to preserve, maintain, refurbish, achieve full use, or replace existing facilities;
- o project will provide or bring an existing facility up to an adopted level of service;
- o project will increase efficiency or use of existing facilities, prevents or reduces future improvement cost, or provides service to all residents equitably;
- o project furthers policies adopted in other elements of this plan;
- o project needed to accommodate facility demands resulting from new development or re-development;
- o project will increase the economic base or quality of life of the residents;
- o budget impact of project, both capital and operating, will be considered and committee will consider financial feasibility of project; and
- o project will be reviewed for consistency with plans of other agencies having responsibility for public facilities within the jurisdiction.

Policy 1.1.4 5

As appropriate, efforts shall be made to secure grants or private funds on a continuing basis whenever available to finance capital improvements.

Measure

Implementation of policies

Policy 1.1.6

It is the policy of the City of St. Pete Beach to set a capital improvements cost threshold of \$100,000 for projects to be included in the Capital Improvements Element of the City of St. Pete Beach Comprehensive Plan.

Policy 1.1.7

Existing and anticipated capacity deficiencies identified in other elements of this plan may be corrected according to the Schedule of Capital Improvements adopted through this policy of the City of St. Pete Beach Comprehensive Plan Capital Improvements Element subject to the annual review of the CIE by the City Commission.

Schedule of Capital Improvements FY-08 to FY-12

	<u>FY 08-09</u>	<u>FY 09-10</u>	<u>FY 10-11</u>	<u>FY 11-12</u>	<u>FY 12-13</u>	<u>Total</u>
<u>Project</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>Project Value</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Funding Source</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>Total</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Objective 1.2

The City shall manage its debt in a manner to retain the integrity of its fiscal resources.

Policy 1.2.1

The City shall not incur any form of indebtedness that would result in reducing its ability to be rated for a bond issue.

Policy 1.2.2

The City shall confine long-term borrowing to capital improvements too large to be financed from current revenues.

Policy 1.2.3

The City Commission will only approve bond issues structured to be paid back within a period not to exceed the expected useful life of the capital project.

Policy 1.2.4

Where possible, special assessment, revenue, or other self-supporting bonds will be used instead of general obligation bonds.

Policy 1.2.5

Total debt service for general obligation debt shall not exceed 10 percent of net operating revenues.

Measure

Bond Rating

Implementation of policies

Objective 1.3

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

Policy 1.3.1

The City, through its representative on the PPC, shall work with other governmental jurisdictions to establish a strategy to ensure that the entire cost of providing necessary capital facilities, at adopted levels of service, for any future development or redevelopment within the jurisdiction shall not be borne by existing residents.

Policy 1.3.2

The City shall coordinate with the County, other state agencies, water management district, and other municipalities that provide public facilities within the City's jurisdiction to ensure projects are funded in a fiscally equitable manner, apportioning the costs of growth among those who are responsible for it.

Policy 1.3.3

The City shall, when appropriate, collect impact fees in cooperation with other levels of government.

Policy 1.3.4

The City shall issue development permits only when required capital facilities are present or will be available concurrent with the impact of development. All new development and redevelopment proposals shall be reviewed under the City's Concurrency Management System Ordinance to ensure the level of service standards established in this element shall be maintained.

Policy 1.3.5

Land use decisions and available or projected fiscal resources shall be coordinated with the schedule of capital improvements to ensure that level of service standards will be met.

Policy 1.3.6

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

Measures

Maintenance of Levels of Service

Objective 1.4

In recognition of the fact the community is located within the identified Coastal High Hazard Area, as redefined by Chapter 163.3178(2)(h), Florida Statutes, public expenditures that subsidize development in Coastal High Hazard Areas shall be limited, to the extent practical, to those improvements necessary to existing development or new development that is consistent with the Future Land Use Map, adopted in 1998.

Policy 1.4.1

The City shall expend funds in Coastal High Hazard Areas only for existing development or new development that is consistent with the Future Land Use Map.

Measure

Implementation of policy

Objective 1.5

The City of St. Pete Beach, in coordination with the School District, shall ensure that the capacity of public schools is sufficient to support the anticipated students from residential site plans and final residential subdivision approvals consistent with the adopted level-of-service standard for public schools.

Policy 1.5.1

The City of St. Pete Beach shall utilize the following level-of-service standard for public school facilities, which shall be applied consistently district-wide by the School District and by the local governments within Pinellas County that signed the Public Schools Interlocal Agreement (the partner local governments).

District-wide Level of Service Standard: Student enrollment plus vested students divided by *Florida Inventory of School Houses* (FISH) School Capacity plus additional capacity does not exceed 100 percent. This level-of-service standard shall apply to each type of public school facility.

Policy 1.5.2

Amendments to the adopted level-of-service standard shall be accomplished using the procedure contained in the Public School Facilities Interlocal Agreement.

Policy 1.5.3

The *School Capacity and Level of Service Report*, prepared by the School District, approved by the School Board, and delivered to the City of St. Pete Beach no later than November 30th of each year, and as adjusted throughout the year based on the official student enrollment count of the fall semester and the estimated number of vested students, shall be utilized by the City of St. Pete Beach as the basis for assessing the existing level of service conditions and the available capacity within each Concurrency Service Area.

Policy 1.5.4

By December 1st of each year, the City of St. Pete Beach shall adopt by reference the School District's Five-Year Work Program to ensure the level of service standard is achieved and maintained during the period covered by the five-year schedule within the Capital Improvements Element.

Policy 1.5.5

The School Board, in coordination with the partner local governments, will use the procedure in the Public Schools Interlocal Agreement to annually update the

District's Five-Year Work Program to maintain a financially-feasible capital improvements program that is able to achieve and maintain the adopted level of service standard within the period covered by the five-year schedule.

Policy 1.5.6

The City of St. Pete Beach hereby adopts by reference the School District's Five-Year Work Program for FY 2008/09 through 2012/13, as adopted by the School Board on September 9, 2008.

Section 2. If any portion, part or section of this Ordinance is declared invalid, the valid remainder hereof shall remain in full force and effect.

Section 3 All ordinances or parts of ordinances, in conflict herewith, are hereby repealed, to the extent of such conflict.

Section 4. This Ordinance shall become effective immediately upon final passage and as otherwise provided by law.

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.

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

Issue Considered: First reading and public hearing of Ordinance 2008-38 amending the Land Development Code, Division 31, Traditional Hotel District, to extend the area eligible for the THD zoning designation.

Date: October 14, 2008

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

Summary of Issue: The Traditional Hotel District (THD) standards, as initially established, exclude two indentified transient accommodation facilities in Pass-a-Grille from the area eligible for the THD Designation. The proposed amendment expands the eligible area to include these facilities.

The Planning Board recommended approval of the proposed ordinance by a unanimous vote at their September 29, 2008 meeting.

Requested Motion: “I move to approve Ordinance 2008-38 (read title)”

Attachments: Ordinance 2008-38.

Reviewed by City Manager: MB

CITY OF ST. PETE BEACH, FLORIDA

ORDINANCE NO. 2008-38

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AMENDMENT OF THE LAND DEVELOPMENT CODE; PROVIDING FOR AMENDMENT OF DIVISION 31 OF THE LAND DEVELOPMENT CODE; 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, 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 consistent with the City's adopted comprehensive plan; and

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

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. The City of St. Pete Beach, Florida Land Development Code, Section 31.1, is hereby amended in accordance with the following:

Section 31.1. Purpose and intent.

The THD Traditional Hotel District is intended for, and restricted to, those areas designated within the Residential High (RH) land use category on the City's Future Land Use Plan Map to which the Resort Facilities Overlay (RFO) has been applied. The purpose of this district is to provide for the redevelopment of properties in areas traditionally utilized for small transient accommodations in a manner consistent with the present character of the surrounding area. This District shall only be established on those lots which ~~about Gulf Way or 1st Avenue and lie South of 15th Avenue~~ and which are presently licensed with the City of St. Pete Beach and operating as a transient accommodation.

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: First reading and public hearing of Ordinance 2008-39 amending the Land Development Code, Division 6, creating Section 6.25 providing detailed standards for the maintenance of private property.

Date: October 14, 2008

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

Summary of Issue: Earlier this year, the City Commission identified the maintenance of aesthetic and health conditions on private property as an area needing more specific statutory control. The proposed ordinance is one of several actions the staff was directed to undertake to address the issue. The ordinance establishes a clear set of property maintenance standards that will assist in providing the legal authority to resolve conditions harmful to the community.

The Planning Board recommended approval of the proposed ordinance by a unanimous vote at their September 29, 2008 meeting.

Requested Motion: “I move to approve Ordinance 2008-39 (read title)”

Attachments: Ordinance 2008-39.

Reviewed by City Manager: MB

CITY OF ST. PETE BEACH, FLORIDA

ORDINANCE NO. 2008-39

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, PROVIDING FOR AMENDMENT OF THE LAND DEVELOPMENT CODE TO ESTABLISH STANDARDS FOR MAINTENANCE OF PRIVATE PROPERTY; PROVIDING FOR AMENDMENT OF DIVISION 6 OF THE LAND DEVELOPMENT CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith, TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City Commission has determined that the specified amendments to the Land Development Regulations are necessary to protect and promote the public interest;

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

Section 1. The Land Development Code of the City of St. Pete Beach is hereby amended in accordance with the following:

Section 6.25. Residential and commercial property maintenance.

All premises shall be maintained in compliance with the following standards:

(a) Standards for improved property:

(1) Foundation. The building foundation system shall be adequately maintained and capable of supporting the load for which it was designed.

a. Wood supports shall be sound and free from insect infestation and rot.

b. Metal supports and connections shall be free from rust and the equivalent of new supports.

c. Skirting shall be maintained free from broken or missing sections, pieces or cross members. Skirting shall be securely

attached and sized from the ground to the lower outside perimeter of the structure.

(2) Exterior walls. Exterior walls of buildings shall be:

- a. Maintained free from holes, breaks, and loose or rotting materials; and
- b. Maintained, weatherproofed and surfaces properly coated as needed to prevent deterioration. Decorative features such as: cornices, belt courses, corbels, trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage. Any graffiti shall be removed or repainted to match existing surfaces.

(3) Windows:

- a. Every window shall be maintained in sound working condition and good repair to be substantially weather tight and rodent proof.
- b. Openings originally designed as windows shall be maintained as windows, unless approved by the building official for enclosure. The enclosure of a window shall be by either bricking the opening, blocking the opening with concrete blocks and stuccoing the exterior, or boarding the opening. When boarding is used, it shall be of trim fit, sealed to prevent water intrusion, and painted or stained to conform to the other exterior portions of the building. The boarding shall remain in place and be properly maintained.

(4) Shutters. All shutters shall be maintained in good repair and securely attached to a structure. Peeling paint or preservatives is prohibited.

(5) Exterior doors. Every exterior door and hatchway or garage door shall be kept in sound working condition and good repair.

(6) Exterior doorframes and storefronts. Exterior doorframes and storefronts shall be maintained in good condition. All moldings shall be securely attached to the structure and maintained in good condition without splitting or deterioration.

(7) Exterior surface treatment. All exterior surfaces, including by way of example and not limitation, doors and window frames, cornices, porches, decks, trim, balconies, fences and docks shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant

woods, shall be protected from the elements and decay by painting or other protective treatment. Peeling paint is prohibited and surfaces shall be repainted. All metal surfaces shall be coated to inhibit rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated.

- (8) *Structural supports.* Every structural element of a dwelling shall be maintained in a structurally sound condition and shall not show evidence of deterioration that would make it incapable of carrying normal loads.
- (9) *Porches and balconies.* All exterior porches, balconies, stairs and fire escapes shall include banisters or railings properly designed and maintained to minimize the hazard of falling and installed to withstand the loads prescribed by the building code. All exterior porches, landings, balconies, stairs and fire escapes shall be kept structurally sound, in good repair and free from defects. Paint and other finishes shall be in good condition.
- (10) *Stairs.* All stairs shall be maintained safe and free from tripping hazards. Treads shall be sound, without broken or chipped edges. Wooden stairs shall be free from decay or substantial wear that could cause a tripping hazard or have an unsightly appearance. Handrails and guardrails shall be maintained to withstand loads prescribed by the building code.
- (11) *Roofs.* Roofs shall be maintained in a structurally sound and safe manner. Roofs shall be repaired using like materials to existing materials.
- (12) *Gutters and downspouts.* Gutters and downspouts shall be maintained in good repair and shall be neatly located and securely installed.
- (13) *Chimneys, flues, and vent attachments.* Chimneys, flues, and vent attachments shall be maintained in a structurally sound manner, free from defects to capably perform the functions for which they were designed.
- (14) *Overhang extensions.* All overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes, and exhaust ducts shall be maintained in good repair and properly anchored to remain in sound condition. All exposed surfaces of metal or wood shall be protected from the elements, decay or rust.
- (15) *Insect screens.* All windows and other outside openings required for ventilation of food preparation areas, food service areas, or any areas

where products utilized in food for human consumption are processed, manufactured, packaged or stored, shall be supplied with approved tightly fitting screens of not less than 16 mesh (16 mesh per 25 mm). Every swinging door shall have a self-closing device in good working condition.

- (16) Commercial parking areas/walkways. Holes, excavations, breaks, projections or obstructions on walks, driveways, parking lots and parking areas and other parts of commercial premises which are accessible to and used by persons on the premises are prohibited. Deficiencies shall be repaired, replaced or removed as appropriate. The building official shall set a time for performance for the owner to comply with this section. This subsection applies to occupied and unoccupied property. All surfaces, including those of parking lots, shall be maintained free of glass, loose shingles, loose wood, crumbling stone or brick, asphalt, concrete, stucco, loose or broken plastic or other similar hazardous conditions.
- (17) Accessory structures. Garages, storage buildings and all other accessory structures shall be maintained and kept in good repair and sound structural condition.
- (18) Swimming pools. All swimming pools, spas and architectural pools, ponds or bodies of water shall be properly maintained so as not to create a safety hazard or harbor insect infestation. Water shall not be allowed to stagnate or to become polluted. All pools shall be free from unsightly appearance.
- (19) Rodent harborage. All structures and exterior premises shall be kept free from rodent harborage and infestation. Where rodents are found, owner shall promptly exterminate rodents through a process which will not be injurious to human health.
- (20) Grass, weeds and uncultivated vegetation. All grasses or weeds, and uncultivated vegetation shall not exceed 12 inches in height, including the area between the edge of the curb or street pavement and the lot line. These standards shall apply to all properties subsequent to development, redevelopment or demolition. Areas covered by rock, stone or other non-vegetative ground cover shall be kept free of any non-ornamental vegetation, including grass and weeds.
- (21) Shrubbery, plants, and ground cover. All premises, including vacant and undeveloped property, shall be maintained in a condition to prevent erosion of soil by wind or water and shall be:

- a. Landscaped with grass, trees, shrubs or other planted ground cover; or
- b. Such other suitable means as shall be approved by the city.

(22) Trees. Trees shall be maintained or removed as follows:

- a. Hazardous trees: Dead, dying damaged or diseased trees are prohibited. A finding by a registered forester or certified arborist employed by the city that a tree is in danger of falling upon an adjacent lot or street due to death, disease or damage, including damage caused by weather conditions, is prima facie evidence of a violation of this section.
- b. Prohibited conditions: The following conditions are prohibited:
 - 1. Trees, plants, shrubs, vegetation, or parts thereof, which (a) overhang any sidewalk, street, alley or fire hydrant, and (b) which obstruct or impair the free and full use of the sidewalk, street, alley or fire hydrant by the public.
 - 2. Grass, weeds, shrubs, bushes, trees or vegetation which constitute a fire hazard or a menace to public health, safety or welfare.
 - 3. Removal of obstruction. The owner of any premises shall trim trees, plants, shrubs or vegetation, or any parts thereof as follows: (a) which overhang any sidewalk, alley or street as determined by the building official, and (b) which interfere with the use of any sidewalk, alley, street, poles, wires, pipes, fixtures or any other part of any public utility situated in the right-of-way.

(23) Exterior lighting. All outdoor lighting shall be in compliance with the following:

- a. Non-vehicular light sources that shine into the eyes of drivers of vehicles or pedestrian which could impair safe traverse is prohibited.
- b. All lighting shall be shielded and aimed at owner's premises or sidewalk and street abutting the premises.

(24) Fences and walls. Fences and walls shall be maintained in a safe and structurally sound condition, in good repair. Fences shall be free from

loose or rotting materials. Metal fencing shall be free from rust or deterioration.

- (25) All floors, interior walls and ceilings of every structure shall be maintained in a structurally sound manner and in a condition consistent with its use.
- (26) All existing miscellaneous elements on building walls, roofs and surrounding premises to include by way of example: empty electrical or other conduits, unused sign brackets shall be removed.

(b) Litter.

(1) Storage of litter.

- a. All commercial businesses shall store litter in containers to eliminate wind-driven debris. The number and size of receptacles for each commercial business shall be that number required to maintain clean, neat, and sanitary premises. Spillage and overflow of litter around containers is a violation.
- b. Commercial businesses shall provide and maintain litter containers adequate to contain litter generated from such business at its loading and unloading zones.
- c. Commercial businesses open to the public shall provide and maintain containers adequate to contain litter generated from such business.
- d. Every person in possession or in control of any place, public or private, where litter is accumulated or generated shall provide and maintain adequate and suitable containers capable of holding such litter until proper final disposal is accomplished.

(2) To throw, discard, place, drop, or deposit litter in any manner or amount in or upon any public property, private property, highway, street, right-of-way or body of water within the limits of the City of St. Pete Beach, Florida, except in such containers specifically provided and designated for the disposal of litter is a violation. Litter strewn by a pedestrian except at approved and permitted disposal sites is a violation. Litter ejected or discarded from a motor vehicle, except at approved and permitted disposal sites is a violation.

(3) Accumulation of litter. Any accumulation of litter in or upon any property, vacant or improved, is deemed a nuisance and is prohibited. Failure to remove the accumulation by the property owner, tenant,

occupant, agent, manager or other person who owns, maintains, or controls any premises or portion thereof, whether improved or unimproved, is a violation.

(c) *Accessory structures.* Garages, storage buildings and all other accessory structures shall be maintained in good repair and sound structural condition. Structures, attached or unattached to the principal structure, which are found by the building official to be structurally deficient, shall be repaired or demolished within the timeframe set by the building official. Maintenance of accessory structures shall comply with the following:

- (1) The exterior of the building and premises to include but not limited to parking areas and landscaped areas shall be maintained in a sound, clean and neat condition.
- (2) Signs shall be maintained in good condition. Where the sign structure remains, the sign faces are to be replaced with blank panels (permit required). The design and color is subject to approval by the building official.
- (3) All advertising structures, awnings and accompanying supporting members shall be maintained in good repair and shall not constitute a nuisance or safety hazard. Advertising structures or awnings not properly maintained in accordance with this subsection shall be removed. Awnings or marquees made of cloth, plastic or a similar material shall not show evidence of tearing, ripping or holes. Upon removal of advertising structure or awning, all supporting members shall be removed. Where supporting members have been left from sign removal prior to adoption of this article, such supporting members shall be removed within three months of the effective date of this article. Nothing in this subsection shall be construed to authorize any encroachments on streets, sidewalks or other parts of the public right-of-way.
- (4) Where parking areas are to be barricaded to prohibit vehicular travel, it shall be accomplished by installation of parking bumpers pinned to the pavement.

Section 6.26. Applicability of standards to vacant buildings.

The provisions of this article that apply to the exterior premises include vacant structures. Vacant structures are not required to comply with the interior requirements of this article. All vacant structures shall be secured to prevent the entry of unauthorized persons or the formation of nuisance conditions. Securing a vacant structure may include boarding of the building as determined by the building official. If required by the building official, windows and doors shall be

boarded by the owner and the boarding shall be maintained to keep the building secured. The design and color of boarding is subject to approval by the building official and shall be designed so that building does not appear to be abandoned.

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: First reading and public hearing of Ordinance 2008-40 amending the Land Development Code, Division 26, Signs, to provide for placement of bus benches and associated advertisement on public property with City Commission approval.

Date: October 14, 2008

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

Summary of Issue: The City's Land Development Code currently prohibits any advertising signage associated with bus benches or shelters. The proposed amendment would provide for approval of such signage on public property at the discretion of the City Commission.

The Planning Board recommended denial of Section 1 of the proposed ordinance by a vote of 3-2 at their September 29, 2008 meeting. They recommended approval of Section 2 of the proposed ordinance by a unanimous vote at the same meeting.

Requested Motion: "I move to approve Ordinance 2008-40 (read title)"

Attachments: Ordinance 2008-40.

Reviewed by City Manager: MB

CITY OF ST. PETE BEACH, FLORIDA

ORDINANCE NO. 2008-40

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA, PROVIDING FOR AMENDMENT OF THE LAND DEVELOPMENT CODE TO MODIFY STANDARDS FOR PROHIBITED SIGNS; PROVIDING FOR AMENDMENT OF DIVISION 26 OF THE LAND DEVELOPMENT CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith, TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City Commission has determined that the specified amendments to the Land Development Regulations are necessary to protect and promote the public interest;

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

Section 1. The Land Development Code of the City of St. Pete Beach is hereby amended in accordance with the following:

Sec. 26.4. Prohibited signs.

The following signs and sign-types are prohibited within the city limits and shall not be erected. Any lawfully existing permanent sign or sign-type which is among the prohibited signs and sign-types listed below shall be deemed a nonconforming sign subject to the provisions of section 26.5.

- (a) Billboards; off-site signs.
- (b) Revolving signs; rotating signs.
- (c) Flashing signs.
- (d) Animated signs.
- (e) Wind signs.
- (f) Portable signs, other than sandwich board signs as allowed within certain zoning districts pursuant to this division.
- (g) Roof signs, other than integral roof signs in non-residential zoning districts.
- (h) Abandoned and discontinued signs.
- (i) Snipe signs.
- (j) Projecting signs.
- ~~(k) Bus bench advertising signs; bus shelter advertising signs.~~
- ~~(k)~~ (k) Signs that emit sound, vapor, smoke, odor, particles or gaseous matter.

- ~~(m)~~ (l) Signs that have unshielded illuminating devices.
 - ~~(n)~~ (m) Signs that obstruct, conceal, hide or otherwise obscure from view any official traffic or governmental sign, signal or device.
 - ~~(o)~~ (n) Any attached sign that exceeds 100 square feet in area.
 - ~~(p)~~ (o) Any freestanding sign that is higher than 35 feet.
 - ~~(q)~~ (p) Any freestanding sign that exceeds 135 square feet in sign area.
 - ~~(r)~~ (q) Any sign within a sight visibility triangle that obstructs a clear view of pedestrian or vehicular traffic.
 - ~~(s)~~ (r) Any sign in the public right-of-way, other than traffic control device signs, bus stop informational signs, warning signs or safety signs.
 - ~~(t)~~ (s) Any sign attached to a seawall or pier, other than a warning sign or safety sign.
 - ~~(u)~~ (t) Any sign other than a traffic control device sign that uses the word "stop" or "danger," or presents or implies the need or requirement of stopping or the existence of danger, or which is a copy or imitation of official traffic control device signs, and which is adjacent to the right-of-way of any road, street, or highway.
 - ~~(v)~~ (u) Any sign nailed, fastened or affixed to any tree.
 - ~~(w)~~ (v) Any sign prohibited by state or federal law.
 - ~~(x)~~ (w) Vehicle sign or signs which have a total sign area on any vehicle in excess of ten square feet, when the vehicle is not "regularly used in the conduct of the business" advertised on the vehicle, and (a) is visible from a street right-of-way within 100 feet of the vehicle, and (b) is parked for more than two consecutive hours within 100 feet of any street right-of-way. A vehicle shall not be considered "regularly used in the conduct of the business" if the vehicle is used primarily (i) for advertising, or (ii) for the purpose of advertising, or (iii) for the purpose of providing transportation for owners or employees of the business advertised on the vehicle.
 - ~~(y)~~ (x) Any sign located on real property without the permission of the property owner.
 - ~~(z)~~ (y) Beacons, except as required by federal or state law.
- (Ord. No. 03-10, § 1, 6-3-03)

Section 2. The Land Development Code of the City of St. Pete Beach is hereby amended in accordance with the following:

Sec. 26.6. Exemptions.

This division does not pertain to the following:

- (a) A sign, other than a window sign, located entirely inside the premises of a building or enclosed space.
- (b) A sign on a vehicle, other than a prohibited vehicle sign or signs.
- (c) A statutory sign.

(d) Signage placed on public property with appropriate review and authorization of the City Commission.

(Ord. No. 03-10, § 1, 6-3-03)

Section 3. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of any conflict with this Ordinance.

Section 4. 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 5. 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: Commission appointment to the General Employees' Pension Board

Date: October 14, 2008

Prepared By: Mike Bonfield, City Manager *MB*

Summary of Issue: Ms. Debi Scerca resigned her position on the General Employees' Pension Board; therefore, a new appointment needs to be made. (Note: The City currently does not have any volunteer applicants for this position.)

Requested Motion: "I move to appoint _____ to the General Employees' Pension Board."

Attachments: N/A

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

Issue Considered: Re-authorize the City Manager to amend the beach concession stand lease to allow the rental of paddle surf boards and to allow the sale of beer and wine at the beach concession stands with the understanding that beer and wine sales must stop at 10 pm at night and that sale of beer and wine will be reviewed by the City within 1 year.

Date: October 14, 2008

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: August 12th City Commission meeting:

- The patio area to the south of the concession stand was added to the lease area.
- Provisions were added to limit the sale of alcohol to on-site consumption using biodegradable cups only.
- The Lessee has agreed to negotiate a rent adjustment for the right to sell beer and wine by October 1, 2009.

August 26th City Commission meeting:

- City Manager asked that food, beer and wine sales not be allowed in the patio area.
- City Commission voted 4 to 1 in favor of amending the beach concession stand lease to allow the rental of paddle surf boards and to allow the sale of beer and wine with the understanding that beer and wine sales must stop at 10 pm at night and that sale of beer and wine will be reviewed by the City within 1 year.

September 3rd City Commission meeting:

- City Commission requested that the paddle surf board rentals be reviewed by the Beach Stewardship committee.
- City Commission asked if the contract is in effect. (City Manager verified later that week that Amendment had not been signed yet.)
- City Commission wanted to verify beer and wine sales be reviewed by the City within 1 year.

September 18th Beach Stewardship Committee meeting:

- Beach Stewardship Committee voted 3 to 1 in favor of recommending to City Commission that they allow paddle surf boards to be rented at the beach concession stands.

Requested Motion: "I move to re-authorize the City Manager to amend the beach concession stand lease to allow the rental of paddle surf boards and to allow the sale of beer and wine at the beach concession stands with the understanding that beer and wine sales must stop at 10 pm at night and that sale of beer and wine will be reviewed by the City within 1 year."

Attachments: First Amendment to Lease Agreement

**Reviewed By
City Manager:**

MB

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "First Amendment"), is made as of the "Effective Date" set forth below, by and between the **CITY OF ST. PETE BEACH** ("Lessor"), and **PARADISE SWEETS, LLC**, a Florida corporation ("Lessee"), for the purposes set forth herein.

WITNESSETH:

WHEREAS, Lessor and Lessee have previously executed that certain "Lease Agreement for the City of St. Pete Beach Concession Stands," dated May 22, 2008 (the "Lease"), pursuant to which Lessee has leased from Lessor certain premises (the "Premises") commonly known as "Pass-A-Grille" and "Upham Beach Concession Stands," located within the City of St. Pete Beach;

WHEREAS, Lessor and Lessee have agreed to amend the Lease, as more fully set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing recitals (which are incorporated herein by this reference), the sum of Ten and No/100 Dollars (\$10.00) each to the other paid, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby covenant and agree as follows:

1. Lease Amendments:

A. Exhibit "A" attached to the Lease is hereby deleted and replaced with the new Exhibit "A", attached to this First Amendment and made of part hereof. All references to Exhibit "A" in the Lease shall mean and refer to Exhibit "A" attached to this First Amendment.

B. Section 4 of the Lease is hereby amended by adding the following new Section 4(A)(10):

"(10) Lessee hereby agrees to allow the City to review the sale of beer and wine within one (1) year, complete negotiations and execute an amendment to this Lease with Lessor prior to October 1, 2009, which amendment shall address adjustments to Lessee's Minimum Rent and Additional Rent obligations. Lessee hereby agrees that its continued right to sell beer and wine at the Premises is predicated on the parties' execution of the above-referenced Lease amendment, by the above-specified date."

C. Section 4 of the Lease is hereby amended by adding the following new Section 4(B):

"B. Additional Rent. Commencing as of the Effective Date of the First Amendment to this Lease, Lessee shall be obligated to pay to Lessor as "Additional Rent" fifty percent (50%) of the gross rental revenue generated from the rental of the patio area, to be paid monthly along with all required Minimum Rent payments to Lessor. In no event shall Lessee's annual Additional Rent payments for the patio area be less than Six Thousand and No/100 (\$6,000.00)."

D. Section 6(B) of the Lease is hereby amended by replacing the existing Section 6(B)(6) in its entirety with the following:

"(6) Bicycle Rentals and Paddle Surf Board Rentals. All equipment associated with the rental of bicycles and paddle surf boards shall be secured from the general public at the daily close of business."

E. Section 6(B) of the Lease is hereby amended by adding the following Section 6(B)(8):

"(8) Sale of beer and wine in compliance with all Federal, State and Local laws, codes and regulations and upon Lessee obtaining all valid licenses, and permits and insurance regarding same, and completion of Lessee's obligations set forth in Section 4(A)(10) of this Lease, as amended."

F. Section 6(B) of the Lease is hereby amended by adding the following Section 6(B)(9):

"Lessee hereby agrees that all beer and wine served at the Premises shall only be served in single disposable 'biodegradable' cups, as that term is commonly used in the food and beverage industry, and not in any glass, metal cans or other non-biodegradable materials, whether such materials are recyclable or not, and in no event as package sales. All food, beer and wine served at the Premises shall be served for consumption in the designated concession stand area and not in the patio area, and the sale of beer and wine must stop no later than 10 pm each night."

G. Section 6(C)(1) of the Lease is hereby amended in its entirety.

H. Section 12 of the Lease is hereby amended by replacing the existing Section 12 in its entirety with the following:

"12. INDEMNIFICATION AND HOLD HARMLESS. Lessee covenants and agrees that it will indemnify and hold harmless the Lessor and all of the Lessor's officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by Lessee during the performance of this Lease, whether direct or indirect, and whether to any person or property to which Lessor or said parties may be subject, except that neither Lessee nor any of its sub-Lessees will be liable under this section for damages arising out of injury or damage to person or persons directly caused or resulting from the sole negligence of Lessor or any of its officers, agents or employees."

2. Except as otherwise modified by this First Amendment, all provisions, conditions, duties and obligations set forth in the Lease shall remain in full force and effect and unaffected by this First Amendment.

3. This First Amendment embodies the entire agreement between the parties hereto regarding this First Amendment and supersedes any prior understandings or written or oral agreements between the parties concerning the First Amendment. This First Amendment cannot be varied, modified, amended or altered except by the written agreement of the parties.

4. This First Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original. This First Amendment may be executed via facsimile and the facsimile signature of any party shall be considered valid, binding and effective for all purposes.

[END OF TEXT; SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this First Amendment to be effective (the "Effective Date") as of the date the latter of Lessor or Lessee executes this First Amendment below.

CITY OF ST. PETE BEACH, a Florida
municipal corporation

By: _____

Print Name: _____

Its: City Manager

Date: _____

ATTEST:

City Clerk

PARADISE SWEETS, LLC, a Florida limited
liability company

SIGNED IN THE PRESENCE OF:

Signature

Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

By: _____

Print Name: _____

Its: Manager/Member

Date: _____

By: _____

Print Name: _____

Its: Manager/Member

Date: _____

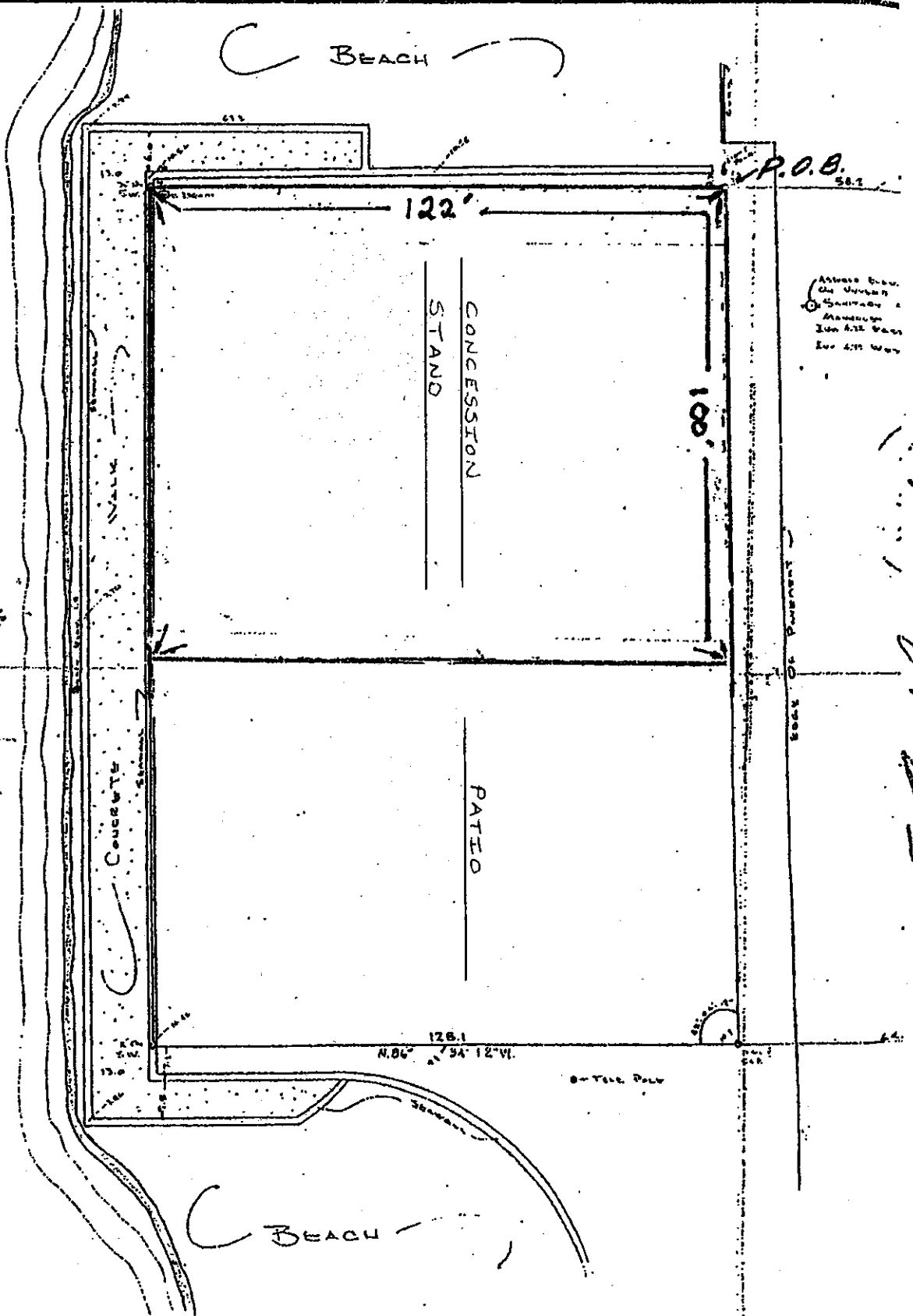
EXHIBIT "A"

Depiction of the Existing Premises

[See attached pages]

Exhibit "A"

GULF OF MEXICO
N 4
No Scale



PASS-A-GRILLE

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

Issue Considered: Authorization for the City Manager to pay Camp Dresser & McKee, Inc. (CDM) \$82,103.77 for additional engineering services required and performed due to the delay in construction of Master Pump Station #1.

Date: October 14, 2008

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: City staff has been working for many months now to close out the Master Pump Station #1 project financials. One of the few remaining issues that need to be resolved is the additional engineering expenditures that were incurred due to the delay in the project completion. Staff withheld payment on these CDM engineering invoices until background and documentation could be provided by them to ensure the additional cost was appropriate and accurate. While CDM is requesting \$105,703.77, City staff has thoroughly reviewed their request and determined that \$82,103.77 is a more reasonable number since the additional structural engineering should be included under the original contract and part of the extended construction period was due to engineering changes that resulted in contractor delays. Most of this expenditure should be offset by the construction contractor as we negotiate their final payment. However, if through negotiations it is determined that the City should incur part of this cost then it will be covered under the State Revolving Fund (SRF) loan the City obtained for the project. The City has kept a retainage of \$200,000.00 from the construction contractor until issues with the final payment of the construction contract can be negotiated and resolved. Once the CDM engineering invoices are resolved the next step will be to meet with the construction contractor to determine final payment and close out the project financials.

Requested Motion: "I move to authorize the City Manager to pay Camp Dresser & McKee, Inc. (CDM) \$82,103.77 for additional engineering services required and performed due to the delay in construction of Master Pump Station #1."

Attachments: CDM Letter Dated September 10, 2008

**Reviewed by
City Manager:** MB



1715 North Westshore Boulevard, Suite 875
Tampa, Florida 33607
tel: 813 281-2900
fax: 813 288-8787

September 10, 2008

Mr. Steve Hallock
Public Works Director
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

Subject: Master Pump Station Replacement
CDM's Contract for Limited Engineering Services during Construction
Additional Engineering Fees – Additional Information

Dear Mr. Hallock:

We appreciated the opportunity to clarify CDM's position regarding the additional engineering fees for the above referenced project at the meeting on September 4, 2008. As requested by the City we are providing the following detailed information supporting our request for an additional \$105,703.77 in engineering fees on the Master Pump Station Replacement project. The additional engineering fees include the following three (3) components:

1. Engineering Services during Extended construction period: The extended construction period as defined by the City's Construction Engineer, PBS&J, of one hundred fifty seven days (157) over the adjusted substantial completion date is summarized in **Table 1**. CDM continued to provide limited engineering services during that time at the City's request for meetings and project management through March, 2008.
2. Third and subsequent review of shop drawings: Shop drawings that were rejected and required to be re-submitted more than once are summarized in **Attachment 1**. Contractually, the City is to compensate CDM for review of these third and subsequent shop drawings and the City is to be compensated by the Contractor. We have invoiced the City for our level of effort.
3. Additional structural engineering support: The additional structural engineering charges were explained in our May 8, 2007 correspondence.

Table 1 provides a breakdown of the requested fees for each of the three components referenced above.



Mr. Steve Hallock
September 10, 2008
Page 2

TABLE 1

1. Extended Construction Period ^{1, 2}	\$ 74,244.90
2. Additional Shop Drawing Reviews	\$ 23,608.87
3. Additional Structural Engineering Support	\$ 7,850.00
Total:	\$105,703.77

¹The Extended Construction Period is defined by the following:

Adjusted Substantial Completion Date with Additional Time	3/12/2007
Actual Substantial Completion	8/16/2007
Days over completion date	157*

* The dates used in this breakdown are consistent with the dates the City's Construction Engineer, PBS&J, provided with their April 30, 2008 correspondence, on behalf of the City, to the Contractor.

² Since the Actual Substantial Completion date CDM continued to provide limited general services during construction to the City for meetings and project management through March, 2008.

Table 2 summarizes our outstanding invoices on the Project and provides a breakdown of the amount per additional engineering fee component.



Mr. Steve Hallock
September 10, 2008
Page 3

TABLE 2

<u>INV NOS</u> <u>ENG</u>	<u>EXT CONSTR</u>	<u>ADDTL SHOP DWGS</u>	<u>ADDTL STRUCT</u>
Inv 12*	\$26,072.12	\$13,497.92	\$7,850.00
Inv 13	\$26,028.22	\$ 2,507.16	
Inv 14	\$10,371.74	\$ 4,543.58	
Inv 17	\$ 3,073.32	\$ 3,060.21	
Inv 18	\$ 8,699.50		
 SUB-TOTAL:	 \$74,244.90	 \$23,608.87	 \$7,850.00
 TOTAL: \$105,703.77			
 * Total invoice amount is \$47,420.04. CDM received partial payment from City in the amount of \$23,710.02 on July 2, 2007. Sub-Total of Outstanding Invoices: \$81,993.75			

Our actual structural engineering effort on the project totaled 285 hours. Our project budget provided with our contract with the City estimated a total of 500 hours for all engineering disciplines, of which structural is only one part, on the project for shop drawings and technical submittals review, and miscellaneous technical support on the project (see **Attachment No.3**, City of St. Pete Beach Master Pump Station Replacement). As a result, we have estimated that 63 of the 285 total structural hours were a result of additional structural engineering support required for the unanticipated situations that were discussed in our May 8, 2007 correspondence. We have included the requested \$7,850.00 for additional structural engineering support with Invoice 12, as shown in Table 2.

CDM reviewed thirty-eight (38) third and subsequent shop drawings, as shown in Attachment 1. The level of effort to review these shop drawings also included the time of our construction administration staff, in addition to the primary CDM reviewers. Table 2 shows the amount per outstanding invoice associated with these submittals. The additional level of effort to review the third and subsequent shop drawings is \$23,608.87. Attached are detailed breakdowns of the staff, hours, and billing rates by invoice for the additional shop drawing submittal effort.



Mr. Steve Hallock
September 10, 2008
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CDM provided continuing engineering services to the City throughout the extended construction of the project, as documented in our January 9, 2007 and December 7, 2007 letters to the City. To date we have invoiced the City for the extended construction period amounting to \$74,244.90. This amount includes meetings and project management services through March 2008.

We look forward to discussing with you our outstanding invoices on the project and develop a schedule for payment. If you have any questions or need additional information, please don't hesitate to give me a call.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Mike Smith', written over the text 'Very truly yours,'.

Mike Smith, P.E., BCEE
Associate
Camp Dresser & McKee Inc.

Enclosures

cc: Mike Bonfield, City Manager
Maureen Goyette, CDM
Christopher Alverson, CDM

**Attachment 1 - Additional Shop Drawing Review Submittals
City of St. Pete Beach Master Pump Station Replacement**

CDM Reviewer	Submittal #	Description	In Date	Out Date
Alford, Michael	D-05720-001-C	Handrail, Posts & Gates	10/15/07	10/16/07
Bandi, Ravi Tej	D-11258-001-C	Biofilter Odor Control System	1/22/07	1/31/07
Friis, Donna	D-03100-003-C	Conc. Column/Wall Formwork	9/12/07	N/A
	D-03200-002-C	Reinforcing Steel	10/8/07	1/10/08
	D-03200-003-C	Reinforced Steel	10/8/07	1/10/08
	D-03200-004-C	Reinforcing Steel	4/3/07	4/13/07
	D-05410-001-C	Cold Formed Roof Trusses	2/6/07	2/27/07
	D-05410-001-D	Cold Formed Steel Roof Trusses	9/25/07	N/A
	D-16216-001-D	Diesel Engine Driven Generator	4/24/06	5/8/06
Montgomery, Craig	D-09902-002-C	Finish Painting	12/6/06	12/6/06
	D-16042-002-C	Cast Anodes, Test Stations & COTT Shunt	6/19/07	N/A
	M-16000-001-D	Prelim. O&M - Electrical	11/30/07	12/5/07
Pouliot, Paul	D-15500-001-C	HVAC	8/30/06	9/21/06
	D-15500-001-D	HVAC	10/10/07	11/9/07
	D-15600-001-C	Fuel System	2/6/07	3/2/07
	D-15600-001-D	Fuel System	10/8/07	11/1/07
	D-15600-001-E	Fuel System	1/29/08	N/A
	D-16216-001-C	Diesel Engine Driven Generator	1/18/06	2/7/06
	D-16216-001-D	Diesel Engine Driven Generator	4/24/06	5/8/06
	D-16216-001-E	Diesel Engine Driven Generator	11/1/07	N/A
Osequeda, Rebecca	D-13300-001-C	P I C	2/6/07	2/14/07
	D-13300-002-C	Pressure Switches & Gauges	12/23/05	1/6/06
Alcala, Francisco	D-13300-004-C	Testing Plan	10/11/07	11/1/07
Shelton, Rick	M-16000-001-C	Prelim. O&M - Electrical	10/26/07	11/20/07
	M-16000-001-D	Prelim. O&M - Electrical	11/30/07	12/5/07
Sonawane, Aamod	D-11258-001-D	Biofilter Odor Control System	2/19/07	2/19/07
Stellmack, Cynthia	D-11306-001-C	Submersible Waste Water Pumps	6/19/07	7/1/07
	D-16110-001-C	Raceways, Boxes, Fittings & Supports	12/27/05	1/12/06
	D-16120-001-C	Wires & Cables	7/1/07	7/18/07
	D-16191-001-C	Misc. Equipment	2/9/07	2/22/07
	D-16216-001-C	Diesel Engine Driven Generator	1/18/06	2/7/06
	D-16216-001-D	Diesel Engine Driven Generator	4/24/06	5/8/06
	D-16216-003-C	Engine Generator Thermal Wrap	1/18/08	1/28/08
	D-16370-001-C	125 HP VFDs	10/30/07	11/13/07
	D-16502-001-C	Lighting Protection System	10/8/07	10/23/07
	D-16502-001-D	Lighting Protection System-Revised	10/26/07	11/13/07
	D-16720-001-C	Fire Alarm System	6/23/06	7/6/06
	M-16000-001-C	Prelim. O&M - Electrical	10/26/07	11/20/07

City of St. Pete Beach Master Pump Station Replacement
Invoice No.12
Additional Shop Drawing Submittals

Employee/Vendor	Title	Hours	Rate	Total
Abdelbary, Hamed	Instrumentation Specialist			
Alford, Michael	Professional I			
Bandi, Ravi Tej	Engineer	1.5	81.38	\$122.07
Bowen, Kyle	Staff Support	3	48.05	\$144.15
Brown, Linda	Staff Support	20.5	70.71,66.71	\$1,443.56
Crosby, Donna	Staff Support	0.5	71.77	\$35.89
Friis, Donna	Senior Engineer	3	124.43	\$373.29
Goyette, Maureen	Senior Staff Support			
Maples, William	Senior Engineer			
Meinig, Joshua	Engineer			
Montgomery, Craig	Project Manager	2	175.65	\$351.30
Nader, Richard	Staff Support	69	66.81,58.09	\$4,343.93
Osegueda, Rebecca	Engineer	11.5	99.6	\$1,145.40
Pouliot, Paul	Senior Engineer	5.5	142.17,136.68,128.93,119.38	\$732.90
Reid Jr., Johnstone	Architect			
Sarvis-Jobe, Robin	Senior Staff Support			
Shelton, Rick	Operations Specialist			
Smith, Michael P.	Associate			
Sonawane, Aamod	Senior Engineer	2	104.9	\$209.80
Stellmack, Cynthia	Senior Engineer	1	147.87	\$147.87
Wendt, Curt	Senior Engineer			
Subtotal:				\$9,050.15
Previously Billed:				
Linda Brown	Staff Support	10	66.71	\$667.10
Paul Pouliot	Senior Engineer	10	119.38	\$1,193.80
Rebecca Osegueda	Engineer	3.5	99.6	\$348.60
Cynthia Stellmack	Senior Engineer	9	147.87	\$1,330.83
Donna Friis	Senior Engineer	8	113.43	\$907.44
Subtotal:				\$4,447.77
Total:				\$13,497.92

City of St. Pete Beach Master Pump Station Replacement
Invoice No.13
Additional Shop Drawing Submittals

Employee/Vendor	Title	Hours	Rate	Total
Alford, Michael	Professional I	8	70.71	\$565.68
Alverson, Christopher	Senior Engineer			
Brown, Linda	Staff Support			
Crisp, Carolyn	Staff Support			
Friis, Donna	Senior Engineer			
Gordon-Sumner, Torlando	Staff Support			
Goyette, Maureen	Senior Staff Support			
Meinig, Joshua	Engineer			
Montgomery, Craig	Project Manager	19	66.81	\$1,269.39
Nader, Richard	Staff Support			
Osegueda, Rebecca	Engineer			
Pouliot, Paul	Senior Engineer			
Sarvis-Jobe, Robin	Senior Staff Support			
Shelton, Rick	Operations Specialist			
Sonawane, Aamod	Senior Engineer			
Stellmack, Cynthia	Senior Engineer			
Wendt, Curt	Senior Engineer			
			Total:	\$2,507.16

City of St. Pete Beach Master Pump Station Replacement

Invoice No. 14

Additional Shop Drawing Submittals

Employee/Vendor	Title	Hours	Rate	Total
Alcala, Francisco	INSP.4.0004	23.5	101.37	\$2,382.20
Alford, Michael	Professional I	0.5	108.93	\$54.47
Alverson, Christopher	Senior Engineer			
Brown, Linda	Staff Support			
Friis, Donna	Senior Engineer			
Gacharich, Emilio	ENEL.5.0628			
Gordon-Sumner, Torland	Staff Support			
Goyette, Maureen	Senior Staff Support			
Meinig, Joshua	Engineer			
Nader, Richard	Staff Support			
Osegueda, Rebecca	Engineer			
Pouliot, Paul	Senior Engineer	3	142.17	\$426.51
Shelton, Rick	Operations Specialist	9	152.37	\$1,371.33
Stellmack, Cynthia	Senior Engineer	2	154.54	\$309.08
Wendt, Curt	Senior Engineer			
Total:				\$4,543.58

City of St. Pete Beach Pump Station Replacement
 Invoice No.17
 Additional Shop Drawings Submittals

Employee/Vendor	Title	Hours	Rate	Total
Alverson, Christopher	Senior Engineer	3	175.15	\$525.45
Bowen, Kyle	Staff Support	3	48.05	\$144.15
Brown, Linda	Staff Support	3	74.25	\$222.75
Friis, Donna	Senior Engineer	7	124.43	\$871.01
Nader, Richard	Staff Support	6	66.81	\$400.86
Pouliot, Paul	Senior Engineer	2	142.17	\$284.34
Shelton, Rick	Operations Specialist	3	152.37	\$457.11
Stellmack, Cynthia	Senior Engineer	1	154.54	\$154.54
Total:				\$3,060.21